

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 96439

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MERIDIAN, whose address is 33 E. Broadway Ave., Ste 206 Meridian, ID 83642, hereinafter called the "Sponsor," and Keller Associates, Inc., whose address is 100 East Bower Street, Suite 110, , Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

<u>Project Name</u>	<u>Project #</u>	<u>Key #</u>
LOCAL, RAIL WITH TRAIL PATHWAY, MERIDIAN	A013(918)	13918

SUBCONSULTANTS

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

Atlas Technical Consultants LLC

AGREEMENT ADMINISTRATOR

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

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

1. The following attachments are made a part of this Agreement:

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

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

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

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/30/2025**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$182,995.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$182,995.00**

C. Fixed Fee Amount: **\$19,132.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

Keller Associates, Inc. 171.26%

Atlas Technical Consultants LLC 129.57%

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

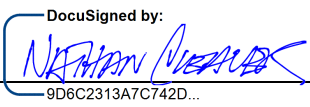
F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

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

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

KELLER ASSOCIATES, INC.

Consultant

DocuSigned by:

9D6C2313A7C742D...

By: _____

Title: Principal

CITY OF MERIDIAN

Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

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

A. DEFINITIONS

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

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

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

B. STANDARDS OF PERFORMANCE

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

C. AGREEMENT ADMINISTRATOR

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

D. PERSONNEL

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

E. SUBCONSULTANTS

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

F. PROFESSIONAL SERVICES AUTHORIZATION

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

G. PROJECT SCHEDULING

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

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

H. MONTHLY PROGRESS REPORT

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

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

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

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

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

I. PROGRESS AND FINAL PAYMENTS

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

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

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

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

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

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

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

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

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

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

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

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

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

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

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

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

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

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

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

4. DELAYS AND EXTENSIONS

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

Extensions of time may be granted for the following reasons:

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

5. TERMINATION

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

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

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

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

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

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. AERIAL PHOTOGRAPHY

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

10. CADD SPECIFICATIONS

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

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

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

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

11. GEOTECHNICAL AND MATERIALS WORK

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

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

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

13. INDEMNITY

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

14. INSURANCE

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

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

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

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

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

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

16. LEGAL COMPLIANCE

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

17. SUBLETTING

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

18. PERMITS AND LICENSES

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

19. PATENTS AND COPYRIGHTS

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

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

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

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

21. INSPECTION OF COST RECORDS

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

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

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

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

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

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

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

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

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

24. EMPLOYEE ELIGIBILITY

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



SCOPE OF WORK for City of Meridian 13918, Rail with Trail Pathway – Meridian, ID

PROJECT DESCRIPTION

The City of Meridian has selected Keller Associates to provide pathway design services for a multi-use pathway along the UPRR line in downtown Meridian. Project funding is by Federal Aid through the STP (TMA) programs through COMPASS for FY 2022. In concurrence with ITD, the project is a Special Project in which case the abbreviated design procedures can be used.

The project consists of designing a new multi-use pathway adjacent to the north side of the UPRR line from NW 3rd St to 8th Street, approximately a half mile, as shown in Figure 1 below. Work includes project administration, preliminary design, Final Design and PS&E submittals, traffic control plans and surveying. LHTAC will perform the environmental analysis with LHTAC personnel. The pathway will be designed with ITD standard specifications and City of Meridian special provisions. Keller Associates will provide support work including assisting LHTAC to finalize the environmental evaluation, utility coordination with various utility providers and preparation of right-way documentation.



Figure 1: Project Vicinity



SCOPE OF WORK for City of Meridian 13918, Rail with Trail Pathway – Meridian, ID

PROJECT DESIGN TASKS

This project will follow ITD's design process Project Administration, Preliminary Design, NEPA, Final Design, and PS&E submittals, traffic control plans, and surveying.

ENVIRONMENTAL & CULTURAL SERVICES

LHTAC will provide services as needed for a Programmatic Categorical Exclusion. Final Design and right-of-way tasks cannot begin until the environmental document is approved.

GENERAL ASSUMPTIONS & UNDERSTANDINGS

This scope of work relies on the following assumptions and understandings:

- Design will be in AutoCAD with deliverables 11x17.
- A traffic analysis will not be required.
- Mapping, utilities, and property owner information, including HOA and schools, will be provided by the City.
- The multi-use pathways alignment agreed upon in the preliminary (60%) design phase of this project will be used. No other alignment options will be assessed.
- The City and LHTAC will review and return comments within 3-weeks of deliverable received.
- The City will provide the land-trade documentation for Keller use.
- Landscaping: Not included in project.
- Construction Management & Inspection Services: Not included in scope.
- Intersection and Signal: Not included in project.
- 404 Joint Application for Permit: LHTAC will provide this work, if needed.
- Materials Reports: A waiver of the reports will be sent to LHTAC for concurrence.
- Right-of-way Plans: Not included in project.
- Letter of Map Amendments (LOMA), Letter of Map Revisions (LOMR): This work is not anticipated or included.
- Estimates or opinions of probable costs created by Keller reflect Keller's opinion of probable costs at the time created and is subject to change. Keller has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices, or bidding strategies. Keller cannot and does not warrant or guarantee that bids or actual construction costs will not vary from the costs presented.



SCOPE OF WORK for City of Meridian 13918, Rail with Trail Pathway – Meridian, ID

SUB-CONSULTANT SERVICES

Geotechnical Engineering will be provided by Atlas.

TASK 1: PROJECT MANAGEMENT

There are several key players involved in this project including City of Meridian, LHTAC, Keller Associates, and others. Keller Associates will provide project management to drive the coordination tasks, design work, agency reviews/approvals to complete the work. The success of the project is truly in the hands of all of the key players. The common goal is to have a high-quality project that is on schedule, within budget, and that meets the needs and objectives of all. A teamwork approach with active participation by all is necessary to meet the project goals and advance the project through the “process”. Upon finalizing the scope, negotiating a fee, and executing a contract, LHTAC will issue a Notice to Proceed.

- A. Pre-Op Conference: A pre-operational conference will be held after a Notice to Proceed is issued. This meeting will be held via teleconference and Keller will attend with 2 representatives.
- B. Progress Reports: Submit monthly Progress Reports to LHTAC complete with the ITD Form 771, estimate of percent project complete, and invoice in conformance with ITD requirements.
- C. Project Schedule: Update the Project Schedule in MS Project monthly.
- D. Coordination Meetings: Keller, the City and LHTAC will meet approximately once a month on the project. LHTAC will be invited to meetings and will attend as schedules allow, and regarding meeting importance-action issues. Keller Associates will prepare “action item” lists for meetings and distribute to the city, LHTAC, and others for follow-up activity.
- E. Deliverables include:
 - 1. ITD Form 771 and Progress Report packages
 - 2. Schedule Updates
 - 3. Action Items List
- F. City and LHTAC Role:
 - 1. Issue NTP
 - 2. Schedule and attend Pre-operation conference
 - 3. Attend coordination meetings



SCOPE OF WORK for City of Meridian 13918, Rail with Trail Pathway – Meridian, ID

TASK 2: SURVEY AND RIGHT-OF-WAY

Keller Associates will provide topographic surveying and right-of-way and boundary surveys and control. Keller will use this information to develop right-of-way exhibits for right-of-way acquisitions and land-trades. This Scope does not include any acquisition tasks such as appraisals, negotiations, settlements, and agreements.

A. Research:

1. Keller will research Ada County public records for record documents needed to establish the parcel boundaries and right-of-way where the pathway alignment is planned.

B. Title Reports:

1. Keller will retain a title company to provide title reports for up to 18 parcels adjacent to where easements will be required.

C. Topographic Survey:

1. A topographic design survey of the proposed pathway alignments as shown in Figure 1 above.

D. Utility Locates:

1. Keller will retain a utility locate company to field locate existing utilities.

TASK 3: MATERIALS MEMO

Assumptions & Understanding:

The City's standard pathway section will be used for the project. To check the City's standard pathway section, two R-value tests will be performed on the subgrade. From the R-value results, a pavement section will be calculated using ITD's gravel equivalency method. An abbreviated letter-report summarizing the City's standards, existing pathway ballast section, R-value tests results, results will be submitted as a combined Materials Memo.

Work Tasks:

Atlas will provide geotechnical engineering, see their attached scope of work. Work Tasks to be performed by Keller are as followed:

1. **Coordination with Sub-Consultant:** Keller will coordinate the work of Atlas including scheduling, location of test pits, and R-value tests.
2. **Permission to Enter:** Keller will seek permission to enter the project properties.
3. **Review Letter-Report:** Keller will review the letter-report prior to submitting to the City and LHTAC.
4. **Submit Letter-Report:** Keller will submit the letter-report to the City and LHTAC.
5. **City/LHTAC Comment Revisions:** Keller will coordinate revisions of letter-report with Atlas, including backchecking revisions and re-submitting final report to the City and LHTAC.



SCOPE OF WORK for City of Meridian 13819, Rail with Trail Pathway – Meridian, ID

TASK 4: REZONE AND LAND TRADE

- A. Keller will prepare and submit to the City of Meridian a Rezone Application for the Strum Property as shown in Figure 1, above.
- B. Boundary Exhibits:
 - 1. Keller will prepare boundary descriptions and exhibits for 3 properties for use in the City's land-trade documents. This also includes the preparation and recording of a record of survey. Public Land Survey Monuments not meeting I.C. which are used in preparation of the documents and record of survey will be updated and recorded in Ada County.
- C. Deliverables:
 - 1. Rezone Application

TASK 5: IRRIGATION COORDINATION

- A. Keller will coordinate with the Nampa Meridian Irrigation District to setup a kick-off meeting for this project and request the design flows for the project. The goal of this meeting will be to determine the irrigation district requirement for the project.
- B. Keller will prepare the necessary application and documentation required by the irrigation district for the preparation of a license agreement. This also includes a meeting with the NMID engineer to review the submitted plans and update the documents per NMID comments including the District's Engineer.
- C. Irrigation Technical Memorandum: Prepare a technical memorandum including project assumptions and existing system information, HY-8 analysis, including typical section, pipe size, and cover information. A draft memo will be prepared for the City and LHTAC to review before submittal to NMID. NMID to provide design flow.
- D. City and LHTAC Responsibilities
 - 1. Attend kick-off meeting with NMID
 - 2. Review and provide comments on draft technical memorandum
 - 3. Review and provide comments on license agreement application and associated documentation.
- E. Deliverables:
 - 1. Kick-off Meeting Agenda and Meeting Minutes
 - 2. Draft Irrigation Technical Memorandum
 - 3. Final Irrigation Technical Memo
 - 4. License Agreement Application and documentation



SCOPE OF WORK for City of Meridian 13819, Rail with Trail Pathway – Meridian, ID

TASK 6: ADA COUNTY HIGHWAY DISTRICT COORDINATION

- A. Keller will contact the Ada County Highway District (ACHD) to set up a kick off meeting for this project to discuss the ACHD requirements for facilities within ACHD right-of-way.
- B. Keller will submit plans to ACHD. Keller will address comments from ACHD and resubmit plans.
- C. Deliverables:
 - Kick off meeting agenda and Meeting minutes
 - Revise and Resubmit plans per ACHD comments.

TASK 7: UTILITIES AND STORMWATER POLLUTION PREVENTION PLAN

- A. Utility Company Contacts: Contact known utility companies within project area following procedures outlined in the ITD Guide to Utility Management (GUM).
- B. Request Utility Locates and Maps: Request utility maps from appropriate companies that may have utilities in the area.
- C. Utility Plans: Coordinate plans with utility companies. It is anticipated that there are a maximum of 4 utility companies in the project vicinity that will require coordination of utility plans.
- D. Stormwater Pollution Prevention Plan (SWPPP): Complete SWPPP template with basic project information for the project. Contractor will be responsible for SWPPP. Details would occur at Final Design.
- E. City Responsibilities:
 - Provide City GIS data for utilities.
- F. Deliverables:
 1. SWPPP Template with basic project information



*SCOPE OF WORK for City of Meridian
13819, Rail with Trail Pathway – Meridian, ID*

TASK 8: PUBLIC INVOLVEMENT

A. Project Notification Postcard

1. Keller will prepare and mail postcard to advertise the public meeting. Anticipated 200 postcards will be mailed.

B. Public Meeting:

1. Meeting Materials: Prepare posterboard exhibits and public comment form. Keller will prepare up to 4 exhibits. Anticipated exhibits are as follows:
 - Welcome
 - Aerial of Project
 - Typical Sections
 - Next Steps/Schedule
2. Meeting Notice Posters: Prepare and print four copies of poster for sandwich boards.
3. Keller will attend public meeting with up to 2 representatives.
4. Keller will compile and summarize public comments from the public comment form and meeting. It is anticipated that a maximum of 5 comments will be received and responded to.

C. City and LHTAC Responsibilities

1. Provide list of mailing addresses for postcards to be sent to within 0.5 mile project radius.
2. Schedule date, time and location for public meeting.
3. Provide sandwich boards for meeting notice posters.

D. Deliverables:

1. Project Notification Postcard.
2. Poster Board Exhibits & Comment Form.
3. Summary of public comments.
4. Sandwich board posters.



*SCOPE OF WORK for City of Meridian
13819, Rail with Trail Pathway – Meridian, ID*

TASK 9: PRELIMINARY DESIGN

- A. Preliminary Design (60%): Develop preliminary roll plot design drawings showing the pathway alignment, pathway section, preliminary grading of pathway and shoulders, and proposed landscape to be removed. Preliminary layout of irrigation district facilities will also be shown. A preliminary cost estimate will be developed.
- B. In House Review: Periodically at key project development stages, senior personnel will review project elements, deliverables, and schedule. This oversight is important to allow senior professionals to provide project input and quality control.
- C. Preliminary Design Review Meeting: Attend preliminary design review meeting.
- D. City and LHTAC Responsibilities
 - 1. Review and provide one set of consolidated comments to the final design drawings and cost estimate.
 - 2. Attend Preliminary Design Review meeting. Compass will also be invited to the review meeting.
- E. Deliverables:
 - 1. Preliminary Roll Plot Design Drawings
 - 2. Preliminary Design Cost Estimate
 - 3. QC Checklist



SCOPE OF WORK for City of Meridian 13819, Rail with Trail Pathway – Meridian, ID

TASK 10: FINAL DESIGN

- A. Final Design (95%): Advance the plan set to incorporate details of construction and update plans and cost estimate as identified in Preliminary Design Review. The anticipated plan sheets are as follows:
- Title Sheet (1)
 - Monument Perpetuation (1)
 - Project Clearance Summary (1)
 - Roadway Summary Sheet (1)
 - Irrigation Pipe Summary Sheets (1)
 - Typical Section Sheet (1)
 - Demolition Sheet (4)
 - Traffic Control Sheet (1)
 - SWPPP Sheet (3)
 - Pathway and Irrigation Plan and Profile Sheets (6)
 - Detail Sheets (3)
 - Pavement Marking, signing and bollard detail Sheet (4)
- B. Special Provisions: Complete the project proposal (Special Provisions) incorporating standard clauses and notes to contractor.
- C. Prepare Contract Time Determination: Conduct a contract time determination for the project.
- D. In House Review: Periodically at key project development stages, senior personnel will review project elements, deliverables, and schedule. This oversight is important to allow senior professionals to provide project input and quality control.
- E. Irrigation District Submittal:
1. Submit stamped irrigation plans to NMID.
 2. Attend irrigation review meeting with NMID, City and LHTAC.
 3. Address comments from irrigation review meeting.
- F. Final Design Review Meeting: Attend final design review meeting and perform project walk-through.
- G. City and LHTAC Responsibilities
1. Review and provide one set of consolidated comments to the final design drawings and cost estimate.
 2. Attend Final Design Review meeting. Compass will also be invited to the review meeting.



SCOPE OF WORK for City of Meridian 13819, Rail with Trail Pathway – Meridian, ID

Deliverables:

1. Final Design Plans
2. Technical Specifications
3. Final Design Cost Estimate
4. QC Checklist

TASK 11: PS&E DESIGN

- A. **Revise Final Design:** Based on final design review comments, perform final design modifications to the plan proposal and associated drawings.
- B. **PS&E Preparation & Deliverables:** Coordinate essential changes with City and LHTAC. Make changes to other deliverables such as the opinion of probable cost (Estimator), the special provisions, and contract time determination.
- C. **In House Review:** Periodically at key project development stages, senior personnel will review project elements, deliverables, and schedule. This oversight is important to allow senior professionals to provide project input and quality control.
- D. **Assemble Resident Engineer File:** Gather, copy, assemble and transmit information for the Resident Engineer File including surveys, quantity calculations, special correspondence affecting construction, phone numbers of contact persons, permits, and other pertinent construction information. One file will be provided.
- E. **Bidder's Questions:** During bidding, Keller will answer LHTAC's and bidder's RFIs. It is assumed a total of 12 hours for the project manager and project engineer (6 hours each) to respond to questions.
- F. **Construction Related Services:** Keller will support the City in the preparation of the contract documents and bidding procedures as required by Federal-Aid funding. The City will process the project through necessary steps including project advertisement. The City will schedule, coordinate, and perform Bid Opening. The City will check bonds, prepare the construction agreement and send the information to LHTAC. .
- G. **Bid Analysis:** Review bid results and make recommendation of award to the City.
- H. **Minimum Testing Requirements (MTRs)** –Develop the list of MTRs for the project. This information will be documented on form ITD-862 and used to track the materials testing required on the project and coordination of sampling, testing, and reporting results.



SCOPE OF WORK for City of Meridian 13819, Rail with Trail Pathway – Meridian, ID

I. Deliverables:

- PS&E Design Plans
- Project Proposal
- PS&E Design Cost Estimate
- Contract Time Determination
- Minimum Testing Requirements (MTRs)
- Bid Analysis
- Resident Engineer File
- QC Checklist

TASK 12: ADDITIONAL SERVICES

- A. From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. Examples of such work could include, but are not limited to, hiring a subconsultant to perform environmental tasks, the net benefit analysis, reconstruction of irrigation culvert crossings based on condition evaluation, additional surveying, or changes to the design such as development of adjacent parcels. Each request for Additional Services will be mutually agreed upon by LHTAC, City of Meridian, and Keller. No work under this task will be performed without the written consent or approval of LHTAC.

SCHEDULE

The anticipated milestones for the overall project schedule are listed below. Schedule is based on three-week review periods for the City and Stakeholders.

- | | |
|-------------------------------------|---------------------------------|
| • Notice to Proceed | February 8 th , 2023 |
| • Change of Zoning Submittal | March 9 th , 2023 |
| • Land Trade Documentation | April 5 th , 2023 |
| • Preliminary Design Submittal | May 4 th , 2023 |
| • Preliminary Design Review Meeting | June 8 th , 2023 |
| • Environmental | November 9th, 2023 |
| • Final Design Submittal | March 7 th , 2024 |
| • Final Design Review Meeting | April 11 th , 2024 |
| • PS&E Submittal | June 1 st , 2024 |

CONSULTANT NAME: Keller Associates, Inc.
PROJECT NAME: Rail with Trail
KEY NO. 13918

A. SUMMARY ESTIMATED LABOR-DAY COSTS

	Labor-Days	Labor-Hours	Hourly Rate	Raw Labor Cost
1 PRINCIPAL/CHIEF ENGR	0.00 =	0.0 @	\$70.67 = \$	-
2 PROJ MGR/SR. ENGR	25.63 =	205.0 @	\$63.46 = \$	13,009.30
3 ENGINEER (PE)	9.00 =	72.0 @	\$49.04 = \$	3,530.88
4 ENGINEER (EI)	88.25 =	706.0 @	\$36.73 = \$	25,931.38
5 SURVEYOR (PLS)	12.25 =	98.0 @	\$46.70 = \$	4,576.60
6 1-PERSON SURV CREW	8.25 =	66.0 @	\$40.32 = \$	2,661.12
7 SURVEY TECHNICIAN	7.00 =	56.0 @	\$41.50 = \$	2,324.00
8 CADD DESIGNER	6.00 =	48.0 @	\$52.88 = \$	2,538.24
9 CLERICAL	9.63 =	77.0 @	\$24.07 = \$	1,853.39
	166.00	1,328.0		
TOTAL RAW LABOR COST				= \$ 56,424.91

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Rate	
\$56,424.91	X	171.26%	= \$ 96,633.30

C. NET FEE

Total Raw Labor & Overhead		NET FEE***	
\$153,058.21	X	12.5%	= \$ 19,132.28

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$56,424.91	X	0.00%	\$ -

TOTAL LABOR \$ 172,190.49

E. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	Estimated Expense
1 MILEAGE (miles)*	0	@ \$0.625	= \$ -
2 TITLE REPORTS	18	@ \$250.00	= \$ 4,500.00
3 PRIVATE UTILITY LOCATI	0	@ \$0.00	= \$ -
4 Traffic Control Rental (days)	0	@ \$1,600.00	= \$ -
	Labor & Overhead x	6/18 x Escalation	
5 Salary Esc 2024	153,058 x	0.33 x 4.00%	= \$ 2,040.78
TOTAL ESTIMATED EXPENSE			= \$ 6,540.78

Approved

Amanda LaMott
01/25/2023 2:40:59 PM

F. SUBCONSULTANTS

Atlas	**	= \$ 4,264.00
	**	=

TOTAL = \$182,995.27

* As per the "FEDERAL PER DIEM RATES FOR IDAHO." Lodging includes 8% taxes.

** See attached Subconsultant's Summary

CONSULTANT NAME: Keller Associates, Inc.												
PROJECT NAME: Rail with Trail												
KEY NO. 13918												
	Work Task	Principal/ Chief Engr	Proj Mgr/ Sr. Engr	Struct Eng (PE)	Engineer (PE)	Engineer (EI)	Surveyor (PLS)	1-Person Surv Crew	Survey Tech	CAD Designer	Clerical	TOTAL
1.0	Project Management											
A	Pre-Op Conference		1.0			2.0						3
B	Progress Reports		27.0								9.0	36
C	Project Schedule		14.0									14
D	Coordination Meetings		18.0			36.0						54
	Subtotal		60			38					9	107
												107
2.0	Survey and Right-of-way											
A	Research							10.0	48.0			58
B	Title Reports										6.0	6
C	Topographic Survey						10.0	48.0				58
D	Utility Locates											
	Subtotal						10	58	48		6	122
												122
3.0	Materials Memo (See Atlas SOW)											
1	Coordination w/ Sub		1.0									1
2	Permission to Enter					2.0						2
3	Review Letter/Report		1.0			1.0						2
4	Submit Letter/Report		1.0			1.0						2
5	City/LHTAC Comment Revisions		1.0			1.0						2
	Subtotal		4			5						9
												9
4.0	Rezone & Land Trade											
A	Prepare & Submit Rezone Application		6.0			30.0						36
B	Boundary Exhibits		4.0			4.0	80.0					88
	Subtotal		10			34	80					124
												124
5.0	Irrigation Coordination											
A	Kick-off Meeting		2.0			4.0						6
B	License Agreement		4.0			20.0						24
C	Irrigation Tech Memo		5.0			40.0						45
	Subtotal		11			64						75
												75

Work Task		Principal/ Chief Engr	Proj Mgr/ Sr. Engr	Struct Eng (PE)	Engineer (PE)	Engineer (EI)	Surveyor (PLS)	1-Person Surv Crew	Survey Tech	CAD Designer	Clerical	TOTAL
6.0	ACHD Coordination											
A	Kick-off Meeting		2.0			4.0						6
B	Address ACHD Comments & Resubmittal		4.0			10.0						14
	Subtotal		6			14						20
												20
7.0	Utilities & SWPPP											
A	Utility Company Contacts		1.0			2.0					6.0	9
B	Request Utility Locates & Maps		1.0			14.0					8.0	23
C	Utility Plans		6.0			20.0					4.0	30
D	Stormwater Pollution Prevention Plan		4.0			10.0						14
	Subtotal		12			46					18	76
												76
8.0	Public Involvement											
A	Project Notification Postcard		2.0			6.0					20.0	28
B	Public Meeting											
	a. Meeting Materials		2.0			15.0					4.0	21
	b. Meeting Notice Posters		1.0			4.0					4.0	9
	c. Attends Mtg		3.0			5.0						8
	d. Compile Comments					2.0						2
	Subtotal		8			32					28	68
												68
9.0	Preliminary Design											
A	Preliminary Design		10.0			88.0				40.0		138
B	In House Review				10.0							10
C	Prelim. Design Review Mtg		2.0			4.0					2.0	8
	Subtotal		12		10	92				40	2	156
												156
10.0	Final Design											
A	Final Design		12.0			156.0						168
B	Special Provisions		4.0			20.0						24
C	Contract Time Determination		4.0			4.0						8
D	In House Review				16.0							16
E	Irrigation District Submittal		8.0			10.0						18
F	Final Design Review Meeting		6.0			8.0					2.0	16
	Subtotal		34		16	198					2	250
												250

Work Task		Principal/ Chief Engr	Proj Mgr/ Sr. Engr	Struct Eng (PE)	Engineer (PE)	Engineer (EI)	Surveyor (PLS)	1-Person Surv Crew	Survey Tech	CAD Designer	Clerical	TOTAL
11.0	PS&E Design											
A	Revise Final Design		4.0			60.0						64
B	PS&E Preparation & Deliverables		4.0			30.0						34
C	In House Review				16.0							16
D	Assemble RE File		4.0			10.0					4.0	18
E	Bidder's Questions		6.0			6.0						12
F	Construction Related Services		4.0			8.0						12
G	Bid Analysis		2.0			6.0						8
H	Minimum Testing Requirements		4.0			8.0						12
	Subtotal		28		16	128					4	176
												176
12.0	Administrative Reserve											
1	Admin Reserve		20.0		30.0	55.0	8.0	8.0	8.0	8.0	8.0	145
	Subtotal		20		30	55	8	8	8	8	8	145
												145
	GRAND TOTAL		205		72	706	98	66	56	48	77	1328
											check ==>	1328
			0.2		0.1	0.5	0.1	0.0	0.0	0.0	0.1	1.0

Kelsie Styrlund

From: Brian Felgenhauer <BFelgenh@stewart.com>
Sent: Wednesday, December 21, 2022 2:31 PM
To: Kelsie Styrlund
Cc: Donn Carnahan
Subject: RE: Title Report Quote Request - 18 Parcels in Meridian, ID

Absolutely I can. We did some for you in August of this year and the fees would be the same.

\$250 per Title Report as a Report Only without title insurance.

18 Title Report x \$250 = \$4,500.00 total

We would be able to have all 18 out to you within 7 business days or sooner.

Please let me know if you have any other questions.

Thank you

Brian Felgenhauer

Title Manager
Sr. Title Officer

Stewart Title Company

1944 S Eagle Rd

Meridian, Idaho 83642

O (208) 373-0009 | D (208) 287-8101

stewart.com/boise | bfelgenh@stewart.com



NYSE: STC

From: Kelsie Styrlund <kstyrlund@Kellerassociates.com>
Sent: Wednesday, December 21, 2022 2:22 PM
To: Brian Felgenhauer <BFelgenh@stewart.com>
Cc: Donn Carnahan <dcarnahan@Kellerassociates.com>
Subject: [External] Title Report Quote Request - 18 Parcels in Meridian, ID

Hi Brian,

Would you be able to provide us an official quote for 18 title reports in Meridian? The reports are needed for right-of-way acquisition and would need to include the legal ownership, existing boundaries, any encumbrances or expectations, include "Schedule D" disclosures and a copy of the plat/subdivision map.

Thanks, and feel free to call with any questions, my cell number is listed below.



2791 S. Victory View Way
Boise, ID 83709
(208) 376-4748 | oneatlas.com

December 13, 2022
Proposal No. 22-15676

Kelsie Styrlund
Keller Associates, Inc.
100 East Bower Street, Suite 110
Meridian, ID 83642
(208) 288-1992

**Subject: Pavement Geotechnical Investigation Proposal
Meridian Railway Trail
Broadway Avenue
Meridian, ID 83642
Latitude: 43.609583, Longitude: -116.401702**

Dear Gary Carrol:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal for a pavement geotechnical investigation for the Meridian Railway Trail project located at Broadway Avenue within Meridian, ID.

The subsurface investigation will be conducted to provide information needed in design of the proposed project. The project is expected to consist of a 0.4-mile-long walking pathway along the railroad. It is anticipated that maintenance vehicles will also use this pathway. Retaining walls and drainage facilities are not anticipated. Our scope of work for the project is limited to providing pavement recommendations for the site. Revisions may be required based on final design requirements. This proposal contains our proposed scope of work, fee, and schedule.

SCOPE OF WORK

Exploration and recommendations will be prepared under the supervision of a registered professional engineer. Qualified personnel will perform all field work. In accordance with your request, our proposed subsurface exploration will include the following services:

Subsurface Soils Investigation

- Underground public utility locate services will be contacted prior to commencement of field work. The client, property owner, and/or developer are responsible for private utility locates as Atlas cannot be held responsible for the cost of replacement of utility services.
- Per your request, two (2) test pits will be advanced on the site. Test pits will be backfilled at completion of exploration. Surfaces will be left in a rough and somewhat mounded condition. Costs can be determined if additional surface restoration is necessary.
- Soil will be classified in the field in accordance with applicable standards, including ASTM D2488.



- Representative soil samples will be collected and transported to our laboratory for additional testing, per ASTM or other recognized standards.

Geotechnical Engineering Report

- Results of field and laboratory testing will be included.
- Final logs will be provided based on field classification, laboratory test data, and classification of soils per ASTM D2487. These logs will incorporate all subsurface soil and/or rock profile properties that may affect engineering conclusions.
- A summary of soil conditions encountered will be provided.
- Approximate exploration locations will be provided on a site map.
- Applicable pavement section recommendations will be provided.
- Fill material type and placement recommendations will be presented.
- Recommendations for construction activities will be included.

COST INFORMATION

The fees outlined in this proposal are based on review of the provided project details and/or documents, as well as our experience on similar projects. The outlined scope of work will be billed on a lump-sum basis for a total fee of \$4,264.00. The cost of services may exceed this proposed fee if unanticipated conditions are encountered that would warrant additional investigation or analysis, or if the proposed plans are changed from the previously stated understanding of the project. Atlas will notify the client and obtain approval prior to incurring any additional fees on the project. All subsequent services and communications with design consultants or contractors will be charged in accordance with the attached fee schedule.

SCHEDULE

Atlas will proceed with the work on the basis of verbal authorization; however, please sign and return a copy of this proposal. Public underground utility locate services will be notified as required by law once notice to proceed is received. Utility locate services require 2 full business days before subsurface exploration can commence. Atlas anticipates issuing our findings and recommendations within 15 business days from the last date field work is performed or soil samples are obtained.



CLOSURE

This proposal is valid for 90 days from the date initiated. If you have any questions regarding this document or if we may be of further service, please contact our office at (208) 376-4748.

Atlas sincerely appreciates this opportunity to provide professional services to you on this project. We look forward to working with your team.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

A handwritten signature in black ink that reads "Jacob Schlador". The signature is written in a cursive, flowing style.

Jacob Schlador, PE
Geotechnical Engineer

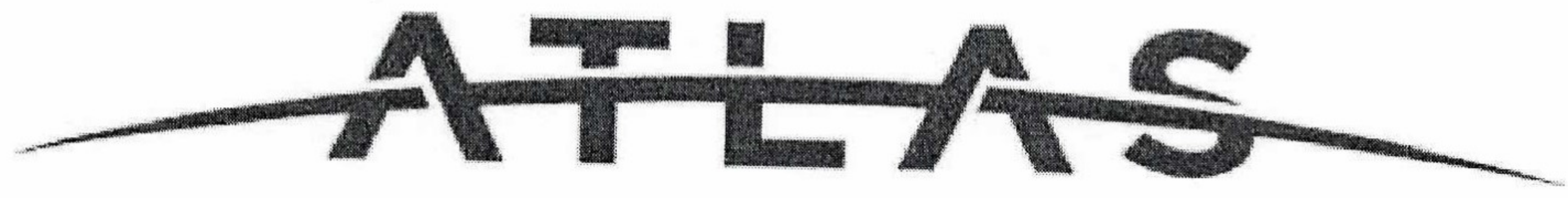
Attachment: Fee Schedule



It is proposed that the cost of these services be invoiced on a lump sum basis as outlined below.

	Unit Rate	Units	Subtotal
FIELD INVESTIGATION			
Atlas Field Investigation Fees			\$584.00
Excavation Subcontractor Fees			\$570.00
REPORTING			
Final Report Fees			\$1,620.00
LABORATORY TESTING			
Sieve Analysis (ASTM C117/C136)	\$150.00	2	\$300.00
Atterberg Limits (ASTM D4318)	\$170.00	2	\$340.00
R-Value (Idaho T8)	\$425.00	2	\$850.00
MISCELLANEOUS			
Meetings/Consultation, per hour (if needed)	\$110.00	0	\$0.00
PROJECT TOTAL:			\$4,264.00

2021 LHTAC PRICING
 Atlas Technical Consultants LLC
 2791 S Victory View Way
 Boise, Idaho 83709



CONCRETE TESTING					
MTI Code	Task	Test Hours	Unit Cost	Labor	Notes
92171	CMU Comp Str Prism Grouted (Each)	1.25	\$147.16	44620	
92243	Concrete Cylinders C39/T22 (Each)	0.30	\$35.32	44620	
	VSI Analysis (set of 2 cylinders)	1.00	\$117.73	44620	
	Surface Resistivity T-358 (set of 3 cylinders)	0.50	\$58.86	44620	
92270	Cubes - Grout/Mortar/Gypsum (Each)	0.38	\$44.74	44620	
92279	Conc/Shot/Rock Core Cut/Prep (Each)	0.50	\$58.86	44620	
92414	Grout Prisms C1019 (Each)	0.25	\$29.43	44620	
92639	Mortar Cylinder Strength C109/T106	0.25	\$29.43	44620	
92774	Shotcrete Panel Cores, Each	1.00	\$117.73	44620	
SOIL & AGGREGATE TESTING					
MTI Code	Task	Test Hours	Unit Cost	Labor	Notes
91563	Aggregate Unit Weight C29/T19	1.15	\$106.89	44630	
91584	Fine Aggregate Angularity	0.75	\$69.71	44630	
92063	Atterberg Limits D4318/T89, T90	1.50	\$176.59	44620	
92144	Cleanness Value of Cover Coat	1.25	\$116.19	44630	
92369	Flat & Elongated Particles D4791	0.75	\$69.71	44630	
92396	Fracture Face D5821/TM1	0.75	\$69.71	44630	
92477	Hydrometer D422/T88	1.75	\$206.02	44620	
92504	Idaho Degradation ID T15	4.00	\$470.90	44620	
92540	LA Abrasion C131, C535/T96	2.75	\$323.75	44620	
92630	Moisture Content Soil/Agg	0.50	\$46.47	44630	
92684	Proctor T99/T180	4.00	\$371.79	44630	
92693	Proctor 1-Point T99/T180	sum below	\$302.08	44630	
	Proctor 1-Point T99/T180	1.50	\$139.42	44630	
	Sieve - Coarse T11/T27	1.25	\$116.19	44630	
	Moisture Content Soil/Agg	0.50	\$46.47	44630	
92720	Specific Grav - Coarse Aggregate	4.00	\$470.90	44620	
92729	Spec Grav - Fine Aggregate	4.00	\$470.90	44620	
92756	Sand Equivalent D2419/T176	1.25	\$116.19	44630	
92819	Sieve - Fine T11	1.50	\$139.42	44630	
92792	Sieve - Coarse T11/T27	1.25	\$116.19	44630	
92801	Sieve - Coarse & Fine T11/T27	2.50	\$232.37	44630	
94500	Gradation/SE (granular subbase)	sum below	\$418.27	44630	
	Gradation/SE	2.75	\$255.61	44630	
	Sieve - Coarse T11/T27	1.25	\$116.19	44630	
	Moisture Content Soil/Agg	0.50	\$46.47	44630	
94510	Gradation/FF/SE (aggregate - crushed)	sum below	\$441.50	44630	
	Gradation/FF/SE	3.00	\$278.84	44630	

	Sieve - Coarse T11/T27	1.25	\$116.19	44630	
	Moisture Content Soil/Agg	0.50	\$46.47	44630	
94520	GsB Rap	8.00	\$941.81	44620	
92711	R-Value D2844/T1901 ID T8	5.00	\$588.63	44620	
92864	Soil Elec Resist - Soil Box	1.25	\$147.16	44620	
92873	Soil pH for Corrosion Testing	1.25	\$147.16	44620	
92900	Sulfate Soundness C88/T104	3.75	\$441.47	44620	
HOT MIX ASPHALT TESTING					
MTI Code	Task	Test Hours	Unit Cost	Labor	Notes
92009	Asphalt Content - Ignition Method	2.00	\$185.90	44630	
92594	Mechanical Analysis D5444	1.25	\$116.19	44630	
92054	Asphalt Extraction (Chemical Method)	4.00	\$371.79	44630	
92747	Spec Grav Rice - Theoretical Max (Set of 2)	2.50	\$232.37	44630	
94530	Gyro - Voids/Bulk S.G (Set of 2)	2.00	\$185.90	44630	
94540	HMA Moisture	0.50	\$46.47	44630	
94550	N-Cat Correlation	5.00	\$588.63	44620	
94560	Binder Sample Anti-Strip Presence - ID T-99	1.75	\$206.02	44620	
92018	Asph Unit/Wght Dia, Hght Core	0.75	\$69.71	44630	
92585	Marshall Test Series D1559/T245	7.00	\$824.08	44620	