



**AGENDA BILL**

<b>Agenda Subject:</b> Resolution No. 1647 Approval of an Interagency Agreement with the Ada County Highway District for Street Reconstruction on 8 <sup>th</sup> & Bannock Streets		<b>Date:</b> April 13, 2020
<b>Staff Contact:</b> Kathy Wanner Karl Woods	<b>Attachments:</b> 1. Resolution No. 1647 2. Interagency Agreement	
<b>Action Requested:</b> Adopt Resolution No. 1647 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's 8 <sup>th</sup> & Bannock Street Streetscape Improvement Project.		

**Background:**

The Agency's construction of its 8<sup>th</sup> & Bannock Street Streetscape Improvement Project includes significant investment in public improvements such as green stormwater infrastructure, new streetscapes, furnishings, street lights, rebuilt roads, vault reconstructions, geothermal expansion and fiber optic expansion. Since the project streets have an Ada County Highway District (ACHD) "Pavement Condition Index" of 62 or below, a complete reconstruction would be required at the next maintenance cycle. Therefore, completion of the street reconstruction now is the best way to extend the life of the 8<sup>th</sup> & Bannock Streets improvements being made.

Agency and ACHD staff have negotiated an agreement to share the expense involved in complete reconstruction of 8<sup>th</sup> Street between Bannock Street and State Street and Bannock Street between 9<sup>th</sup> and Capitol Boulevard. The parties are prepared to proceed with the Agency's CM/GC, Guho Corp, handling the reconstruction of the streets.

**Fiscal Notes:**

CCDC has budgeted \$2M for the streetscape improvements. The interagency agreement will augment that budget line item by approximately \$278,000 to help Agency dollars go further.

**Staff Recommendation:**

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve execution of the Interagency Agreement with ACHD.

**Suggested Motion:**

I move adoption of Resolution No. 1647 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's 8<sup>th</sup> & Bannock Street Streetscape Improvement Project.

**RESOLUTION NO. 1647**

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT FOR RECONSTRUCTION OF PORTIONS OF 8<sup>TH</sup> STREET AND PORTIONS OF BANNOCK STREET BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District (ACHD), the Agency seeks to make certain transformative improvements and enhancements to certain portions of 8<sup>th</sup> Street and Bannock Street, including installation of geothermal and fiber optic resources, innovative storm water solutions, dedicated bike lanes, creative streetscape design, and street reconstruction, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, because doing so will extend the life of the Agency's investments in the streetscape improvements, the Agency has offered to design and reconstruct 8<sup>th</sup> Street between Bannock Street and State Street and design and reconstruct Bannock Street between 9<sup>th</sup> Street and Capitol Boulevard provided that ACHD reimburses certain costs associated with the street reconstruction; and

WHEREAS, the Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's contractor will construct the streetscape improvements and ACHD will reimburse for its share of the cost of the work; and

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Agreement and to authorize the Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Interagency Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 13, 2020, Agency Board meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Dana Zuckerman, Chair

ATTEST:

BY: \_\_\_\_\_  
Lauren McLean, Secretary

## **EXHIBIT A**

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT  
AND  
CAPITAL CITY DEVELOPMENT CORPORATION  
FOR

Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Green Stormwater  
Infrastructure at Identified portions of 8th & Bannock Streets in Boise, Idaho.

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND  
CAPITAL CITY DEVELOPMENT CORPORATION FOR  
Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Green Stormwater Infrastructure at  
**Identified portions of 8<sup>th</sup> & Bannock Streets in Boise, Idaho.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code (“CCDC”).

**RECITALS**

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts.

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

WHEREAS, CCDC desires to reconstruct curbs, gutters and sidewalks within downtown Boise on **8<sup>th</sup> Street between Bannock Street and State Street**, and **Bannock Street between Ten Barrel Parking Lot and Capitol Boulevard**, as depicted in Exhibit A, attached hereto, (“CCDC PROJECT”). Reconstruction and improvements of the curb, gutter, sidewalk and Green Stormwater Infrastructure (GSI) may necessitate a full pavement rebuild on **8<sup>th</sup> Street and Bannock Street**. In addition, CCDC may reconstruct the pavement on certain block segments with asphalt.

WHEREAS, the existing pavement and subbase on **8<sup>th</sup> Street between Bannock Street and State Street**, currently has a Pavement Condition Index of 62 or below, and requires a complete reconstruction the next time this segment undergoes maintenance, and **Bannock Street between 9<sup>th</sup> Street and Capitol Boulevard** currently has a Pavement Condition Index of 68 or below, requiring at least a 2-inch mill and inlay, and possibly a complete reconstruction the next time this segment undergoes maintenance as recommended in a recent geotechnical report done with the 2019 Downtown Boise Implementation Plan ACHD project. These treatments are a

minimum and may require a more extensive treatment based on additional changes such as reconfiguration and stormwater system changes.

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft<sup>2</sup>) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, CCDC has offered to design and reconstruct the entirety of **8th Street between Bannock Street and State Street, and Bannock Street between 9th Street and Capitol Boulevard, as depicted on Exhibit A** (“ACHD PROJECT”), provided that ACHD reimburses the material costs of granular subbase, aggregate base course, excavation, and asphalt associated with such reconstruction that would have been included in the 2019 Downtown Boise Implementation Plan ACHD project if not for this project. The 2019 Downtown Boise Implementation Plan ACHD project included a reconstruction of **8th Street between Bannock Street and State Street**, and a 2-inch mill and inlay on **Bannock Street between 9th Street and Capitol Boulevard**. Reimbursement associated with **8th Street between Bannock Street and State Street** includes the parking area.

WHEREAS, construction specifications for the ACHD PROJECT (“PROJECT SPECIFICATIONS”) are attached hereto as Exhibit “B”.

WHEREAS, an estimate of the material cost of granular subbase, aggregate base course, asphalt, excavation, mobilization, and misc. construction costs associated with the construction of the ACHD PROJECT are attached hereto as Exhibit “C”. Actual accepted bid prices will be used to calculate the reimbursement ACHD is responsible for.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC’s investments in the streetscape.

WHEREAS, CCDC is willing to include the PROJECT SPECIFICATIONS within its CCDC PROJECT bid package and obtain a separate construction cost to include the ACHD PROJECT work within its CCDC PROJECT.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

**1. ACHD RESPONSIBILITIES:**

- a. Review and approve the separate construction estimate for the ACHD PROJECT prior to bidding as part of the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component).
- b. Review and approve the separate construction estimate for the ACHD PROJECT once the bidding is complete for the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component). If ACHD does not approve said estimate, CCDC shall have no obligation to construct any portion of the ACHD PROJECT, and ACHD shall have no obligation to reimburse CCDC for the construction of any portion of the ACHD PROJECT.
- c. Provide for the inspection of the ACHD PROJECT, including all related road, sidewalk and storm drain components applicable to the CCDC PROJECT.
- d. Provide payment to CCDC after bid acceptance and any construction change order costs that relate to the ACHD PROJECT in accordance with Section 3, PAYMENT, below, for the construction of the ACHD PROJECT, as described in the Recitals and depicted in Exhibit A. ACHD will not be responsible for the added costs above the pavement designs shown in Exhibit "B". The final payment(s) will reflect the low bid ACHD approved amount and any change orders that affect the ACHD PROJECT approved by ACHD of work done per ACHD fiscal year.

**2. CCDC RESPONSIBILITIES:**

- a. Provide for design, bidding, and award of the ACHD PROJECT as a component of the CCDC PROJECT.
- b. Provide for construction of the ACHD PROJECT in accordance with the PROJECT SPECIFICATIONS.
- c. Call ACHD-identified staff two (2) weeks prior to beginning CCDC PROJECT work, which is estimated to begin in June, 2020.
- d. Provide for the inspection of the CCDC PROJECT.

**3. PAYMENT:**

- a. CCDC shall provide the awarded construction contract, including bid item prices, to ACHD, which will be used to find the sum ACHD is to pay based on the material estimates in Exhibit C.



- b. CCDC will invoice ACHD for construction costs related the ACHD Project based on the actual construction costs as submitted by CCDC's contractor. In order to contain project related costs in any particular fiscal year, CCDC can, at its option, submit to ACHD monthly invoices; or one invoice for project related costs incurred through September 30, 2020 and one invoice upon substantial project completion. The fiscal year for CCDC and ACHD ends September 30.
- c. ACHD shall make payments to CCDC within thirty (30) days of receiving the invoice; provided, however, that if ACHD disputes or disapproves any amount or the awarded construction contract, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.
- d. CCDC shall provide to ACHD all information provided by CCDC's contractor, including sufficient proof of payment to all contractors, subcontractors, or material supplies that provided services or materials in the construction of the ACHD PROJECT up to the date of the invoice.
- e. CCDC shall provide all construction change order requests and information provided by CCDC's contractor. In the event of a construction change order, ACHD and CCDC shall review the change order and jointly decide the percentage of responsibility of each party. In most cases ACHD would be fully or partially responsible for change orders required for asphalt paving such as the removal and replacement of unsuitable subbase material, or as part of the ACHD PROJECT. ACHD shall include such change order costs in the ACHD payments; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

#### **4. ADDITIONAL PROVISIONS:**

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval will be required for any change order affecting the ACHD PROJECT.
- d. Prior to commencement of work by the contractor(s), the parties will, together with the contractor(s), inspect the ACHD PROJECT site for the purpose of reviewing the site to locate and note any unstable areas and resolve any items of concern or misunderstanding.
- e. It is anticipated that the term of this Agreement shall expire by September 30, 2021 or whenever each party's obligations are complete, whichever is later. CCDC's warranty obligations pursuant to the ACHD Policy Manual shall survive the termination of this Agreement.

- f. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.
- g. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.
- h. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- i. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- j. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- k. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- l. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

- m. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- n. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- o. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- p. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- q. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- r. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.
- s. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- t. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- u. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- v. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Bruce Wong Title: Director	Name: Mary May Title: President, Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Title:	Name: John Brunelle Title: Executive Director

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2020 before me, a notary public in and for said state, personally appeared MARY MAY and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires:

Exhibit "A"

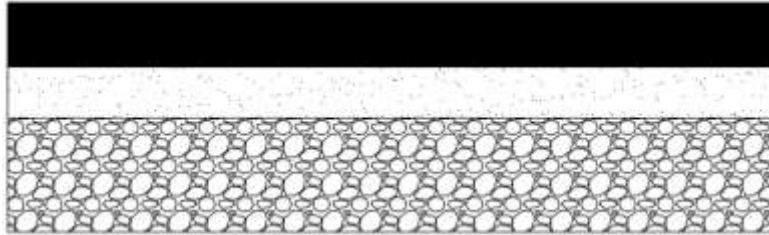
DEPICTION OF THE OF 8<sup>TH</sup> & BANNOCK STREET PROJECT AREA DEFINING THE CCDC PROJECT AREA AND THE ACHD PROJECT AREA



**Exhibit "B"**

**TYPICAL SECTIONS FOR WHICH ACHD SHALL REIMBURSE RELATED COSTS  
(May not match development requirements)**

**8th Street between Bannock Street and State Street**



5" Plant Mix Pavement  
Superpave SP-3 Conforming  
to ACHD Standards for  
Superpave PG 64-28

4" Aggregate Base Course  
Conforming to Section 802,  
Latest ISPWC

Note: Base Course compaction to exceed 95% ASTM D-698

**Bannock Street between 9th Street and Capitol Boulevard:**



2" Rotomill Conforming to  
ACHD SSP 08115

2" Plant Mix Pavement  
Superpave SP-3 Conforming  
to ACHD Standards for  
Superpave PG 64-28

**Exhibit “C”**

**ESTIMATED ACHD PROJECT COSTS**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
Rotomill	SY	3819	\$ 3.00	\$ 11,457
Excavation	CY	1745	\$ 25.00	\$ 43,625
Superpave Asphalt	TN	1352	\$ 80.00	\$ 108,160
Aggregate Base Course	CY	678	\$ 40.00	\$ 27,120
Granular Subbase	TN	1579	\$ 20.00	\$ 31,580
Soft Spot Repair with Granular Subbase	CY	200	\$ 40.00	\$ 8,000
			Subtotal	\$ 229,942
			5% Contingency	\$ 11,497
			Sub Total with Contingency	\$ 241,439
			10% Mobilization	\$ 24,144
			5% Traffic Control & Misc. Construction Costs	\$ 12,072
			<b>Estimated Total</b>	<b>\$ 277,655</b>