

INTERAGENCY COOPERATIVE DEVELOPMENT AGREEMENT

This COOPERATIVE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of August, 2021, by and between Brighton Development, Inc., an Idaho corporation (the "Developer"), and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho ("ACHD") and the City of Meridian, an Idaho municipal corporation ("City").

RECITALS

WHEREAS, ACHD is a single county-wide highway district organized and existing under the laws of the State of Idaho, with the responsibility, jurisdiction, and authority to improve public roads and assess development impact fees in accordance with the Idaho Development Impact Fee Act;

WHEREAS, City is a public entity organized and operating pursuant to Idaho Code Title 50, as amended and supplemented. City is a municipal corporation with the jurisdiction, authority and police power to regulate and control municipal activities within the City, including, without limitation, the authority to expend funds for the placement, installation and maintenance of lighting, landscaping, water and sewer infrastructure, and other features in or along public rights-of-way within the City;

WHEREAS, the parties desire to describe and provide for the construction of the Project (as defined below); and

WHEREAS, the parties desire to provide for the allocation and payment of the Project Costs (as defined below) between the parties; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to Idaho Code § 67-2332, which provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

1.1 The term “ACHD Reimbursable Project Costs” shall mean all Project Costs of permanent roadway improvements consistent with the CIP excluding the following:

- a. City Reimbursable Project Costs;
- b. Costs for any new utility services installed to serve exclusively Developer’s Parcel within the Project;
- c. Costs for landscaping abutting Developer’s Parcel;
- d. Administrative and overhead costs of Developer other than the Construction Manager’s compensation;
- e. Interest on funds used for the Project;
- f. Liquidated damages.

1.2 The term “City Fire Parcel” shall mean Ada County parcel no. S1405212420.

1.3 The term “City Park Parcel” shall mean Ada County parcel no. S1405212410.

1.4 The term “City Reimbursable Project Costs” shall mean all Project Costs of:

- a. Installation of new street lighting on that portion of the south side of Lake Hazel Road abutting City Fire Parcel, and installation of replacement street lighting on that portion of the south side of Lake Hazel Road that abuts City Park Parcel;
- b. Installation of a ten-foot wide concrete multi-use pathway on that portion of the south side of Lake Hazel Road abutting City Fire Parcel, and installation of a ten-foot wide concrete multi-use pathway on the west side of Recreation Road from the intersection of Lake Hazel and Recreation Road to the south boundary of the City Fire Parcel;
- c. Rock treatment in buffer area between curb and multi-use pathways on both sides of Lake Hazel Road;
- d. Installation of one two-inch (2”) conduit for future City fiber optics along entire Project area;
- e. Adjustment, relocation and/or abandonment of the existing City water line along Project area;
- f. Installation of City water and sewer lines on Recreation Road to serve City Fire Parcel; and
- g. Construction Manager’s compensation, which shall be three percent (3%) of the total Reimbursable Project Costs.

1.5 The term “Construction Manager” shall mean Zach Meyers an employee of Developer, who shall coordinate and supervise the Project. For the purpose of this Agreement, the Construction Manager’s compensation shall be three percent (3%) of the Reimbursable Project Costs.

1.6 The term “Engineer’s Estimate” means an estimate of the Project Costs prepared by the Project Engineer.

1.7 The term “Impact Fee” shall mean a payment of money imposed by ACHD as a condition of development approval pursuant to ordinance adopted by ACHD under the authority granted to it by the Idaho Development Impact Fee Act, and shall not include any other fees, permits or assessments by ACHD or any other agency.

1.8 The term “Non-Impact Fee Eligible” portion of Project Costs shall mean that portion of the Reimbursable Project Costs which relate to irrigation, utility and landscaping costs as detailed in the ACHD 2020 Capital Improvements Plan.

1.9 The term “Project” refers to the following (depicted in **Exhibit A**):

- a. The reconstruction and widening of Lake Hazel Road from approximately one-quarter mile east of Locust Grove Road to approximately one-quarter mile west of Eagle Road to five lanes, with 10-foot wide concrete multi-use pathways on both sides of the road, new or relocated City water line along Lake Hazel Road, street lighting on that portion abutting City Fire Parcel and City Park Parcel, and two-inch (2”) conduit for future City fiber optics;
- b. The installation of a signalized intersection at Lake Hazel Road and Recreation Road;
- c. The construction of Recreation Road from its intersection with Lake Hazel to the southern boundary of City Fire Parcel, with 10-foot wide concrete multi-use pathway on west side of the road, street lighting, City water line, City sewer line, and two-inch (2”) conduit for future City fiber optics.
- d. The construction of a signalized intersection of Lake Hazel Road and the future collector road to be constructed south of Lake Hazel Road located at the mid-mile location between Locust Grove Road and Eagle Road with 5-lanes on the east and west legs and 3-lanes on the south leg.

1.10 The term “Project Costs” refers to all costs of completing the Project, including (i) all design, construction, testing and inspection costs, (ii) compensation for the Project Engineer and Construction Manager as provided herein, and (iii) all other costs related to and reasonably necessary for completion of the Project, excluding the cost of acquiring any additional right-of-way, costs associated with any necessary development

approvals and all costs associated with the preparation, review and negotiation of this Agreement.

1.11 The term “Project Engineer” shall collectively mean any licensed engineer engaged by Developer to manage and coordinate the design, inspection and certification of the Project.

1.12 The term “Reimbursable Project Costs” shall mean the total of all ACHD Reimbursable Project Costs and City Reimbursable Project Costs.

1.13 The terms “Substantial Completion” and “Substantially Complete” shall have the same meaning as in the ACHD General Conditions for a construction contract, which provide as follows: “The Work is Substantially Complete when the Resident Engineer determines the Owner has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, and only minor incidental work or correction or repair remains for the physical completion of the total Contract.”

1.14 The term “Developer’s Parcel” shall mean Parcel No. S1405120902 located south of Lake Hazel Road east of the future collector road located at the mid-mile location between Locust Grove Road and Eagle Road.

SECTION 2.

DESIGN AND BIDDING OF THE PROJECT

2.1 Developer to Arrange for Project Design. Developer shall provide for the design of the Project by the Project Engineer who shall be a design professional acceptable to, and in accordance with the customary requirements of ACHD. The design of the Project shall be in accordance with the standards and specifications set forth in the ACHD Policy Manual. The Project Engineer, the terms of his or her compensation including scope of work shall be subject to ACHD approval. The Project Engineer shall design improvements related to water, sewer, and streetlights in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), the City’s Supplemental Specifications to the ISPWC, and the City’s Revisions to the Standard Specifications.

2.2 Access to Public Right-of-Way. ACHD shall provide access to the public right-of-way to Developer and its agents as may be reasonably necessary in connection with the Project design and the Engineer’s Estimate.

2.3 Final Approval of Final Plans. ACHD and City shall review the Project plans and waive all review fees. ACHD and City shall approve, in their reasonable discretion, the Engineer’s Estimate and the Project plans. ACHD, City and Developer shall acknowledge in writing the final, approved Project plans and the Engineer’s Estimate prior to commencement of construction, and neither shall thereafter be modified in any material way unless such modifications are approved in writing signed by ACHD, City and Developer.

2.4 Delivery of Documents to ACHD and City. Following the parties' written acknowledgment of the final Project plans and Engineer's Estimate, Developer shall cause the Project engineer to submit the following to ACHD and City:

- a. three (3) sets of the Project plans; and
- b. any other related information requested by ACHD and City.

2.5 Access to Information by ACHD and City. Developer shall provide ACHD with access to all designs, plans, specifications, reports, data and other materials (both digital, electronic and hard copy) produced by Developer and its agents and contractors under this Agreement.

2.6 Ownership of Design Plans. Upon execution of this Agreement and the parties' written acknowledgment of the final Project plans and Engineer's Estimate, Developer shall forward to ACHD copies of all previously prepared design plans for the Project in its and/or its consultant's possession, including but not limited to design plans, data, consultant reports prepared by third parties, soil reports, engineering reports, and right-of-way plans (collectively "design plans"). Developer shall obtain any necessary third-party consents required by ACHD for ACHD's possession and potential use of the design plans. In the event of Developer's default under this Agreement, all ownership interest in the design plans shall transfer to ACHD and ACHD shall become the exclusive owner of said design plans for any use whatsoever including but not limited to completion of the Project. ACHD shall not be obligated to reimburse Developer for the cost of said design plans unless the design plans have been completed to ACHD standards and specifications. Developer hereby indemnifies and holds ACHD harmless from and against any and all loss, injury, death and damage, and attorney's fees and cost that might be incurred by ACHD in defending any claim that may result solely from the use of the design plans by ACHD, its Commissioners, employees, contractors and/or agents. Developer hereby indemnifies and holds City harmless from and against any and all loss, injury, death and damage, and attorney's fees and cost that might be incurred by City in defending any claim that does or may result from the use of the design plans by City, its elected officials, employees, contractors and/or agents.

SECTION 3. **CONSTRUCTION CONTRACT**

3.1 Soliciting Bids. After ACHD and City have approved the Project plans and the Engineer's Estimate, Developer shall solicit a minimum of three (3) bids for construction of the Project in compliance with the approved Project plans and the related requirements for public highway projects as required by Idaho law. As an alternative, Developer may hire, at Developer's sole cost and expense, a manager to solicit competitive bids from subcontractors following the requirements set forth above.

- a. ACHD and City shall review and approve the bid amounts prior to Developer awarding the construction contract.

3.2 Contract Terms. The construction contract shall include, at minimum, the following provisions:

- a. a requirement that the contractor provide payment and performance bonds required by the Public Contracts Bond Act, Chapter 19, Title 54, *Idaho Code* naming ACHD as an additional beneficiary;
- b. a requirement that the successful bidder be licensed as a public works contractor (Chapter 19, Title 54, *Idaho Code*);
- c. a requirement that the extension of Bridge #2122 over the Farr Lateral be completed by March 1, 2022;
- d. a requirement that the construction of the Project in accordance with the approved designs, plans and specifications be Substantially Complete no later than August 19, 2022, and final completion of the total contract within four (4) weeks from the date of Substantial Completion;
- e. a provision that the time for Substantial Completion and completion of the Project will only be extended by (i) acts of God, including but not limited to weather conditions that affect the ability to pour and cure concrete or asphalt, and excessive saturation of the soils, (ii) war, (iii) delays caused by ACHD, (iv) unreasonable delays caused by utilities or if rock is encountered in the excavation, as reasonably determined by ACHD, (v) Developer's written notice of delays caused by or resulting from issues related to pandemic, or (vi) any request for extensions of time approved in writing by ACHD;
- f. a requirement that the contractor shall pay liquidated damages of One Thousand Dollars (\$1,000) per day for each day that Substantial Completion of the construction of the Project is delayed beyond the Substantial Completion date identified in Section 3.2(d) above, or beyond the extended date as allowed by Section 3.2(e) above and for each day that final completion of the total contract for the Project is delayed beyond four (4) weeks from the date of Substantial Completion;
- g. a requirement that the contractor maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars (\$2,000,000) per person and per occurrence, and property damage with a limit of One Million Dollars (\$1,000,000) per occurrence, naming both Developer, ACHD, and City as additional insureds;
- h. a provision that the contractor shall indemnify ACHD, City and Developer from any and all claims by third persons arising out of the performance of the contract;
- i. a provision that the contractor shall obtain the Environmental Protection Agency (EPA) Construction General Permit (CGP) and that the contractor shall file a Notice of Intent (NOI) and develop and implement an approved Storm Water

Pollution Prevention Plan (SWPPP) prior to commencement of construction, and that the contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by ACHD. Authorization for the contractor to file the NOT will be granted by ACHD when the area subject to the CGP has achieved final stabilization as defined in the CGP;

- j. A provision that the contractor shall provide quality control and process control testing following ACHD QC-QA Procedures attached hereto as **Exhibit B**;
- k. a two (2) year warranty on the work and materials of the Project that is assignable to ACHD, and a two-year warranty on work and materials related to water, sewer, streetlights, and conduit that is assignable to City, which warranty periods shall begin immediately upon issuance of Certificate of Completion; and
- l. a provision that provides for the contractor's agreement to the assignment of the construction contract to ACHD in the event of a default by Developer under this Agreement.

3.3 Conditions Precedent to Execution of Construction Contract. Prior to execution of the construction contract, the following conditions shall be satisfied:

- a. Approval of Construction Contract. Developer shall obtain the written approval of ACHD of the form and terms of the construction contract, which may be withheld for any reason, including but not limited to Developer's failure to obtain a construction contract that contains the provisions set forth in Section 3.2 above, but which shall not otherwise be unreasonably withheld;
- b. Right-of-Way Easements. The Project may require right-of-way easements from adjacent land owners. The right-of-way easements required for the Project shall be conveyed to ACHD and recorded prior to execution of the construction contract, issuance of ACHD permits and construction of the Project.

3.4 Copy of Contract. Developer shall provide ACHD and City with a copy of the executed construction contract.

SECTION 4.

CONSTRUCTION AND COMPLETION OF THE PROJECT

4.1 Permits and Fees and Notice to Proceed. Prior to the commencement of construction, Developer shall require that the contractor (i) has obtained all applicable permits to work in the right-of-way, and (ii) has paid all applicable fees for such permits provided that ACHD and City permits shall be issued at no charge. Developer acknowledges that this Agreement will not function as an ACHD or City permit to work in the public right-of-way.

4.2 Manner of Construction. Upon ACHD's written approval of the construction contract, Developer shall provide for construction of the Project in compliance with the

construction contract and with the customary requirements of ACHD and shall diligently and continuously prosecute such construction to completion.

4.3 Change Orders to Contract. Developer shall obtain the written approval of ACHD before approving any change order in the construction contract if (i) the cost of the change order will exceed one percent (1%) of the original contract price; and/or (ii) the cumulative total of all previously approved change orders exceeds ten percent (10%) of the original contract price. Additionally, Developer shall obtain the written approval of City prior to approving a change order related to streetlights, conduit, or City water or sewer if (i) the cost of the change order will exceed one percent (1%) of the original contract price for such items; and/or (ii) the cumulative total of all previously approved change orders for such items exceeds ten percent (10%) of the original contract price.

4.4 Inspections. Inspecting and testing of that portion of the Project within ACHD right-of-way and associated with the installation of the signal equipment shall be provided by ACHD and City at no charge to Developer and accomplished as required by and in accordance with ACHD standards.

4.5 Issuance of Certificate of Completion.

- a. Upon completion of the construction of the Project, Developer shall furnish to ACHD the Project Engineer's written certification that the Project is complete in accordance with the approved plans.
- b. Within fifteen (15) days after delivery of the Project Engineer's written certificate, ACHD shall either (i) accept the same or (ii) provide a written itemization of those matters it reasonably finds to be non-conforming, in which case Developer shall promptly cause the remediation of all non-conforming matters.
- c. ACHD shall acknowledge its acceptance of the Project in writing as complete and issue a certificate stating that the Project is complete (a "Certificate of Completion") within fifteen (15) days after the later of (i) delivery of the Project Engineer's certification to ACHD, or (ii) remediation of any non-conforming matters.
- d. Within thirty (30) days after the issuance of the Certificate of Completion, Developer shall deliver to ACHD drawings for the Project, as-built, in electronic files in AutoCAD format.

4.6 Warranty. Upon issuance of the Certificate of Completion, Developer shall complete all paperwork necessary to assign to ACHD the contractor's (2) two year warranty of the work and materials on the Project and to City the contractor's two-year warranty of the work and materials related to water, sewer, streetlights, and conduit.

4.7 Representations and Warranties. Developer represents and warrants that upon completion of the Project, the Project shall be free and clear of all liens and encumbrances that were not created by or with the written consent of ACHD. Developer

shall provide ACHD lien waivers from all contractors prior to ACHD payment of Reimbursable Project Costs.

SECTION 5.
PAYMENT OF PROJECT COSTS;
FINAL ACCOUNTING AND SETTLEMENT

5.1 Payment of Project Costs. All Project Costs shall be paid by Developer.

5.2 Payment of Reimbursable Project Costs. ACHD and City shall pay the Reimbursable Project Costs to Developer in the following manner:

- a. Final Accounting. Within a reasonable period after issuance of the Certificate of Completion, Developer shall submit to ACHD and City a final accounting of the Reimbursable Project Costs.
- b. Agreement of Final Amount. Within fifteen (15) business days (3 weeks) after Developer's submittal of the Reimbursable Project Costs, Developer, City and ACHD shall reach an agreement and acknowledge in writing the final amount of the Reimbursable Project Costs.
- c. Payment of Reimbursable Project Costs. ACHD and City shall pay to Developer the following installments, until all Reimbursable Project Costs have been paid to Developer:
 - i. The Project Costs associated with the preparation of the design plans shall be paid by ACHD within thirty (30) days after agreement as to the final amount of the Reimbursable Project Costs associated with the design plans and ACHD acceptance of the design plans.
 - ii. Request for Progress Payment. The Developer shall be responsible to certify a "Request for Progress Payment" on or before the 25th of each month. The "Request for Progress Payment" shall be reviewed by the Construction Manager and ACHD and if both concur a payment will be processed. If there is any disagreement to the correctness of the "Request for Progress Payment" or a failure to meet all ACHD construction requirements a meeting shall be held between the Developer, Construction Manager, Contractor, and ACHD to resolve the issues. Failure to reach agreement by the third working day of the following month may result in a 30-day delay in payment.
 - (a) Retainage. ACHD shall retain 5% of all partial payments until final inspection, acceptance of the work, and agreement of the final amount of Reimbursable Project Costs.
 - iii. The remaining balance of the ACHD Reimbursable Project Costs and retainage following the payment in i. and ii. above shall be paid by ACHD

within thirty (30) days after agreement as to the final amount of all Reimbursable Project Costs associated with the reconstruction and widening of Lake Hazel Road identified in Section 1.12.

iv. The balance of the City Reimbursable Project Costs shall be paid to Developer by City within thirty (30) days after agreement as to the final amount of all Reimbursable Project Costs associated with the reconstruction and widening of Lake Hazel Road identified in Section 1.12.

- d. No Obligation for Reimbursement. Neither ACHD nor City shall have any obligation under the terms and provisions of this Agreement to make any payments towards Reimbursable Project Costs other than that listed above in Section 5.2.c.i. if the Project is not completed by Developer and ACHD has not issued the Certificate of Completion.
- e. Option to Accelerate Payment. ACHD or City may at their sole discretion make reimbursement payments to Developer other than those required to be made by Section 5.2(c), thereby accelerating reimbursement of the Reimbursable Project Costs. Any such additional payments shall not be a waiver of the requirement to make future payments required by Section 5.2(c) until all Reimbursable Project Costs have been reimbursed to Developer.
- f. No Interest. No interest shall accrue on Reimbursable Project Costs.

SECTION 6. **REMEDIES**

6.1 Default by Developer. In addition to such other remedies at law or in equity for default that ACHD or City may have, in the event Developer fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, ACHD or City may withhold any reimbursement due to Developer hereunder until such defaults are corrected to the satisfaction of ACHD or City.

6.2 Default by ACHD or City. In the event ACHD or City fails or neglects to perform its obligations under the terms and provisions of this Agreement in the time and manner required herein, Developer shall be entitled to all remedies available at law or in equity.

6.3 Mediation and Arbitration. ACHD, City and Developer shall attempt in good faith to settle by negotiation any controversy or claim arising out of or relating to this Agreement, or the breach thereof (the "Dispute"). If no settlement can be reached, the Dispute shall upon the request of any party be submitted for mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

Any mediation shall be administered in Boise, Idaho, or at the place of the AAA regional office nearest thereto. All costs of mediation shall be allocated between

ACHD, City and Developer in a manner consistent with the provisions of Section 6.4 below. The mediator shall issue an opinion in support of the award if requested by any party.

6.4 Attorney Fees. Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, or to obtain assistance in any arbitration, the unsuccessful party/parties in any final judgment or award entered therein shall reimburse the prevailing party/parties for all reasonable costs, charges and expenses, including attorneys' fees expended or incurred by the prevailing party/parties in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

SECTION 7. **OTHER PROVISIONS**

7.1 Notices. Any notice required to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) four (4) days after having been sent by prepaid registered or certified mail, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be to the respective parties to this Agreement at the following addresses:

Ada County Highway District
Attn: Kaci Bader, Development Review Coordinator
1301 N. Orchard Street, Suite 200
Boise, Idaho 83706
Telephone: (208) 387-6184
E-Mail: kbader@achdidaho.org

City of Meridian
Attn: Park Superintendent
33 E Broadway Avenue
Meridian, ID 83642
Telephone: 208-489-0561
E-Mail: mbarton@meridiancity.org

Brighton Development, Inc.
Attn: Jonathan D. Wardle
2929 W. Navigator Drive, Suite 400
Meridian, ID 83642
Telephone: (208) 287-0518
E-Mail: jwardle@brightoncorp.com

7.2 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

7.3 Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

7.4 Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

7.5 Acknowledgments and Modifications. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD, City and each of the parties comprising Developer.

7.6 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

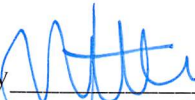
7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DEVELOPER:

Brighton Development, Inc.
an Idaho corporation

By 
Name: Jonathan D. Wardle
Its: President

ACHD:

ADA COUNTY HIGHWAY DISTRICT

By _____
Name: Kent Goldthorpe
Its: Commission President

City:

CITY OF MERIDIAN

By _____
Name: Robert E. Simison
Its: Mayor

ATTEST:

Chris Johnson, City Clerk

Exhibits

Exhibit A Project Area Depiction
Exhibit B ACHD QC-QA Procedure

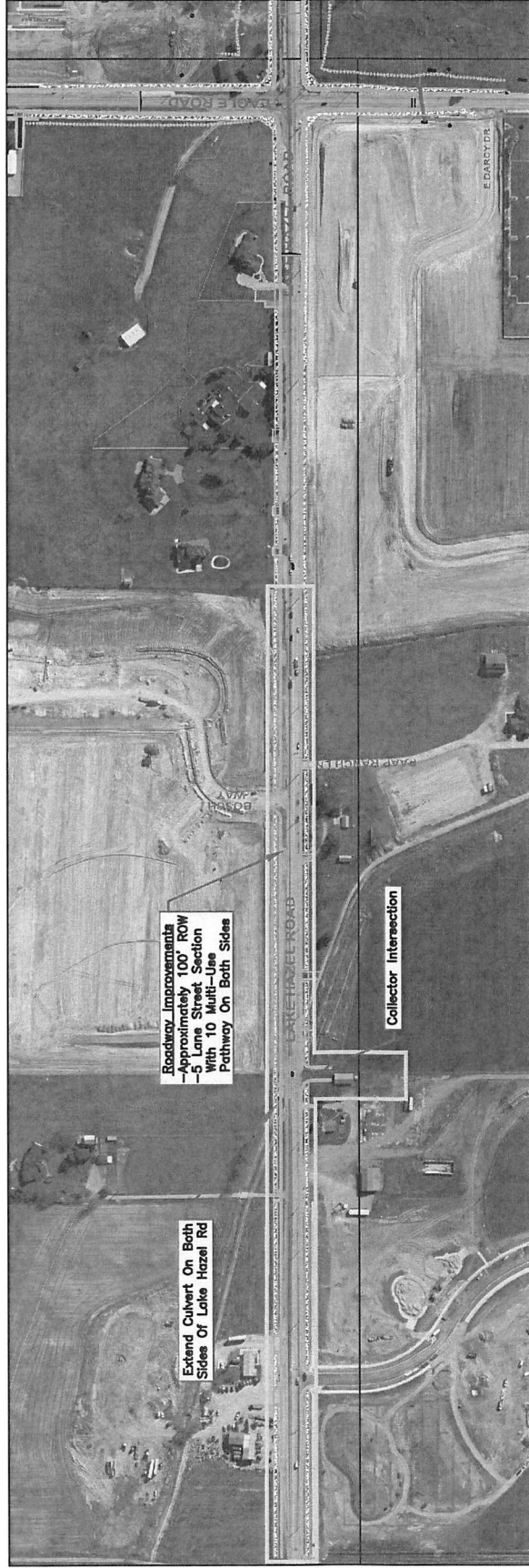


EXHIBIT A
N.T.S.

Exhibit B

2020 ACHD Supplemental Specifications to the ISPWC ACHD QC-QA Procedure

SECTION 100 – General Conditions

Add the following:

Ada County Highway District Quality Control and Quality Assurance Procedure

Definitions

Quality Assurance (QA) is defined as the process or set of processes used to measure and assure the quality of a product and/or workmanship. This encompasses ACHD's oversight of the Developer's/Contractor's processes and materials. This includes review of the inspector, sampler, tester and laboratory qualifications (per ACHD Independent Assurance Program defined below); verifying the results of the quality control and process control testing; and inspecting for conformance to plans and specifications.

Quality Control (QC) is defined as the actions necessary to produce quality workmanship and materials. QC includes, but should not be limited to, inspection of the production and placement operations, quality control and process control testing and inspection of the finished product. QC is the responsibility of the Developer/Contractor. No separate payment will be made for this work. If quality control testing is not being performed at the required frequency, ACHD may stop production of work until the tests are supplied, or ACHD determines the work can proceed.

Quality Control Testing and Process Control Testing are defined as the testing and inspections conducted by the Developer/Contractor to determine if the construction materials have been produced and placed in compliance with the project specifications and applicable standards. Process control testing is conducted to demonstrate that the construction materials being produced and used continue to meet the requirements for the product.

Independent Assurance Program (IAP) is the process provided by ACHD, through trained and certified staff, to ensure that all testing is performed correctly and testing equipment is functioning and calibrated properly.

Acceptance is determined by the QA test results, in combination with the assurance that the Developer/Contractor has satisfied the specification requirements for materials quality and workmanship, with the exception of Superpave Hot Mix, as specified below. In addition to the specified testing results, visual inspection of the end product is also taken into consideration in determining acceptance. Acceptance will be determined by ACHD. All samples required for QA testing will be supplied by the Developer/Contractor to ACHD. Prior to obtaining a sample for QA testing, ACHD shall be notified of when and where the sample will be taken from. ACHD will determine if it needs to witness the obtaining of the QA sample. Superpave Hot Mix acceptance shall be based on ACHD's supplement to the ISPWC Section 814 under Part 4.2.

Construction Testing and Inspection Responsibilities

Quality Control

- A. The Developer/Contractor shall be responsible for the *Quality Control* of all construction processes and materials quality. The Developer/Contractor will be responsible for quality throughout the construction process. Therefore, the Developer/Contractor must ensure that the materials and workmanship provided by themselves, Subcontractors, Suppliers, and Producers meet all pertinent specifications. All tests listed under Quality Control in the Minimum Testing Frequency Table are required for quality control, however only tests listed as Acceptance shall be used in determining pay.
- B. The Quality Control laboratory must be approved by the Idaho Transportation Department. All testing personnel and facilities used by the Developer/Contractor must be currently certified by the Western Alliance for Quality Transportation Construction (WAQTC) and by the ACHD Independent Assurance Program. All test results must be supplied to ACHD the next working day after the test was performed. All Quality Control tests will be supplied to ACHD directly from the lab performing the tests. Tests results shall have the ACHD project/permit number listed and be sequential.
- C. Quality Control Testing must occur in a random frequency and at a minimum, at the intervals specified in the table provided in the corresponding ISPWC sections. The Developer/Contractor shall determine the random locations. Upon request, documentation must be supplied showing how the random numbers/locations were determined by the Developer/Contractor. All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative.
- D. For gradation testing by the Developer/Contractor during production, each sample size shall be taken per AASHTO T2, except the sample size shall be doubled. The sample obtained shall be split in accordance with AASHTO T248, and half of it shall be marked with an ID number and tested by the Developer/Contractor. The other half of the sample shall be sealed in a canvas sack or plastic bucket, and marked with the ID number, stored in a weather protected container, and reserved for use in retesting if needed. Material shall be retained until written notification is given by ACHD that it can be discarded.
- E. Acceptance, gradation, binder content and volumetrics for plant mix pavement and/or Superpave Hot Mix asphalt shall be performed on the loose mix sampled from the roadway, haul unit, or an approved sampling method at the Hot Plant. At the start of each project the location for sampling shall be determined by ACHD and all samples for the project shall be obtained from that determined location. The hot mix sample used for asphalt binder content, gradation and volumetric testing shall be doubled in size. The sample shall be split in accordance with AASHTO R47 and half of the sample shall be used for the appropriate testing. The other half of the sample shall be sealed in a box, marked with the sample ID number, stored in a weather protected enclosure, and reserved for use in retesting if needed. Material shall be retained until written notification is given by ACHD that it can be discarded.

Quality Assurance

- A. ACHD shall oversee the Developer's/Contractor's fulfillment of the QC requirements, and independently verify that the QC test results being submitted by the Developer/Contractor are representative of the workmanship and product quality. ACHD will also be responsible for determining general project acceptance based on conformance to the approved plan and specifications.
- B. ACHD will perform random Quality Assurance testing at the intervals specified in Minimum Testing Frequency table.
- C. Acceptance of material will be based on the Quality Assurance test performed by ACHD. If no QA test is performed, acceptance will be based on the QC tests results and inspections as determined by ACHD.
- D. ACHD will perform random inspections of material storage and handling practices.

Dispute Resolution

- A. The dispute resolution process is to resolve differences between the Developer/Contractor and ACHD when a disagreement regarding the test results occurs.
- B. When a failing QA test occurs, production may be suspended until the differences are resolved and ACHD is satisfied.
- C. ACHD may run one or more tests of the split material from the QC process to help resolve differences.
- D. When ACHD and the Developer/Contractor are unable to resolve the differences, a Third Party prequalified independent lab shall be brought in to verify testing.
- E. ACHD will hire the Third Party independent lab. If ACHD tests are found to coincide with the independent lab, ACHD will not grant additional contract time due to any delays in production and the Developer/Contractor shall bear the costs associated with the Third Party resolution. Likewise, if the Developers/Contractors tests are found to coincide with the independent lab, ACHD will bear the costs associated with Third Party resolution and will grant additional time for any delay caused by this additional testing.
- F. For hot mix density dispute testing, cores shall be obtained by the Third Party from the same locations as the nuclear gauge tests.

Independent Assurance Program

- A. ACHD practices the standards of the Western Alliance for Quality Transportation Construction (WAQTC).
- B. ACHD Independent Assurance personnel may observe testers and verify that the equipment and techniques used for the required testing are calibrated and performing accurately, per WAQTC. During construction, it may be necessary for an IAP representative to verify the reliability of the tester by witnessing sampling and testing, and by splitting samples and comparing results.
- C. All independent testing laboratories to be used shall be pre-qualified by ACHD prior to construction. To request an inspection and certification, contact the ACHD Lab Coordinator at 387-6310 to schedule. Laboratories that are currently certified by the Idaho Transportation Department (ITD) can provide ACHD with their current certification as confirmation of qualification. In the event that the lab is ITD certified; a facility inspection by ACHD IAP personnel may still be required.

Price Adjustment for Non- Compliant Materials or Products

- A. When material fails to meet the required specifications, they will be subject to a price adjustment or rejection. ACHD may also request a lengthened warranty period.
- B. ACHD will, in its sole, discretion determine the price adjustment or rejection.
- C. The determined price adjustment or rejection of material shall be applied to the quantity of material that is represented by the non-compliant test results, as outlined in the Minimum Testing Frequency table.

Minimum Testing Requirements

- A. The requirements outlined herein are the established minimum acceptance requirements for materials used in standard applications and paid for under standard bid items. For special provision items, material used in non-standard, non-roadway, temporary applications, or small quantities of materials, alternative materials acceptance requirements will be determined as discussed herein or as specified in the contract documents, or as otherwise approved by ACHD. Material placed without appropriate testing shall be subject to a price deduction or rejected as determined by ACHD.
- B. Minimum testing frequencies are included in the Minimum Testing Frequency table. The Developer/Contractor frequencies may only be altered by Change Order approved by ACHD. ACHD may elect to increase its own testing frequency at any time. Testing frequency should be increased when accepting material from newly developed sources or those with varying results.
- C. Material source approval requirements are not listed in this document. All fill and aggregate material imported to the project must be obtained from ACHD or ITD approved materials sources.
- D. Based on inspection and without regard for testing frequency, ACHD may isolate and reject obviously defective material.
- E. When the material is not listed in the Minimum Testing Frequency table and not identified in the ISPWC, acceptance shall be determined by ACHD.

- F. When the material is required by the Contract to meet a given specification, such as ASTM or AASHTO, acceptance of material will, at a minimum, require a manufacturer's certification. A partial list of such material is outlined in the List of Miscellaneous Material Accepted on the Basis of Manufacturer's Fabricator's Certification.

Small Quantities

- A. ACHD may accept small quantities of certain materials without sampling and testing. The determination to accept materials using this provision rest solely with ACHD.
- B. The following are not eligible for small quantity acceptance:
 - 1. Concrete with a specified strength of greater than 3000 psi.
 - 2. Paving on the roadway with quantities above 100 ton.
- C. Materials may be accepted as a small quantity if the estimated quantity is less than the minimum QC testing frequency. The small quantity exception may be used on pavement items such as; small patches, utility repairs, pavement placed outside the traveled way (driveways, approaches, mailbox turnouts, asphalt sidewalk and curb), and temporary pavement.
- D. The minimum requirements that must be met for small quantities includes; approved sources, mix design, material certifications, inspection, and a core for density acceptance of mainline and intersection paving less than 100 tons.

ACHD QC/QA TESTING FREQUENCY TABLE

~ All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative ~

Minimum Testing Frequency							
Column	ISPEC	Material	Acceptance By/Test Required	Quality Control Contractor	Quality Assurance ACHD	Test Method	Requirement
A	202	Subgrade (Natural Ground)	QA / Visual	Visual Observation for soft spots	Visual Observation for soft spots	Visual	Visual
B	202	Embankment	QA / Density (1)*	Minimum 1 test per 350 SY per lift	Minimum 1 test per 1000 SY per lift	AASHTO T 310 Method B	Per 202.3.9.B
C	202	Embankment	QA / Gradation	Minimum 1 per 3000 ton	Minimum 1 per 7500 ton	AASHTO T 27	Per 202.3.8.C.2
D	204/306	Trenches	QA / Density (1)*	Minimum 1 per 300 feet for each lift. Minimum 1 per lift for transverse trenches	Minimum 1 per 1000 feet. Minimum 1 for every 3 transverse trenches.	AASHTO T 310 Method B	Per Section 306
E	305	Bedding Type I, II, III	QA / Gradation Density	Minimum 1 per 3000 ton	Minimum 1 per 7500 ton	AASHTO T 27 AASHTO T 310 Method B	Per 305.2 & 305.3.10
F	703	Concrete (Fine Aggregates)	QA / Gradation	Each 1000 CY of concrete placed	Each 3000 CY of concrete placed	AASHTO T 11 AASHTO T 27	Per 703.2.1.D.5
G	703	Concrete (Coarse aggregates)	QA / Gradation	Each 1000 CY of concrete placed	Each 3000 CY of concrete placed	AASHTO T 27	Per 703.2.1.E.4
H	703	Concrete (specified strength of 3500 psi or greater)	QA / Slump Air Content	Test for slump & air on first truck then for every 100 CY of each class of concrete placed	Minimum 1 per 300 CY of each class of concrete placed	AASHTO T 119 AASHTO T 152	Per Section 703
I	703	Concrete (specified strength of 3500 psi or greater)	QA / Compressive Strength	Minimum one (1) set per 100 CY of each class of concrete placed; or one (1) per day, whichever frequency is greater	Minimum one (1) set per 300 CY of each class of concrete placed; or one (1) per day, whichever frequency is greater.	AASHTO T 22 AASHTO T 23	Each set consists of (2) 28-day and (1) 7-day cylinders. Make the cylinders from loads that are tested for
J	703	Concrete (specified strength of 3000 psi or less)	QA / (if applicable) Slump Air Content	Test for slump & air on first truck then for every 100 CY of each class of concrete placed	Minimum 1 per 300 CY of each class of concrete placed	AASHTO T 119 AASHTO T 152	Per Section 703

QC/QA TESTING FREQUENCY TABLE - January 2020 update

ACHD QC/QA TESTING FREQUENCY TABLE

~ All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative ~						
Column	ISPSWC	Material	Acceptance By/Test Required	Quality Control Contractor	Quality Assurance ACHD	Test Method Requirement
X	801	Uncrushed Aggregates	QA / Gradation (2)* SE	Minimum 1 per project	Minimum 1 per project	AASHTO T 11 AASHTO T 27 AASHTO T 176 (Method 2) Per 801.2.2
L	801	Uncrushed Aggregates	QA / Density (1)*	1 test per 500 linear feet of roadway for each lift, based on two travel lanes	1 test per 1000 linear feet of roadway for each lift	AASHTO T 310 Method B Per 202.3.8
M	802	Crushed Aggregates	QA / Gradation SE Fractured Face (5)*	Minimum 1 per 3000 ton or 1 per project, whichever frequency is greater	Minimum 1 per 5000 ton	AASHTO T 11 AASHTO T 27 AASHTO T 176 (Method 2) AASHTO T 335 Per 802.2.2
N	802	Crushed Aggregates	QA / Density	1 test per 500 linear feet of roadway based on two travel lanes. 1 test per 500 linear feet for curb/gutter/sidewalk	1 test per 1000 linear feet of roadway	AASHTO T 310 Method B Per 202.3.8
O	803	Plant Mix/Superpave Aggregates (Cold Feed) (5)*	QC / Gradation SE Fractured Face	One (1) sample at start of project, then 1 test per each 3000 tons.	1 test per project	AASHTO T 11 AASHTO T 27 AASHTO T 176 (Method 2) AASHTO T 335 Per 803.2.2
P	805	Plant Mix / Superpave performance grade binder	QA / Sampling Presence of Anti-Strip PG Analysis	One sample for each shift that hot mix is produced and supplied to ACHD for testing along with the bill of lading and certificate of analysis.	Additional samples taken at ACHD discretion.	AASHTO T 40 Idaho IT 99 (color only) M 320 M 323 One sample consists of three (3) one-quart metal cans.
Q	810	Plant Mix Pavement / Superpave HMA SP-1 and SP-2	QA / Sampling Asphalt Content Gradation	One (1) sample per 750 tons or one (1) sample per day, whichever frequency is greater	Each 1500 Tons	AASHTO R 97 AASHTO T 308 AASHTO T 30 Per Section 810.3.1.3.B

QC/QA TESTING FREQUENCY TABLE - January 2020 update

ACHD QC/QA TESTING FREQUENCY TABLE

~ All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative ~						
Column	ISPCWC	Material	Acceptance By/ Test Required	Quality Control Contractor	Quality Assurance ACHD	Test Method Requirement
R	810	Plant Mix / Superpave Recycled Asphalt Pavement (RAP)	QA / Sampling Asphalt Content PG Analysis	Based on category type. See Section 810.2.5.D	Each 1500 tons	AASHTO T 164 AASHTO R 59 AASHTO M 320 AASHTO M 323 Per 810.2.5.D
S	810/814	Plant Mix Pavement / Superpave Hot Mix Asphalt (Mat)	QC / Correlating density gauge (Cores)	Densometers must be correlated to cores on first day of paving, design change or change in underlying material. Minimum 3 cores for quantifies up to 750 tons, minimum 5 cores over 750 tons that day. (3)*(4)*(6)*	Densometers must be correlated to cores on first day of paving, design change or change in underlying material. Minimum 3 cores for quantifies up to 750 tons, minimum 5 cores over 750 tons that day. (3)*(4)*(6)*	AASHTO T 166 AASHTO R 79 No greater than 96% and no less than 92% of the Max. Theo. Density from IMF Compare core density results with the corresponding gauge reading to attain a correlation.
T	810/814	Plant Mix Pavement / Superpave Hot Mix Asphalt	QA / Asphalt depth (Cores)	One (1) core every 750 tons or two (2) cores per road section, whichever is greater. Maximum 4 inch diameter (4)*	Additional samples taken at ACHD discretion.	NA Per 814.6.1
U	810/814	Plant Mix Pavement / Superpave Hot Mix Asphalt (Mat)	QC / Density using correlated gauge	One (1) test every 100 ton of HMA paved	One (1) test every 300 ton of HMA paved	AASHTO T 355 No greater than 96% and no less than 91% of the Max. Theo. Density from IMF
V	814	Superpave Hot Mix Asphalt SP-3 through SP-6	CONTROL Gradation VFA DP PG Analysis QC ACCEPTANCE / VA VMA QA ACCEPTANCE / Asphalt Content	One (1) sample per 750 tons	One (1) sample per 1500 tons	AASHTO R 97 AASHTO T 308 AASHTO T 30 AASHTO T 312 AASHTO T 209 AASHTO T 166 AASHTO T 164 AASHTO R 59 AASHTO M 320 Each sample must be at least 80 lbs Results must meet Section 814.2.2

ACHD QC/QA TESTING FREQUENCY TABLE

~ All random sampling for ACHD will be done by the Developer/Contractor and witnessed by an ACHD representative ~

- (1)* When material is too granular to test, the compaction effort must be documented for acceptance, including equipment and roller passes. See 202.3.B.C.2
- (2)* The test sample mass for sieve analysis will be determined using the nominal maximum size of the tested material according to AASHTO T 27, except the minimum test sample mass, after reduction, will not be greater than 55 lbs.
- (3)* Both parties will correlate from some core locations. QC results will be used for correlation of all gauges. QA results will be for verification only ($\pm 0.02\%$).
- (4)* Contractor will provide ACHD with cores and fill all locations with a quick setting grout.
- (5)* If RAP is allowed, must meet gradation requirements after addition of RAP.
- (6)* Mat thickness less than 2.5 inches will require separate gauge correlations for top and bottom lifts.

List of Miscellaneous Material Accepted on the Basis of Manufacturer's or Fabricator's Certification	
Bearing Pads and Plates	H-Beam Piles
Brick and Blocks, Masonry	Illumination Poles and Bases
Bridge Rail, Metal	Joint Sealants and Sealers
Cement	Liquid or Emulsified Asphalt
Concrete Admixtures	Metal Reinforcement
Concrete, Rapid Set	Paint (only small quantities less than 25 gallons (100L))
Delineators and Mileposts	Performance Graded Asphalt Binder
Dowel Bars and Tie Bars for Concrete Pavement	Pipe
Dust Oil	Sewer (storm and sanitary) Manholes
Electrical	Signs and Posts
Epoxies	Steel Shell Piling
Epoxy Patch	Steel
Fiber	Structural Bolts
Flyash	Timber (structural)
Geotextiles	Traffic Signal Poles and Mast Arms
Guard Rail and Posts	