AGENDA ITEM NO. #16

EXECUTIVE SUMMARY
BRENNAN TRAIL EXTENSION AND PED BRIDGE PROJECT AGREEMENTS/CONTRACTS

To: Mayor Mark Dahlquist and City Council Members

From: Skyler Allen P.E., Senior Engineer
Mariela Mejia, Project Manager

Date: Meeting Date – November 19, 2026

Re: Local Professional Services Agreement for the Brennan Trail Extension and Pedestrian Bridge Project.

REQUEST

City Council may authorize the Mayor to execute the Local Professional Services Agreement (LPSA) between Idaho Transportation Department, Keller Associates, Inc., and the City of Pocatello, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department 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.

BACKGROUND

In 2024, the City initiated the Brennan Trail Extension and Pedestrian Bridge project No. A023(905) design phase. The scope of the project is to construct a multi-use pathway along the western side of the North Main Extension and an accompanying pedestrian bridge across the Portneuf River. A pedestrian bridge would be constructed adjacent to the roadway bridge to connect the extended Brennan Path with the Millward Mile Path and Sacagawea Park. The project is ready to proceed with the construction phase.

Local Highway Technical Advisory Council (LHTAC) sent the City the LPSA 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.

STAFF RECOMMENDATION

Staff recommends that City Council accept and authorize the Mayor to execute the LPSA between Idaho Transportation Department, Keller Associates Inc., and the City of Pocatello for construction inspection services for the Brennan Trail Extension and Pedestrian Bridge project.

Attachment

LHTAC/Local Services Agreement for the Brennan Trail Extension and Ped Bridge.

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: November 9, 2026

Re: Local Professional Services Agreement with Keller Associates, Inc. for Brennan Trail Extension and Pedestrian Bridge Project

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

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 97686

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Pocatello, whose address is , 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 #
, LOCAL, BRENNAN TRAIL EXTENSION AND PED BRIDGE, POCATELLO	A023905	23905

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 https://itd.idaho.gov/consultant-services/consultant-resources/ .

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 **11/30/2028**.

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: **$132,591.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$132,591.00**

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 **$132,591.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

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

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

KELLER ASSOCIATES, INC.
Consultant

By: _____

Title: Principal

CITY OF POCATELLO
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:



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 percentage 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 Consultant Services | Idaho Transportation Department .

   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 constitutes 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. Office of Civil Rights | Idaho Transportation Department

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 is contract.

SCOPE OF WORK FOR

CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES

PROJECT NAME: Brennan Trail Extension & Pedestrian Bridge

PROJECT NO: A023(905)

KEY NO: 23905

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Brennan Trail Extension & Pedestrian Bridge in Pocatello, Idaho. **Keller Associates, Inc.** (CONSULTANT) intends to provide the LHTAC and the City of Pocatello (Local Sponsor) with experienced management, construction administration, and inspection/sampling personnel. Through this contract, the CONSULTANT will inspect and document to ITD standards the activities associated with the project to the level necessary to administer the contract.

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 so that the project is accepted by the Local Sponsor, the LHTAC, the ITD and the Federal Highway Administration (FHWA). 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 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 review the MTR list generated in the design phase 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 samples and reporting results. Performance Assumptions:

    i. Minimum Testing Requirements (MTR's) will be reviewed by CONSULTANT and submitted to LHTAC to obtain approval from the LHTAC Resident Engineer if not already signed.

    ii. Up to ten (10) submittals are assumed in this scope of work.

    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. Coordination of meeting with the Local Sponsor, Contractor, the LHTAC, and Utilities.

ii. Prepare and distribute meeting minutes.

1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be reviewed, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance assumptions:

i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.

ii. Maintain records in compliance with Title VI requirements.

1.4 Civil Rights Compliance – CONSULTANT and the contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

1.5 Filing and Records Management – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to see that that all records are being kept and the filing system is up to date.

Performance assumptions:

i. Maintain project filing system electronically using ProjectWise and activate the project in AASHTOWare.

ii. Address periodic review comments.

iii. Post test results to MSR spreadsheet.

1.6 Progress Estimate Preparation – for each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.

Performance assumptions:

i. Prepare monthly pay estimate packages.

ii. Prepare monthly Contractor budget projections to be submitted to the Engineer.

iii. ITD-2242 Time Accounting form will be prepared monthly.

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.

Performance Assumptions:

i. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.

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 – Weekly/periodic progress meetings will be held on site or at a mutually-agreed upon location near the project site. A virtual option will be provided for remote attendees.

Performance assumptions:

i. Attend weekly/periodic progress meetings and prepare minutes for distribution and review.

1.10 Subcontracts – CONSULTANT will review and present subcontracts for approval by the LHTAC.

1.11 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 and specific task descriptions for all labor expended and appropriate backup for all direct costs. The Consultant will formally notify the Agreement Administrator upon reaching 75% of the expended contract amount. No payment will be made outside of the current agreement amount. If a supplemental agreement is negotiated, work cannot be billed to that agreement until the supplemental PSA is executed.

Assumptions:

i. Nine (9) monthly invoices are anticipated.

1.12 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer and Local Sponsor.

Performance assumptions:

i. CONSULTANT will consult with the LHTAC Resident Engineer and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the Draft ITD-2317 and necessary backup documents for the Resident Engineer's review.

ii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work.

iii. CONSULTANT has four weeks from the date that the last required information was received from the Contractor to complete the required Change Order documents and submit to the Resident Engineer for further processing.

iv. CONSULTANT level of effort assumes up to two (2) Change Orders in this scope of work. More than that may require a supplemental agreement.

1.13 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, Design Engineer, or Local Sponsor.

Performance Assumptions:

i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.

ii. CPM Review – The contractor's CPM schedule will be reviewed to check that activity dates are properly recorded for accuracy.

iii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that affect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.

1.14 Public Relations – CONSULTANT will respond to and coordinate public inquiries and/or concerns with Local Sponsor, Contractor, and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained.

1.15 511 Reporting – CONSULTANT will complete and submit to the LHTAC the ITD-0511 form before the start of construction. CONSULTANT will update the form monthly and following any major changes to project traffic control or limitations due to construction activities.

2. SURVEY CONTROL – CONSULTANT will check the contractor surveys for accuracy and compliance with the plans and specifications.

Assumptions:

i. A Professional Land Surveyor (PLS) will not be required from CONSULTANT for survey control verification.

3. PROJECT INSPECTION – Inspection will be performed by CONSULTANT on an as-needed basis. LOCAL SPONSOR may augment inspection but cannot be reimbursed by project costs.

3.1 Inspection and Inspector Diaries – Daily reports on ITD forms 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, civil rights compliance, decisions, observations in general, and specific

observations in more detail as the case of observing test procedures. Project files will be maintained and copies will uploaded to ProjectWise on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

Assumptions:

i. Inspection is assumed to occur for an average of 4 hours per working day, including travel.

3.2 Identify and Recommend Corrections – Omissions, substitutions, defects, and deficiencies observed in the work of the contractor will be identified and documented with recommendations reported to the Engineer.

3.3 Pay Quantity Collection – Pay documents (ITD-2780 forms) will be provided. Quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the contractor.

3.4 Environmental & Erosion Control Monitoring

Performance Assumptions:

i. PPP - CONSULTANT will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise.

3.5 Asphalt and Fuel Price Adjustment Calculations – Asphalt and Fuel Price adjustment will be calculated monthly. Records of each month's calculation must be included in the project files.

4. MATERIALS SAMPLING AND TESTING – CONTRACTOR is responsible to provide materials sampling and testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

4.1 Quality Assurance and Verification Sampling and Testing – Sampling and testing will be performed by Contractor according to the ITD Quality Assurance requirements as listed in the MTRs. MTRs are included in bid documents. Consultant will advise the Contractor that the MTRs must be adhered to.

4.2 Prepare and Transmit Test Results – All sampling and testing data generated by Contractor and received by Consultant will be submitted to the Engineer for inclusion in the Materials MAP and QC/QA statistical analysis for penalty/bonus calculations.

4.3 Schedule for Sampling – LHTAC will be informed of the project sampling and testing schedule, and all documentation reports of sampling and testing will be reviewed and submitted when received by the Contractor.

4.4 Acceptability of "or-equal" Products – CONSULTANT will review 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 CLOSEOUT – At the completion of the project, CONSULTANT will review and check Record Drawings submitted by the Contractor. At project close-out, all records will be finalized, and quantity calculations verified. Notify the Engineer when all records are final and available in ProjectWise within 30 days of project substantial completion.

Performance Assumptions:

5.1 Check that all necessary documents have been received for submission of the 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 ITD, LHTAC Resident Engineer and the contractor, to determine if the work is Substantially Complete. If there are no objections from the ITD, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the contractor.

5.4 Participate in a final inspection, to include representatives from Local Sponsor and the LHTAC, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing final payment to the contractor. CONSULTANT will also provide notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement. CONSULTANT will provide before and after pictures of the project.

KEY UNDERSTANDINGS

- 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 their assigned representative.
- The CONSULTANT will provide access to an office and office equipment for use by the CONSULTANT to properly conduct contract/construction administration tasks.
- ITD/LHTAC will provide remote access to ITD computer systems and project files including AASHTOWare and ProjectWise
- No Independent Assurance (IA) inspections and testing will be conducted.
- LHTAC will provide approval of Change Orders. CONSULTANT will place final authorized copies of change orders in ProjectWise.
- 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 expensed to complete the project in accordance with the ITD Task Order for this work.
- The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANT's professional judgement. They are presented to allow a review of this Scope of Work. As the Contractor initiates activities, it may become apparent that some modifications to this Scope of Work and Labor Estimate are necessary due to changes in the contractor's schedule. CONSULTANT will advise the Agreement Administrator, LHTAC Resident Engineer, and Local Sponsor of such issues and any fee and/or schedule impact prior to implementing revised activities.
- Project Management – CONSULTANT will manage inspection staff to 1) see that adequate, qualified personnel are assigned to the project, and 2) oversee inspector and check that inspectors are providing services listed in this scope of work.
- Project Schedule – CONSULTANT will implement its services in accordance with the Contractor's construction schedule (bridge abutment work will not start until after October 19, 2026, and must be completed by March 15, 2027, work must be completed in 40 working days; bridge & pathway work will start no later than March 15, 2027 and be completed by May 15, 2027, work must be completed in 20 working days). It is anticipated that CONSULTANT will be engaged in CEI&S services from Late September 2026 through June 2026.

Keller Associates

Brennan Trail Extension & Pedestrian Bridge

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Key No. 23905
Project No. A023(905)

Labor Category	Man Days		Labor Hours		Hourly Rate	Multiplier: 2.7248 Loaded Hrly Rate		Keller Loaded Labor Cost
Principal Nathan Cleaver	0.13	=	1.00	@	$ 77.64	$ 211.55	= $	211.55
Project Manager Kevin Mertens	33.06	=	264.50	@	$ 65.87	$ 179.48	= $	47,472.46
Lead Inspector Matthew Taylor	54.63	=	437.00	@	$ 34.86	$ 94.99	= $	41,510.63
Alt Inspector	0.00	=	-	@		$ -	= $	-
Records Inspector / QC Kevin Mertens	26.88	=	215.00	@	$ 65.87	$ 179.48	= $	38,588.20
Clerical Wendy Rowland	2.50	=	20.00	@	$ 41.25	$ 112.40	= $	2,248.00
			937.50		**KELLER SUBTOTAL LABOR**		**= $**	**130,030.84**

	Approved Rate
B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD	**145.96%**
C. NET FEE	**10.5%**
D. FCCM	**0.69%**

E. OUT-OF-POCKET EXPENSE SUMMARY

	Expense Category	Estimated Amount		Unit Cost			Expense
1	Mileage (miles)	2,344	Miles	@ $ 0.760	(GSA)	= $	1,781.44
2	M&IE*	4	Days	@ $ 68.00		= $	272.00
3	Lodging (Pocatello)**	4	Days	@ $ 126.50		= $	506.00
		KELLER TOTAL ESTIMATED EXPENSES				**= $**	**2,559.44**

*Pocatello

**As per "FY26 Federal Per Diam Rates for Idaho". Pocatello = $110 + 15% tax

TOTAL =	**$**	**132,590.28**

Brennan Trail Extension & Pedestrian Bridge
Key No. 23905
Project No. A023(905)

Bridge Abutment Work: Start After October 19, 2026, 40 working days, by March 15, 2027 40 Working Days
Bridge & Pathway Work: Start no later than March 15, 2027 and completed by May 15, 202 20 Working Days

TOTAL CONTRACT
$132,590.28

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Loaded Hourly Rates $ 211.55 $ 179.48 $ 94.99 $ - $ 179.48 $ 112.40

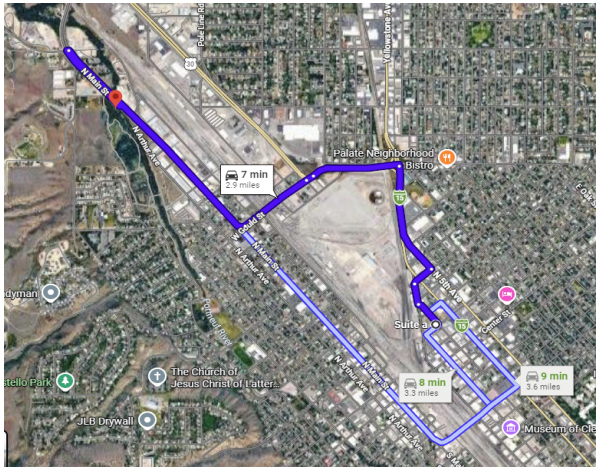
			KELLER ASSOCIATES								
TASK #	**TASK DESCRIPTION**	**TOTAL HOURS**	**Principal**	**Project Manager**	**Lead Inspector**	**Alt Inspector**	**Records Inspector / QC**	**Clerical**	**KELLER TOTAL HOURS**	**Task Value**	**Notes / Assumptions**
1	**CONSTRUCTION ADMINISTRATION**	**482.0**	**1.0**	**159.0**	**122.0**	**0.0**	**180.0**	**20.0**	**482.0**	**$74,892.05**	
1	Submittal Log and MTRs	5.0		1.0	2.0		2.0		5.0	$728.42	Review by key staff
2	Pre-Construction Meeting	11.0		9.0	2.0				11.0	$1,805.30	Agenda, minutes, meeting. in-person
3	Labor Compliance	36.0					36.0		36.0	$6,461.28	4 hr/mo review
4	Civil Rights Compliance	18.0			9.0		9.0		18.0	$2,470.23	1 hr/mo each
5	Filling and Records Management	80.0		20.0			60.0		80.0	$14,358.40	
6	Progress Estimate Preparation	72.0		27.0			45.0		72.0	$12,922.56	9 estimates
7	Materials Certs	27.0		9.0			18.0		27.0	$4,845.96	1 hr/mo PM, 2 hr/mo RI
8	Contract Changes	12.0		4.0	8.0				12.0	$1,477.84	2 RFCs assumed
9	Progress Mtgs	96.0		48.0	48.0				96.0	$13,174.56	8 mo x 4 wk/mo x 1.5 hrs/mtg for attendance, scheduling, agenda/mins
10	Subcontracts	12.0		4.0			8.0		12.0	$2,153.76	4 subs; 2 hrs/each RI, 1 hr/each PM
11	Monthly Invoicing	30.0	1.0	9.0				20.0	30.0	$4,074.87	9 invoices, 1 hr/mo PM, 2 hr/mo clerical+initial set up
12	Change Orders	16.0		6.0	8.0		2.0		16.0	$2,195.76	2 COs with 3hr each for PM and 4 hr each for Staff Eng/LI. + RI support
13	Contract Submittal Review	54.0		9.0	45.0				54.0	$5,889.87	5 hr/mo LI, 1 hr/mo PM
14	Public Relations	9.0		9.0					9.0	$1,615.32	WAG
15	511 Reporting	4.0		4.0					4.0	$717.92	Initial 511, periodic updates
2	**SURVEY CONTROL**	**4.0**	**0.0**	**0.0**	**4.0**	**0.0**	**0.0**	**0.0**	**4.0**	**$379.96**	
1	Survey Check	4.0			4.0				4.0	$379.96	No PLS
3	**PROJECT INSPECTION**	**347.5**	**0.0**	**57.5**	**290.0**	**0.0**	**0.0**	**0.0**	**347.5**	**$37,867.20**	
1	Inspections and Inspector Diaries	326.0		36.0	290.0				326.0	$34,008.38	LI: 60 WDs x 4 hr/WD, PM 1 hr/mo review DWRs, +5 days pile driving 10
2	Identify and Recommend Corrections	8.0		8.0					8.0	$1,435.84	included in inspection hours
3	Pay Quantity Calcs	0.0							0.0	$0.00	included in inspection hours
4	Environmental & Erosion Control Monitoring	4.5		4.5					4.5	$807.66	.5 hr/mo PM, In inspection hours. Monitor contractor reports
5	Asphalt and Fuel Price Adjustment Calcs	9.0		9.0					9.0	$1,615.32	1 hr/mo
4	**MATERIALS SAMPLING AND TESTING**	**45.0**	**0.0**	**18.0**	**9.0**	**0.0**	**18.0**	**0.0**	**45.0**	**$7,316.19**	
1	QA and Verification Sempling and Testing	0.0							0.0	$0.00	by contractor
2	Prepare and Transmit Test Results	27.0		9.0			18.0		27.0	$4,845.96	review/file/upload 2 hr/mo, PM 1 hr/mo
3	Schedule for Sampling	9.0			9.0				9.0	$854.91	1 hr/mo
4	Acceptability of "or-equal" products	9.0		9.0					9.0	$1,615.32	1 hr/mo
5	**RECORD DRAWINGS & PROJECT CLOSEOUT**	**59.0**	**0.0**	**30.0**	**12.0**	**0.0**	**17.0**	**0.0**	**59.0**	**$9,575.44**	
1	Documentation check	32.0		8.0	8.0		16.0		32.0	$5,067.44	
2	Check that bonds, Certs, docs, etc. on file	3.0		2.0			1.0		3.0	$538.44	
3	Substantial Completion Inspection	12.0		10.0	2.0				12.0	$1,984.78	PM - In Person
4	Final Inspection	12.0		10.0	2.0				12.0	$1,984.78	PM - In Person
	TOTAL LABOR HOURS	**937.5**	**1.0**	**264.5**	**437.0**	**0.0**	**215.0**	**20.0**	**937.5**	**$130,030.84**	
			0%	28%	47%	0%	23%	2%			

Brennan Trail Extension & Pedestrian Bridge
Key No. 23905
Keller Mileage Worksheet

Keller Mileage

	One Way	On-Site	Miles / Trip	Trips	Mileage
PM	240	1	481	4	1,924
Lead Inspector	3	1	7	60	420
Alt Inspector			0		0
				Total (Miles)	**2,344**

Pocatello Office to Project



Meridian to Project

