BELLEVUE, IDAHO
RESOLUTION NO. 2387

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO. AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PROFESSIONAL SERVICES AGREEMENT NO. 96996 WITH FORSGREN ASSOCIATES, INC. AND THE IDAHO TRANSPORTATION DEPARTMENT FOR A LOCAL FISCAL YEAR 21 TRANSPORTATION PLAN FOR THE CITY OF BELLEVUE, IDAHO TRANSPORTATION DEPARTMENT PROJECT NO. A022(026), KEY NO. 22026 IN AN AMOUNT NOT TO EXCEED $83,309.

WHEREAS, the Idaho Transportation Department and the City of Bellevue, entered into an agreement on January 22, 2024 (the "ITD Agreement"), pursuant to Idaho Code § 40-317, for Federal participation funding of 92.66 percent (92.66%) from the approved Idaho Transportation Investment program for a local Fiscal Year 21 transportation plan for the City of Bellevue ("City"); and,

WHEREAS, pursuant to the ITD Agreement, the City is responsibility for 7.34 percent (7.34%) of the total project cost; and,

WHEREAS, pursuant to the ITD Agreement, Forsgren Associates, Inc. ("Forsgren") was selected by the City as Consultant for the transportation plan;

WHEREAS, an Idaho Transportation Department Local Professional Services Agreement, 96996, between Forsgren, the City of Bellevue and the Idaho Transportation Department authorizing Forsgren to proceed in an amount not to exceed $83,309 outlines the duties and responsibilities of all parties for the project.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

Section 1. Approves the Idaho Transportation Department Local Professional Services Agreement No. 96996 between Forsgren, the City of Bellevue, Idaho, and the Idaho Transportation Department, for a Local Fiscal Year 21 Transportation Plan in substantially the form presented at the August 12, 2024, regular Council meeting attached hereto as **Exhibit "A"**.

Section 2. The Agreement is adopted as a binding obligation of the City and that changes *may* later be made to the Agreement *if* the Changes ("Approved Changes") are approved by the City's Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.

Section 3. The Mayor is authorized to execute the Professional Services Agreement for a Local Fiscal Year 21 Transportation Plan with Forsgren, the City of Bellevue, Idaho, and the Idaho Transportation Department.

PASSED AND APPROVED by the Bellevue Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 12nd day of August 2024.

CITY OF BELLEVUE SEAL BLAINE COUNTY IDAHO

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

ROLL CALL	**AYE**	**NAY**
Council Member Carreiro	X	
Council Member Giordani	X	
Council Member Leahy	X	
Council Member Mahoney	X	
Council Member Obenauf	X	
Council Member Shay	X	

CITY OF BELLEVUE
SEAL
BLAINE COUNTY IDAHO

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 96996

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Bellevue , whose address is 1115 E Pine St Bellevue, ID 83313, hereinafter called the "Sponsor," and Forsgren Associates, Inc., whose address is 1109 W. Myrtle St, Suite 300, , Boise, ID, 83702, 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 #
LOCAL, FY21 TRANSPORTATION PLAN CITY OF BELLEVUE	A022(026)	22026

SUBCONSULTANTS

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

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Ken Kanownik, Deputy Administrator, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

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

   a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

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

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

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/30/2025**.

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

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **$83,309.00**

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

3. Total Agreement Amount: **$83,309.00**

C. Fixed Fee Amount: **$8,308.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

Forsgren Associates, Inc. 174.06%

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

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$83,309.00** 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.

FORSGREN ASSOCIATES, INC.
Consultant

By: _____

Title: CIVIL MANAGER

CITY OF BELLEVUE
Local Sponsor

By: _____

Title: Chris Johnson, Mayor August 12, 2024

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

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

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

20. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

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

B. STANDARDS OF PERFORMANCE

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

C. AGREEMENT ADMINISTRATOR

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

D. PERSONNEL

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

E. SUBCONSULTANTS

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

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

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

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

H. MONTHLY PROGRESS REPORT

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

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

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

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

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

I. PROGRESS AND FINAL PAYMENTS

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

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

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

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

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

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

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

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

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

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

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

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

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

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

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

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

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

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

4. DELAYS AND EXTENSIONS

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

Extensions of time may be granted for the following reasons:

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

5. TERMINATION

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

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

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

6. DISPUTES

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

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

7. ACCEPTANCE OF WORK

a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. AERIAL PHOTOGRAPHY

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

10. CADD SPECIFICATIONS

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

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

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

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

11. GEOTECHNICAL AND MATERIALS WORK

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

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

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

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

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

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

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

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

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

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

16. LEGAL COMPLIANCE

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

17. SUBLETTING

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

18. PERMITS AND LICENSES

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

19. PATENTS AND COPYRIGHTS

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

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

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

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State.In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

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

Pertinent Non-Discrimination Authorities:

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

21. INSPECTION OF COST RECORDS

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

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

24. EMPLOYEE ELIGIBILITY

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

Project Description

The City of Bellevue needs a clear picture of existing conditions, opportunities for improvements and a way to anticipate future needs. By studying the issues surrounding road, sign, and sidewalk conditions, safety and population growth, the City will have the data and means to understand the impact of their budgetary decisions. The Transportation Planning Study will be the basis to improve existing conditions and anticipate future needs. Creating this transportation plan will improve the City of Bellevue's ability to set priorities, optimize maintenance budgets and efficiently manage their transportation dollars. With a clear set of goals, a prioritized list of needs and well measured impact of each project, the City can effectively compete for limited funding opportunities to improve the transportation system.

The Transportation Planning Study will analyze existing conditions by inspecting the roadway surface, signs, and sidewalks. Following the analysis of existing conditions, several alternatives to improve the transportation system will be evaluated within the City and increase safety associated with vehicular and pedestrian travel. Finally, recommendations will be generated, and projects will be prioritized resulting in a coordinated capital improvement plan. A yearly maintenance plan as well as a sidewalk transition and multimodal plans will also be developed. Several tools will be utilized to craft the Transportation Planning Study including location of the City's infrastructure, GIS mapping and analysis of geospatial features, and pavement techniques.

Schedule

Please see attached schedule for project milestone task. The estimated duration of this scope of work is 12 months from Notice to Proceed.

Project Requirements

Deliverables will be prepared utilizing the following project requirements:

- All deliverables will be submitted to LHTAC in electronic format (ProjectWise) and hard and electronic copies to the Client.

Project Assumptions

The City of Bellevue is within an urban cluster with the City of Hailey. For the purpose of simplicity, inventory of existing conditions and infrastructure will be within the Bellevue city limits.

Task 1: Project Administration

1.1 Kick-Off Meeting

The kick-off meeting, held at the City of Bellevue office, will focus on the project objectives, communications, coordination guidelines, and LHTAC funding guidelines. The kick-off meeting will include two representatives from FA.

1.2 Invoicing, Progress Reports and Project Schedule

This task will include preparation and submittal of the monthly progress reports following ITD's Consultant Agreement Specifications. Invoices and supporting documentation will include completion of the Professional Services Authorization (PSAs), the ITD 0771 Form,

and the project schedule. It is anticipated 11 invoices and progress reports, and 1 final invoice will be prepared under this contract.

1.3 Project Administration

The project budget will be monitored, project files will be set up and maintained in ProjectWise. Coordination with the project team, LHTAC, and the City of Bellevue will be completed throughout the project design.

Deliverables:

- Invoices and Progress Reports (12 total)
- Project Schedule updates (11 total)

Task 2: City of Bellevue History/Conditions

2.1 **Socio-Economic Data and Growth:** Research the socio-economic characteristics and growth forecasts of the City of Bellevue. Conduct demographic analysis and prepare community profile. Based on Idaho Department of Labor, the U.S. Bureau of the Census, and U.S. Bureau of Economic Analysis, the City of Bellevue, a community profile of the area will be prepared. The profile will address the history and status of population characteristics and growth, employment trends, income data, and housing information.

2.2 **Zoning:** Determine the existing zoning requirements and zoned areas within the urban boundary.

2.3 **Functional Classification:** Examine existing functional classification of all roads within the urban boundary. Prepare an updated classification map. Complete functional classification form to reclassify roads that are identified in the TAC meeting.

2.4 **Right-of-Way (ROW) Designations and Roadway Standards:** Research existing ROW and roadway standards within the urban boundary.

Deliverables:

- Sections of the Transportation Plan to review at the TAC Meetings.

Task 3: Existing Conditions

3.1 **Review Available Traffic Data:** Assemble and review pertinent available traffic data for the study area. Traffic volume data will be assembled from City of Bellevue and ITD records. Truck percentage data to be included.

3.2 **Summarize Existing Bridge Inspection Reports:** Obtain and summarize existing bridge inspection reports and identify and document any problems. Link digital photographs of the structures to the GIS maps. Bridges less than 20 feet will be identified and added to the GIS maps.

3.3 **Identify Key Pedestrian and Bicycle Corridors/Activities:** Review countywide trails plan completed by the County.

3.4 **Identify Existing Transportation Safety Problems:** Identify and document existing transportation safety problems, such as; accident history, intersection geometry, poor visibility and/or sight distance, traffic volumes and flows, parking issues, pedestrian concerns, bad drainage, paint markings, pedestrian – vehicle, bicycle – vehicle conflicts, non-conforming traffic signage.

3.5 **Generate List of Transportation Problems:** Generate a list of existing known problems from the TAC Committee, and Public Involvement Surveys, (i.e. accidents at intersections, drainage, dust, gravel streets, maintenance of streets) and problems discovered as part of this study.

Deliverables:

- Sections of the Transportation Plan to review at the TAC Meetings.

Task 4: Develop GIS Data and Maps

4.1 **Develop ArcView GIS Base Maps:** Develop ArcView GIS base maps of the study area; streets, intersections, and highway configuration and classification; define road, street, highway, and traffic conditions.

4.2 **Collect and Map Land Use Data:** Information will be collected on existing land use, planned land use, and current zoning. To the extent that the data is electronically available, maps depicting generalized land use, planned land use, and zoning will be prepared. Maps will be digitized and incorporated into the GIS system.

Task 5: Existing Infrastructure Inventory

5.1 **Evaluate Pavement Condition:** A Pavement Condition Index (PCI) and or Remaining Service Life (RSL) analysis will be completed on each segment of roadway within the Urban Boundary. Each roadway segment will be inspected and measured to assess its condition. The condition assessment will include inspecting the roadway surface (cracking, rutting, and smoothness), destresses (potholes and edge raveling), drainage, and traffic flow. The information collected will be used to generate a Remaining Service Life (RSL).

5.2 **Evaluate Traffic Signs:** Survey and document the location and condition of each existing sign. Information that will be collected are type of sign, condition, type of post, sign height.

5.3 **Evaluate Sidewalk Condition:** A condition assessment of the sidewalks in the Urban Boundary will be completed. The condition assessment will document the overall condition, cracking, vertical transitions, and smoothness.

5.4 **Not used**

5.5 **Preparation of Existing Condition Report:** The existing conditions of the above-mentioned items will be summarized in maps showing the roadway PCI or RSL, sign location and conditions, and sidewalk location and condition. The report will be included in the overall transportation plan. Maintenance recommendations will be included in the report.

Deliverables:

- Sections of the Transportation Plan to review at the TAC Meetings.

Task 6: Public Involvement

6.1 **Technical Advisory Council Meetings:** Two (2) Technical Advisory Council (TAC) meetings will be held to discuss existing conditions, budgets, and long-term goals of the City. TAC will be made up of representatives from LHTAC, ITD, City staff, and key stakeholders identified by the City. It is anticipated that the meetings will last approximately 1.5 hours.

6.2 **Public Meetings:** Hold one (1) public participation meeting to gain public comments and concerns.

A. Public Meeting: Meeting will be an in-person format to present findings of the Transportation Plan Study and gain public comments and concerns. A summary of public comments and concerns will be developed.

Deliverables:

- Summary of public input to be included in the Transportation Plan

Task 7: Identify and Evaluate Alternatives

7.1 **Develop List of Needed Improvements:** Develop a list of identified problems. Evaluate alternatives for each listed problem which could include the no action alternative. Provide agency liaison for review of alternatives with LHTAC and ITD in coordination with the City.

7.2 **Determine Costs and Impacts:** Determine costs and identify general impacts associated with each improvement alternative.

7.3 **Recommend Improvements:** Recommend an Improvements Program that identifies specific projects, solutions and priorities, project identification and prioritization, and policies based on input from the public to include.

7.4 **Future Roads:** Identify and develop a plan for future growth and roads for both within the urban boundary and within the area of impact.

Deliverables:

- Sections of the Transportation Plan to review at the TAC Meetings.

Task 8: Develop Plans

8.1 **Capital Improvement Plan (CIP):** Identify needed capital improvement projects recommended for the study period; prioritize each phase of the project or capital improvement with associated schedules to meet funding cycles; develop implementation plan and schedule to function within existing and proposed funding cycle for the identified capital improvements; and funding sources to be reviewed as sponsored by local roads,

ITD, USDA-Rural Development, Department of Commerce, and federal highways. Unfunded needs/project including bike/pedestrian priorities will be included.

8.2 **Maintenance Plan:** Develop a maintenance plan for roads, sidewalks, paths, and signs. Incorporate maintenance cost into the CIP.

8.3 **Sidewalk Maintenance Plan:** Create a plan that will focus on the accessibility of pedestrian facilities within the public right-of-way, such as sidewalks, curb ramps, and crosswalks. The plan will address infrastructure repairs and meet ADA specifications.

8.4 **Multimodal Plan:** Establish strategic direction and guidance for current and future growth of the City. The plan will encompass multi-forms of commuting such as bicycle and pedestrian pathways. Key components of the county trails will be incorporated into the plan.

8.5 **Identify Funding Sources:** Identify funding sources for the City. Provide description of funding programs, application process and approximate application submittal dates.

Deliverables:

- Plans to be reviewed in the TAC Meeting and included to be included in the Transportation Plan

Task 9: Transportation Planning Study Report

9.1 **Prepare Draft Transportation Planning Study:** Prepare the draft City of Bellevue Transportation Planning Study incorporating all information compiled into report including final recommendations and disclose costs and funding mechanisms.

9.2 **Submit Draft Transportation Planning Study:** Submit a Draft of the City of Bellevue Transportation Planning Study to the City, LHTAC, ITD and TAC.

9.3 **Not Used**

9.4 **Revise Transportation Planning Study**: Make revisions based on review comments.

9.5 **Submit Final Transportation Planning Study:** Make final edits, formatting and submit final City of Bellevue Transportation Planning Study to LHTAC (electronic ProjectWise) and to the City of Bellevue (2 hard copies and electronic copy - pdf, EXCEL, and ArcView).

Deliverables:

- Transportation Plan (Draft)
- Transportation Plan (Final)
- GIS data file
- Word and Excel of Transportation Plan

FORSGREN Associates Inc.

A. SUMMARY ESTIMATED LABOR-HOUR COSTS

Labor Category	Man Hours		Hourly Rate		Raw Labor Cost
Principal QA/QC	5.00	@	$ 99.08	=	$ 495.40
Project Manager	90.00	@	$ 83.65	=	$ 7,528.50
Project Engineer	169.00	@	$ 41.25	=	$ 6,971.25
Project EIT	167.00	@	$ 38.00	=	$ 6,346.00
Designer/Drafter	98.00	@	$ 35.00	=	$ 3,430.00
Clerical	18.00	@	$ 27.25	=	$ 490.50
547.00	**TOTAL RAW LABOR COST**			=	**$ 25,261.65**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Rate		
$25,261.65	X	**174.06%**	=	**$ 43,970.43**

C. NET FEE

Total Raw Labor & Overhead		NET FEE*		
$69,232.08	X	**12.0%**	=	**$ 8,307.85**

D. FCCM

Total Raw Labor		FCCM		
$25,261.65	X	**0.8700%**	=	**$ 219.78**

E. Salary Adjustments

$ -

Escalation Rate	**0%**	**Percent**		
Total Project Length		Months **Estimated Project Duration**	August 2024 - July 2025	
Total Months		Months **Months of Escalation**	February 2025 - July 2025	
Escalation Factor	**0**			

FORSGREN LABOR TOTAL **$ 77,759.70**

F. SUBCONSULTANTS

Subconsultant	Subconsultant Fee
TOTAL ESTIMATED SUBCONSULTANT FEES =	**$ -**

G. OUT-OF-POCKET EXPENSE SUMMARY

Expense Category	Estimated Amount			Unit Cost		Estimated Expense
MILEAGE***	2,300	MILES	@	$ 0.670	=	$ 1,541.00
MEALS & INCIDENTALS (FIRST & LAST)***	12	DAYS	@	$ 55.50	=	$ 666.00
MEALS & INCIDENTALS (FULL DAY)***	8	DAYS	@	$ 74.00	=	$ 592.00
HOTEL & LODGING	10	NIGHTS	@	$ 275.00	=	$ 2,750.00
	TOTAL ESTIMATED EXPENSE				=	**$ 5,549.00**

PROJECT TOTAL = $83,308.70

* Negotiated % Fee

*** As per the "FEDERAL PER DIEM RATES FOR IDAHO"

FORSGREN Associates Inc.

FORSGREN LABOR-HOUR SUMMARY

	TOTAL	Princ QA/QC	Proj Man	Proj Eng	Proj EIT	Public Involve	Drafter	Clerical
1. Project Administration								
1.1 Kick-Off Meeting	14		6	6	2			
1.2 Invoicing, Progress Reports and Project Schedule	27	3	12					12
1.3 Project Administration	22		12	4				6
SUBTOTAL	63	3	30	10	2	0	0	18
2. City of Bellevue History/Conditions								
2.1 Socio-Economic Data and Growth	6			2	4			
2.2 Zoning	6			2	4			
2.3 Functional Classification	6			2	4			
2.4 Right-of-Way (ROW) Designations & Roadway Standards	6			2	4			
SUBTOTAL	24	0	0	8	16	0	0	0
3. Existing Conditions								
3.1 Review Available Traffic Data	6			2	4			
3.2 Summarize Existing Bridge Inspection Reports	0							
3.3 Identify Key Pedestrian & Bicycle Coorridors/Activities	7			3	4			
3.4 Identify Existing Transportation Safety Problems	7			3	4			
3.5 Generate List of Transporation Problems	8		1	3	4			
SUBTOTAL	28	0	1	11	16	0	0	0
4. Develop GIS Date and Maps								
4.1 Develop ArcView GIS Base Map	18		2	4			12	
4.2 Collect and Map Land Use Data	14		2	4			8	
SUBTOTAL	32	0	4	8	0	0	20	0
5. Existing Infrastructure Inventory								
5.1 Evaluate Pavement Condition	32			12	12		8	
5.2 Evaluate Traffic Signs	32			12	12		8	
5.3 Evaluate Sidewalk Conditions	16			4	4		8	
5.4 Not Used	0							
5.5 Preparation of Existing Condition Report	26		2	8	8		8	
SUBTOTAL	106	0	2	36	36	0	32	0
6. Public Involvement								
6.1 Technical Advisory Council Meetings (2 meetings)	46		16	24	4		2	
6.2 Public Meetings (1 meetings)	48		8	24	8		8	
SUBTOTAL	94	0	24	48	12	0	10	0
7. Identify & Evaluate Alternatives								
7.1 Develop List of Needed Improvements	14		2	4	8			
7.2 Determine Costs & Impacts	14		2	4	8			
7.3 Recomment Improvements	14		2	4	8			
7.4 Future Roads	14		2	2	4		6	
SUBTOTAL	56	0	8	14	28	0	6	0
8. Develop Plans								
8.1 Capital Improvement Plan	18		2	4	8		4	
8.2 Maintenance Plan	18		2	4	8		4	
8.3 Sidewalk Maintenance Plan	11		1	2	4		4	
8.4 Multimodal aPlan	5		1	2			2	
8.5 Identify Funding Sources	4		1	1	2			
SUBTOTAL	56	0	6	12	20	0	14	0
9. Transportation Planning Study Report								
9.1 Prepare Draft Transportation Planning Study	52	2.0	4	10	24		12	
9.2 Submit Draft Transportation Planning Study	4		2	2				
9.3 Not Used	0							
9.4 Revise Transportation Planning Study	22		4	6	8		4	
9.5 Submit Final Transportation Planning Study	10		4	3	3			
SUBTOTAL	88	2	14	21	35	0	16	0

SUMMARY

MAN-HOUR SUMMARY

	TOTAL	Princ QA/QC	Proj Man	Proj Eng	Proj EIT	Public Involve	Drafter	Clerical
1. Project Administration	63	3	30	10	2	0	0	18
2. City of Bellevue History/Conditions	24	0	0	8	16	0	0	0
3. Existing Conditions	28	0	1	11	16	0	0	0
4. Develop GIS Date and Maps	32	0	4	8	0	0	20	0
5. Existing Infrastructure Inventory	106	0	2	36	36	0	32	0
6. Public Involvement	94	0	24	48	12	0	10	0
7. Identify & Evaluate Alternatives	56	0	8	14	28	0	6	0
8. Develop Plans	56	0	6	12	20	0	14	0
9. Transportation Planning Study Report	88	2	14	21	35	0	16	0
TOTAL MAN-HOURS	547	5	89	168	165	0	98	18

FORSGREN Associates Inc

Bellevue Transportation Study
Key No. 22026

		MEALS FIRST AND LAST	MEALS FULL DAY	LODGING	MILES
1. Project Administration					
1.1 Kick-Off Meeting	1 Trip for 2 People	2			300
1.2 Invoicing, Progress Reports and Project Schedule					
1.3 Project Administration					
SUBTOTAL		2		0	300
2. City of Bellevue History/Conditions					
2.1 Socio-Economic Data and Growth					
2.2 Zoning					
2.3 Functional Classification					
2.4 Right-of-Way (ROW) Designations & Roadway Standards					
SUBTOTAL		0		0	0
3. Existing Conditions					
3.1 Review Available Traffic Data					
3.2 Summarize Existing Bridge Inspection Reports					
3.3 Identify Key Pedestrian & Bicycle Coorridors/Activities					
3.4 Identify Existing Transportation Safety Problems					
3.5 Generate List of Transporation Problems					
SUBTOTAL		0		0	0
4. Develop GIS Date and Maps					
4.1 Develop ArcView GIS Base Map					
4.2 Collect and Map Land Use Data					
SUBTOTAL		0		0	0
5. Existing Infrastructure Inventory					
5.1 Evaluate Pavement Condition	6 Days for 2 people and 2 vehicles	4	8	10	800
5.2 Evaluate Traffic Signs					
5.3 Evaluate Sidewalk Conditions					
5.4 Evaluate Americans with Disabilities Act (ADA) Ramps (Optional)					
5.5 Preparation of Existing Condition Report					
SUBTOTAL		4	8	10	800
6. Public Involvement					
6.1 Technical Advisory Council Meetings (3 meetings)	2 Trips for 2 people	2			600
6.2 Public Meetings (1 meetings)	1 trip for 2 people	2			300
SUBTOTAL		4		0	900
7. Identify & Evaluate Alternatives					
7.1 Develop List of Needed Improvements					
7.2 Determine Costs & Impacts					
7.3 Recomment Improvements					
7.4 Future Roads					
SUBTOTAL		0		0	0
8. Develop Plans					
8.1 Capital Improvement Plan					
8.2 Maintenance Plan					
8.3 Sidewalk Maintenance Plan					
8.4 Multimodal aPlan					
8.5 Identify Funding Sources					
SUBTOTAL		0		0	0
9. Transportation Planning Study Report					
9.1 Prepare Draft Transportation Planning Study					
9.2 Submit Draft Transportation Planning Study					
9.3 Conduct City Review Meetings		2.0			300
9.4 Revise Transportation Planning Study					
9.5 Submit Final Transportation Planning Study					
SUBTOTAL		2		0	300

SUMMARY

	MEALS FIRST AND LAST	MEALS FULL DAY	LODGING	MILES
1. Project Administration	2	0	0	300
2. City of Bellevue History/Conditions	0	0	0	0
3. Existing Conditions	0	0	0	0
4. Develop GIS Date and Maps	0	0	0	0
5. Existing Infrastructure Inventory	4	8	10	800
6. Public Involvement	4	0	0	900
7. Identify & Evaluate Alternatives	0	0	0	0
8. Develop Plans	0	0	0	0
9. Transportation Planning Study Report	2	0	0	300
TOTAL MAN-HOURS	12	8	10	2300