

EXECUTIVE SUMMARY
MONTE VISTA TO POCATELLO CREEK RD. PATHWAY PROJECT
AGREEMENTS/CONTRACTS

To: Mayor Brian Blad and City Council Members
From: Merrill Quayle, Public Works Development Engineer
Mariela Mejia, Project Manager
Date: Meeting Date – April 17, 2025
Re: Local Professional Services Agreement for Monte Vista to Pocatello Creek Rd. Pathway Project.

REQUEST

City Council may authorize the Mayor to execute the Local Professional Services Agreement between Idaho Transportation Department, Keller Associates, Inc., and the City of Pocatello, subject to legal review. There is no additional financial requirement or match for the project. The full match for the grant is covered by local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation).

BACKGROUND

In 2022, the City was awarded a Transportation Alternatives Program grant (TAP) for the Monte Vista to Pocatello Creek Road Pathway Project. The project is ready to proceed to the construction phase.

Local Highway Technical Advisory Council (LHTAC), sent to the City the SLA to initiate the construction phase. Under this agreement, Keller Associates Inc. will perform services that ensures that the project will be constructed in accordance with the established plans and specifications designed for this project, with inspectors monitoring the construction operation during the construction phase.

The match requirements for this TAP Grant is 7.34% for the programed cost. There is no fiscal impact to the City. Funding for the local match was received from local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation), along with the TAP grant funding.

STAFF RECOMMENDATION

Staff recommends that City Council accept and authorize the Mayor to execute the Local Professional Services Agreement between Idaho Transportation Department, Keller Associates Inc., and the City of Pocatello for construction inspection services for the Monte Vista to Pocatello Creek Rd Pathway project.

Attachment

LHTAC/Local Services Agreement for the Monte Vista to Pocatello Creek Rd. Pathway.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: April 10, 2025
Re: Local Professional Services Agreement with Keller Associates, Inc. for
Monte Vista to Pocatello Creek Pathway Project

I have reviewed the above referenced documents and have no legal concerns with the Council approving and authorizing the Mayor to sign ITD's Local Professional Services Agreement with Keller Associates on behalf of the City as the Local Sponsor.

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97176

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF POCA TELLO, whose address is PO Box 4169 Pocatello, ID 832054169, 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):

Project Name	Project #	Key #
OFFSYS, MONTE VISTA TO POCA TELLO CR RD PATHWAY	A023(697)	23697

SUBCONSULTANTS

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

N/A

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. 1A** 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 **1/31/2027**.

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

BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **\$111,706.00**

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

3. Total Agreement Amount: **\$111,706.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$111,706.00** to perform the work of this Agreement.

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.

DocuSigned by:
Consultant

By: 

9D6C2313A7C742D...

Title: Principal

CITY OF POCA TELLO

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

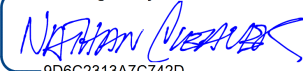
- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:

DocuSigned by:

9D6C2313A7C742D...
Signature
Keller Associates, Inc.
Company Name

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a 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 all work tasks, their durations, negotiated milestones and their dates, and all 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 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. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **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.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this 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, and acceptable fulfillment of this 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 work performed by the State or their representatives.

IV. 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 this agreement. The specific individuals or subconsultants listed in the 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

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State 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.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. 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 for which the PSA represents. The State 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. 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 of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in 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 performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then 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.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

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

IX. 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 by 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 invoiced cost less the fixed fee for the work satisfactorily completed for each billing 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 State 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 or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. 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 milestones identified.
5. Payments to Subconsultants

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, 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.

X. 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 contract, other than a bona fide employee of the firm;

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

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

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 or the State, 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. This includes employees who leave the Consultant's employment.

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 State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State 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 State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State 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 State 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 State 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 State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. 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.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. 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 State. Upon receipt by the State of said documents, payment shall be made to the 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 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 arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State'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.

If the Consultant discovers errors or omissions in its work, 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 State due to negligent acts, errors or omissions by the Consultant in its work 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 this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, 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. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the 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 or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

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 State 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. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. 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 \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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.

11. LEGAL COMPLIANCE

The Consultant at all times shall 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. 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.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. 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.

13. 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.

14. PATENTS

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

15. NON-DISCRIMINATION 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).

16. 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.

17. 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.

18. 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.

19. 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 SERVICES FOR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES

PROJECT: OFF SYSTEM, MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY, POCATELLO
PROJECT NO.: A023(697)
KEY NO.: 23697
DATE: DECEMBER 12, 2024

This scope of work is to provide Construction Engineering, Inspection & Sampling (CE&I) Services to include contract administration, inspection, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the South 5th Avenue project located in Pocatello for the City of Pocatello (SPONSOR). Keller Associates (CONSULTANT) will provide the LHTAC with experienced management, construction administration, and inspection personnel. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

CONSULTANT's role is limited to the scope of services described herein and is working under the authority of the LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC and the SPONSOR. The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1. Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be prepared for review and approval by the LHTAC Resident Engineer.
- ii. MTRs will be based on the ITD Quality Assurance Manual, 2024 Buy America Insert, and 2023 Quality Assurance Special Provision for State Acceptance (12/7/2023), with

modifications requiring all sampling and testing to be the responsibility of the Contractor.

- 1.2. Pre-Construction Conference – CONSULTANT will facilitate the Pre-Construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i. The meeting will be held at City offices in-person. The CONSULTANT'S project manager and lead inspector will attend.
 - i. Coordinate and perform one (1) conference with the Local Sponsor, the LHTAC, the Contractor, Utilities, and other applicable parties.
 - ii. Prepare and distribute the pre-con meeting minutes.
- 1.3. Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. CONSULTANT will review and present subcontracts for approval by the LHTAC prior to start of work.
 - ii. Maintain filing system for certified payrolls and EEO compliance reports using ITD 2002 form and notify contractors on incorrect classification, pay scales, etc.
 - iii. Conduct labor interviews (ITD 2014), complete CUF interviews (ITD 1701) for all DBE firms and notify contractors on incorrect classification, pay scales, etc.
 - iv. Maintain records in compliance with Title VI requirements.
- 1.4. Civil Rights Compliance – Consultant and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.
- 1.5. Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise
 - ii. Address periodic review comments.

- iii. Maintain all correspondence documents electronically. Do not submit hard copy correspondence to the LHTAC.
 - iv. Post contract bid item testing and certification documentation to ProjectWise – CONSULTANT will post acceptance certifications and testing results for each bid item to ProjectWise using the current (at time of SOW development) ITD outlined file attribute method. CONSULTANT will post material test reports within 24 hours of receiving documentation.
 - v. AASHTOWare will not be used for this project.
- 1.6. Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident that contains the quantities and backup for each bid item payment with a summary sheet showing the amounts to be paid. Final check and authorization will be by LHTAC. Materials test reports and certifications will be checked and posted into Projectwise.

Performance Assumptions:

- i. Prepare monthly pay estimate packages, a total of 3 estimates are anticipated.
 - ii. ITD 2242 Time Accounting form will be provided with each pay estimate development.
- 1.7. Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
- 1.8. Contract Changes- Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.
- 1.9. Progress Meetings- Periodic progress meetings will be held on site or at a location agreed to by the Contractor, Sponsor and Consultant.

Performance Assumptions:

- i. Attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.
 - ii. Meetings will be conducted in person with a virtual option for remote attendees via Microsoft Teams.
- 1.10. Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the Agreement Administrator upon reaching the expended contract amount. Four invoices are anticipated.
- 1.11. Change Orders - CONSULTANT will submit Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders.

Performance Assumptions:

- i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer and prepare the change order form and backup information for review by the LHTAC Resident Engineer.
 - ii. LHTAC and SPONSOR will provide approval of Change Orders.
 - iii. This scope of work assumes up to two (2) Change Orders. Should the magnitude or number of the change orders required exceed what is estimated additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result
- 1.12. Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer or Design Engineer of Record.

Performance Assumptions:

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. CPM Schedule Review – The contractor's CPM Schedule will be reviewed to ensure that activity dates are correctly recorded for accuracy.
- iii. Submittals – Consultant will review submittals for material to be incorporated into project per the specifications.
- iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- v. Shop Drawings - Consultant will transmit shop drawings for their review and approval. Consultant will notify LHTAC when these are transmitted. CONSULTANT will notify the LHTAC Resident Engineer when shop drawings are transmitted for external review.
- vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC with the LHTAC Resident Engineer.
- vii. Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.
- viii. Contractor concrete mix designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Materials Engineer per the QA Manual requirements.
- ix. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.

- x. CONSULTANT will review the Stormwater Pollution Prevention Plan (PPP) and recommend corrections to the LHTAC Resident Engineer and Contractor.
 - xi. LHTAC will provide approval of submittals and RFIs as needed for issues that cannot be resolved by CONSULTANT staff.
- 1.13. Public Relations – CONSULTANT will respond to and coordinate public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained
- 1.14. Prompt Payment & DBE Race Neutral – prior to final payment and release of retainage, CONSULTANT will collect the TAP-specific prompt payment notarized forms from each subcontractor. CONSULTANT will also collect payment information (in lieu of B2GNow) to provide to the LHTAC Resident Engineer.
- 1.15. Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the Contractor as appropriate.

Performance Assumptions:

- i. Coordinate and perform one (1) pre-pave meeting with LHTAC and the Contractor.
 - ii. The Pre-paving Meeting will occur during a regularly scheduled progress meeting.
 - iii. The meeting to be held in person. The CONSULTANT’S project manager may attend virtually, and lead inspector will attend in person.
 - iv. Prepare and distribute one (1) pre-pave agenda and minutes.
2. **Survey Verification** – CONSULTANT will check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT’S inspection staff during normal inspection hours. If it is determined by the CONSULTANT and the LHTAC Resident Engineer that the CONSULTANT’S surveyor is needed for verification, additional compensation may be negotiated.
3. **Project Inspection** – Inspection will be performed by CONSULTANT on an as-needed basis. The SPONSOR may augment inspection but cannot be reimbursed by project costs.
- 3.1. Inspections and Inspector Diaries – Inspection is assumed to occur for an average of 3 hours per day including travel. Daily reports will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project diaries will be maintained in the project files. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
- 3.2. Identify and Recommend Corrections- Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and

deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.

3.3. Pay Quantity Collection- Pay documents will be provided and quantity measurements will be checked for accuracy.

3.4. Environmental & Erosion Control Monitoring

Performance Assumptions:

- i. If a SWPPP is required for the referenced project, the CONSULTANT will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will monitor the Contractor's compliance with all permits and storm water plans.
- ii. Consultant will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise for the LHTAC Resident Engineer's review and approval.
- iii. This scope includes one inspection per week with one additional inspection per month for storm driven events. The scope includes 1 hour per inspection. The scope does not include monthly inspections after the final stabilization measures are in place. Additional inspections will be negotiated as supplemental work.

4. **Materials Sampling & Testing** – CONSULTANT will coordinate materials sampling & testing services as required by the Contract and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

- 4.1. Acceptance sampling & testing for embankment, aggregates, concrete, plant mix, etc. will not be required and will not be performed by CONSULTANT. Acceptance will be based on Contractor Quality Control tests as specified in the MTRs.
- 4.2. Prepare and Transmit Test Results – Review and file contractor testing results. Observed noncompliance will be communicated to the contractor and LHTAC.
- 4.3. Schedule for Sampling – the LHTAC Resident Engineer will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.
- 4.4. Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

- i. All sampling and testing will be performed by the Contractor.
- ii. No QASP statistical analysis is required and therefore not included in this scope of work.

5. **Record Drawings & Project Close-Out** – CONSULTANT will review the As-built drawings submitted by the Contractor. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance within 30 days of project completion date.

Performance Assumptions:

- 5.1. Verify that all necessary documents have been received for submission of contractor's affidavit of payment.
- 5.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- 5.3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required.
- 5.4. Participate in a final inspection, to include representatives from the SPONSOR and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor.
- 5.5. CONSULTANT will review As-built record plans received from the Contractor. CONSULTANT will forward to LHTAC record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor.
- 5.6. Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work complete date or after final documentation has been submitted by the Contractor.

6. **Key Understandings**

- 6.1. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services for three months beginning between June 5, 2023 and no later than July 24, 2023.
- 6.2. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the ITD Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues

and any fee and/or schedule impact prior to implementing revised activities.

- 6.3. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.
- 6.4. LHTAC will provide plans and specifications/contracts to the CONSULTANT.
- 6.5. Claims are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

PROJECT LOCATION: OFF SYSTEM, MONTE VISTA TO POCA TELLO CREEK ROAD PATHWAY, POCA TELLO
 PROJECT NUMBER: A023(697)
 PROJECT KEY NUMBER: 23697

Keller Associates - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Man-Days	Man-Hours	Raw Hourly Rate	Raw Labor Cost
1 Principal	1 =	4 @	\$75.96	= \$ 303.84
2 Project Manager	29 =	233 @	\$53.85	= \$ 12,520.13
3 Lead Inspector	40 =	317 @	\$42.33	= \$ 13,418.61
4 Staff Engineer	3 =	23 @	\$34.62	= \$ 796.26
5 Records Inspector/QC	20 =	157 @	\$48.56	= \$ 7,623.92
6 Survey Technician	8 =	60 @	\$39.75	= \$ 2,385.00
7 Admin/ Clerical	1.5 =	12 @	\$38.00	= \$ 456.00
TOTAL RAW LABOR COST				= \$ 37,503.76

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate*	150.15% X	\$37,503.76 (Total Raw Labor Cost)	=	\$56,311.90
C. NET FEE **	14.00% X	\$93,815.66 (Total Raw Labor & Overhead)	=	\$13,134.19
D. FCCM	0.70% X	\$37,503.76 (Total Raw Labor)	=	\$262.53

E. OUT-OF-POCKET EXPENSE SUMMARY

									Estimated Expense
			Estimated Amount		Unit Cost				
1	Vehicle Mileage								
	PM (Pocatello office to/from project)	9 Trips	6 Mi	54 @	\$ 0.700	/Mile	= \$	37.80	
	Lead Inspector (IF Office to/from Project)	67 Trips	95 Mi	6,365 @	\$ 0.700	/Mile	= \$	4,455.50	
2	Per Diem***								
	None			@		/Day	= \$	-	
TOTAL ESTIMATED EXPENSE								= \$	4,493.30

TOTAL	=	\$111,705.68
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Constr Amt	2,000,000.00
% of Constr.	6%

* As per our Approved Overhead Rate Letter

** Calculated from Fee Matrix

*** Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

Keller Associates - Project Personnel								
	\$ 210.50	\$ 149.23	\$ 117.30	\$ 95.94	\$ 134.57	\$ 110.16	\$ 105.31	
	Principal	Project Manager	Lead Inspector	Staff Engineer	Records Inspector/QC	Survey Technician	Admin/ Clerical	TOTAL
1.0 Construction Administration								
1.1 Submittal Log & MTR's		24.00	2.00	12.00	4.00			42.00
1.2 Pre-Construction Conference		4.50	4.00		3.00			11.50
1.3 Labor Compliance		16.00	8.00		20.00			44.00
1.4 Civil Rights Compliance					2.00			2.00
1.5 Filing & Records Verification		6.00	18.00		18.00			42.00
1.6 Progress Estimate Preparation		12.00	12.00		12.00			36.00
1.7 Materials Certifications		7.00	5.00		7.00			19.00
1.8 Contract Changes		9.00			9.00			18.00
1.9 Progress Meetings		18.00			5.00			23.00
1.10 Monthly Invoicing	4.00	8.00					12.00	24.00
1.11 Change Orders		6.00		2.00	8.00			16.00
1.12 Submittals		9.00		9.00				18.00
1.13 Public Relations		6.00						6.00
1.14 Prompt Payment & DBE Race Neutral		3.00			3.00			6.00
1.15 Pre-Pave Meeting		3.00			1.00			4.00
	4.00	131.50	49.00	23.00	92.00	-	12.00	311.50
	\$842.00	\$ 19,623.75	\$ 5,747.70	\$ 2,206.62	\$12,380.44	\$ -	\$1,263.72	\$ 42,064.23
2.0 Survey Verification								
2.1 Survey Verification		12.00				60.00		72.00
	-	12.00	-	-	-	60.00	-	72.00
	\$ -	\$ 1,790.76	\$ -	\$ -	\$ -	\$ 6,609.60	\$ -	\$ 8,400.36
3.0 Project Inspection								
3.1 Inspections & Inspector Diaries		10.00	250.00					260.00
3.2 Identify & Recommend Corrections		4.00			4.00			8.00
3.3 Pay Quantity Collection		4.00						4.00
3.4 Enviro & Erosion Control Monitoring					18.00			18.00
	-	18.00	250.00	-	22.00	-	-	290.00
	\$ -	\$ 2,686.14	\$ 29,325.00	\$ -	\$ 2,960.54	\$ -	\$ -	\$ 34,971.68
4.0 Materials Sampling & Testing								
4.1 QA and Verification Sampling & Testing								-
4.2 Prepare and Transmit Test Results		25.00			25.00			50.00
4.3 Schedule for Sampling		10.00						10.00
4.4 Acceptability of "or-equal" Products		8.00						8.00
	-	43.00	-	-	25.00	-	-	68.00
	\$ -	\$ 6,416.89	\$ -	\$ -	\$ 3,364.25	\$ -	\$ -	\$ 9,781.14
5.0 Record Drawings & Project Close-Out								
5.1 Verify documents received		8.00	4.00		4.00			16.00
5.2 Verify bonds, docs & certs are on file.		2.00			2.00			4.00
5.3 Substantial complete inspection		4.00	4.00					8.00
5.4 Final inspection		4.00	4.00					8.00
5.5 Review as-builts		2.00	2.00					4.00
5.6 Full and final PW Documentation		8.00	4.00		12.00			24.00
	-	28.00	18.00	-	18.00	-	-	64.00
	\$ -	\$ 4,178.44	\$ 2,111.40	\$ -	\$ 2,422.26	\$ -	\$ -	\$ 8,712.10
							TOTAL:	\$103,929.51
Total Labor Hours	4.00	232.50	317.00	23.00	157.00	60.00	12.00	805.50

