



**BOARD  
OF  
COMMISSIONERS  
MEETING  
January 11, 2023**

# CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting  
Conference Room, Fifth Floor, 121 N. 9<sup>th</sup> Street  
January 11, 2023, 10 a.m.

This meeting will be available via live stream.

Join at <https://ccdcb Boise.com/board-of-commissioners/>

## A G E N D A

- I. **CALL TO ORDER** .....Chair Haney Keith
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS** .....Chair Haney Keith
- III. **WORK SESSION**
  - A. Linen Blocks on Grove Street Project Update (15 minutes) .....Amy Fimbel / Kevin Holmes
- IV. **ACTION ITEM: CONSENT AGENDA**
  - A. Expenses
    1. Approval of Paid Invoice Report - December 2022
  - B. Minutes and Reports
    1. Approval of December 12, 2022 Meeting Minutes
  - C. Other
    1. Approve Resolution 1805 - 1015 Main Street - Smith Block Building - Type 1 Participation Agreement
    2. Approve Resolution 1808 - 818 W Ann Morrison Park Dr - Capitol Student Housing - Type 2 Participation Agreement
    3. Approve Resolution 1806 - Valley Regional Transit Board - Designate Agency Representatives
- V. **ACTION ITEM**
  - A. CONSIDER: Resolution 1802 - Linen Blocks on Grove Street Streetscape Improvement Project - Interagency Agreement with the Ada County Highway District for Construction Services (5 minutes)..... Amy Fimbel
  - B. CONSIDER: Resolution 1804 - Linen Blocks on Grove Street Streetscape Improvement Project - Amendment No. 2 to the CM/GC Contract with Guho Corp. (5 minutes) ..... Amy Fimbel
  - C. CONSIDER: Resolution 1803 - Task Order 19-004 with GGLO for Professional Design Services for the Linen Blocks on Grove Street Streetscape Improvements Project (5 minutes) ..... Amy Fimbel
  - D. CONSIDER: Linen Blocks on Grove Street Public Art - Type 4 Participation Designation (10 minutes) ..... Amy Fimbel
  - E. CONSIDER: Resolution 1807 - Task Order 19-005 with Kittelson & Associates, Inc. for Professional Design Services for the 5th & 6th Street Two-Way Conversion Project (10 minutes) .....Zach Piepmeyer
  - F. CONSIDER: 200 N 4<sup>th</sup> St - ICCU Plaza - Type 2 Participation Designation (5 minutes).....Kevin Holmes
  - G. CONSIDER: 120 N. 12<sup>th</sup> St - 12th & Idaho - Type 2 Participation Designation (5 minutes) .....Alexandra Monjar

## VI. ADJOURN

*This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).*



# **III. WORK SESSION**



# **IV. CONSENT AGENDA**





## Paid Invoice Report

For the Period: 12/1/2022 through 12/31/2022

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
<b>Payroll:</b>			Total Debt Payments: -
EFTPS - IRS	Federal Payroll Taxes	12/14/2022	18,317.52
Idaho State Tax Commission	State Payroll Taxes	12/14/2022	3,025.00
PERSI	Retirement Payment	12/14/2022	24,692.69
CCDC Employees	Direct Deposits Net Pay	12/14/2022	47,657.82
Idaho Dept of Labor	Q4 2022 SUTA Payment	12/27/2022	195.15
EFTPS - IRS	Federal Payroll Taxes	12/28/2022	16,520.58
Idaho State Tax Commission	State Payroll Taxes	12/28/2022	2,647.00
CCDC Employees	Direct Deposits Net Pay	12/28/2022	43,564.37
PERSI	Retirement Payment	12/28/2022	23,488.85
Total Payroll Payments:			180,108.98
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	December 2022	1,189,391.51 <b>A</b>
Total Cash Disbursements:			<b>\$ 1,369,500.49</b>

*I have reviewed and approved all cash disbursements in the month listed above.*

Joey Chen

Finance Director

1/3/2023

Date

John Brunelle

Executive Director

1/3/2023

Date

## Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	309	Management Training FY2	11/30/2022	5,000.00	12747	12/30/2022
	Total 4136:				5,000.00		
4085	Ada County Treasurer	4048996 703	R1749100412 property tax	12/01/2022	3,170.17	64305	12/19/2022
	Total 4085:				3,170.17		
3838	American Fire Protection L	14143	Monthly pump inspection &	11/18/2022	200.00	64310	12/28/2022
	Total 3838:				200.00		
1316	Blue Cross of Idaho	2230700000	Health Insurance - Dec 202	12/01/2022	30,483.00	64292	12/01/2022
	Total 1316:				30,483.00		
1385	Boise City Utility Billing	5471DEC22	703 S 8th St 01395700040	12/01/2022	94.46	12764	12/27/2022
		X1177DEC22	848 Main St # 0447416001	12/01/2022	9.32	12763	12/27/2022
		X5471 NOV2	703 S 8th St 01395700040	11/01/2022	256.33	12728	12/01/2022
	Total 1385:				360.11		
1418	Boise Metro Chamber of C	5816592.	Leadership Boise Gov Spo	12/01/2022	1,000.00	12732	12/29/2022
	Total 1418:				1,000.00		
4022	Boxcast Inc	B57F3A3-00	storage fees	11/30/2022	33.94	12733	12/29/2022
	Total 4022:				33.94		
3712	Car Park	OCT22	10th & Front - Grove	10/31/2022	23,279.72	12748	12/30/2022
		OCT22	9th & Front - City Centre	10/31/2022	38,601.82	12748	12/30/2022
		OCT22	9th & Main - Eastman	10/31/2022	28,008.62	12748	12/30/2022
		OCT22	Cap & Main - Cap Terrace	10/31/2022	30,750.04	12748	12/30/2022
		OCT22	Cap & Myrtle - Myrtle	10/31/2022	19,674.00	12748	12/30/2022
	Total 3712:				140,314.20		
4200	Cascade Enterprises Inc.	3438 APP #6	ParkBOI Handrail & Guardr	11/25/2022	57,199.50	12749	12/30/2022
	Total 4200:				57,199.50		
1556	Caselle Inc.	120584	Contract support - Dec 202	12/01/2022	866.00	64293	12/01/2022
	Total 1556:				866.00		
4151	Desman Inc	D22081	10th & Front Structural Da	11/30/2022	1,200.00	12734	12/29/2022
	Total 4151:				1,200.00		
1832	Eide Bailly LLP	EI01421444	Preparation of 9/30/22 audi	11/30/2022	29,500.00	12750	12/30/2022
	Total 1832:				29,500.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3810	Hummel Architects PLLC	10726	ParkBOI-Stairwell Hand Ra	11/30/2022	437.50	12735	12/29/2022
Total 3810:					437.50		
4050	Hutchison Smith Architects	22426	Proposal 701/703 S. 8th St	11/30/2022	16,035.00	12751	12/30/2022
Total 4050:					16,035.00		
2165	Idaho Power	2872 DEC22	701 S 8th St 2226702872	12/05/2022	12.49	12761	12/21/2022
		2906DEC22	703 S 8th St 2226702906	12/05/2022	20.50	12760	12/21/2022
		6607 DEC22	9th St outlets #220040660	12/01/2022	5.01	12762	12/21/2022
		X7995 DEC2	9th & State # 2201627995	12/03/2022	3.51	12758	12/20/2022
Total 2165:					41.51		
3900	Idaho Records Manageme	0152791	Records Storage	12/01/2022	40.00	12736	12/29/2022
Total 3900:					40.00		
2240	Intermountain Gas Compa	6074007615	703 S 8th St #6074007615	11/17/2022	23.79	12759	12/21/2022
Total 2240:					23.79		
2288	Jensen Belts Associates	2105 CD-3	Old Boise Blocks on Grove	11/30/2022	13,871.36	12752	12/30/2022
		2114 CA-5	11th Street Bikeway & Stre	11/18/2022	9,350.00	12752	12/30/2022
		2114 CA-5	11th Street Bikeway & Stre	11/18/2022	4,072.50	12752	12/30/2022
		2244-2	521 W Grove Public Space	11/30/2022	9,398.00	12752	12/30/2022
Total 2288:					36,691.86		
2360	Kittelson & Associates Inc.	0131122	8th St Improvements, State	10/31/2022	451.25	12737	12/29/2022
Total 2360:					451.25		
3950	McAlvain Construction Inc.	12101015.1	11th Street Bikeway & Stre	11/30/2022	296,341.99	12753	12/30/2022
		12101015.1	11th Street Bikeway & Stre	11/30/2022	12,960.00	12753	12/30/2022
		12101015.2	11th Street Bikeway & Stre	11/30/2022	468,961.67	12753	12/30/2022
Total 3950:					778,263.66		
4202	Nancy Buffington LLC	1328	3 Months Coaching - Wood	11/21/2022	3,000.00	12738	12/29/2022
Total 4202:					3,000.00		
4129	Nations Roof LLC	352938-MT	ParkBOI Roof Preventive	10/31/2022	1,675.00	12739	12/29/2022
Total 4129:					1,675.00		
3767	neurilink llc	4460	Board Room and Skunkwo	12/01/2022	9,624.50	12754	12/30/2022
Total 3767:					9,624.50		
2774	Pro Care Landscape Mana	46100	Landscape Maintenance -	11/01/2022	75.00	12755	12/30/2022
		46380	Holiday Lights FY23	11/30/2022	2,591.22	12755	12/30/2022
		46380	Landscape Maintenance -	11/30/2022	168.00	12755	12/30/2022
		46381	Landscape Maintenance -	11/30/2022	576.00	12755	12/30/2022
		46382	Holiday Lights FY23	11/30/2022	1,417.87	12755	12/30/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		46383	Holiday Lights FY23	11/30/2022	1,483.95	12755	12/30/2022
		46384	Holiday Lights FY23	11/30/2022	937.55	12755	12/30/2022
		46385	Holiday Lights FY23	11/30/2022	430.00	12755	12/30/2022
		Total 2774:			7,679.59		
2798	Quadrant Consulting Inc.	12344	Old Boise - Grove Street C	11/30/2022	5,373.00	12756	12/30/2022
		12345	17th Street Improvements	11/30/2022	621.00	12740	12/29/2022
		Total 2798:			5,994.00		
3896	Rim View LLC	DEC2022	Monthly Rent - Trailhead D	12/01/2022	15,707.50	64294	12/01/2022
		Total 3896:			15,707.50		
3542	Security LLC - Plaza 121	DEC2022	Office rent	12/01/2022	14,145.00	64295	12/01/2022
		Total 3542:			14,145.00		
3974	Stability Networks Inc.	42137	IT Services - FY23	12/01/2022	3,057.00	12741	12/29/2022
		42373	AppRiver SecureTide	11/30/2022	89.00	12741	12/29/2022
		42373	Azure Active Directory Pre	11/30/2022	6.00	12741	12/29/2022
		42373	Cisco Subscription	11/30/2022	5.84	12741	12/29/2022
		42373	Exchange Online	11/30/2022	32.00	12741	12/29/2022
		42373	M365 Apps for Business	11/30/2022	404.30	12741	12/29/2022
		42373	Cloud Backup	11/30/2022	495.00	12741	12/29/2022
		Total 3974:			4,089.14		
4206	Story & Pixel Inc	404	Rebuild Linen Blocks on Gr	11/28/2022	10,175.00	12757	12/30/2022
		Total 4206:			10,175.00		
4109	Syringa Networks LLC	20339 DEC2	internet & data	12/01/2022	649.70	12742	12/29/2022
		Total 4109:			649.70		
3831	The Land Group Inc.	0149299	Fulton Street Improvement	11/30/2022	2,659.60	12743	12/29/2022
		Total 3831:			2,659.60		
4074	The Potting Shed	21377	Interior Plant Maint.	11/30/2022	65.00	64311	12/28/2022
		Total 4074:			65.00		
3170	Treasure Valley Coffee Inc	08612390	Water & Cooler Rental	12/06/2022	106.00	12744	12/29/2022
		Total 3170:			106.00		
3233	United Heritage	02014-001 D	Disability insurance - DEC	12/01/2022	1,478.44	64312	12/28/2022
		Total 3233:			1,478.44		
3835	US Bank - Credit Cards	11.25.22	Recruitment Expense	11/25/2022	1,146.17	12729	12/02/2022
		11.25.22	Voice, data & webhosting s	11/25/2022	266.94	12729	12/02/2022
		11.25.22	Office supplies	11/25/2022	2,242.54	12729	12/02/2022
		11.25.22	Computer & Software Supp	11/25/2022	724.59	12729	12/02/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		11.25.22	Printing & binding	11/25/2022	852.70	12729	12/02/2022
		11.25.22	Dues & Subscriptions	11/25/2022	280.00	12729	12/02/2022
		11.25.22	Travel & meeting (non-local)	11/25/2022	46.17	12729	12/02/2022
		11.25.22	Personnel Training (Local)	11/25/2022	530.00	12729	12/02/2022
		11.25.22	Local Meetings & Transport	11/25/2022	10.00	12729	12/02/2022
		11.25.22	Professional Services Gen	11/25/2022	279.00	12729	12/02/2022
		11.25.22	Rebuild Linen Blocks	11/25/2022	1,247.66	12729	12/02/2022
		11.25.22	11th Street	11/25/2022	457.92	12729	12/02/2022
		11.25.22	11th Street	11/25/2022	457.92	12729	12/02/2022
		11.25.22	Banking & Merchant Fees	11/25/2022	90.10	12729	12/02/2022
Total 3835:					8,631.71		
3242	Veolia (Suez Water Idaho)	0025NOV22	437 S 9th St irri #06006688	11/11/2022	307.23	Multiple	Multiple
		4259NOV22	516 S 9th St irri #06006391	11/10/2022	44.61	12731	12/05/2022
Total 3242:					351.84		
3365	Westerberg & Associates	264	Legislative Advisement Ser	11/30/2022	2,000.00	12745	12/29/2022
Total 3365:					2,000.00		
3998	Western Records Destructi	0617978	Records Destroyed	11/30/2022	48.00	12746	12/29/2022
Total 3998:					48.00		
Grand Totals:					1,189,391.51		

Report Criteria:  
Detail report type printed

MINUTES OF MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
Conference Room, Fifth Floor, 121 N. 9<sup>th</sup> Street  
Boise, ID 83702  
December 12, 2022

**I. CALL TO ORDER:**

Chair Haney Keith convened the meeting with a quorum at 12:00 p.m.

Roll Call attendance taken:

Present: Commissioner John Stevens, Commissioner Rob Perez, Commissioner Ryan Erstad, Commissioner Lauren McLean, Commissioner Haney Keith

Absent: Commissioner Alexis Townsend and Commissioner Danielle Hurd

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Kevin Holmes, Project Manager – Property Development; Alexandra Monjar, Project Manager – Property Development, Karl Woods, Senior Project Manager – Capital Improvements, Kathy Wanner, Contracts Manager, Aaron Nelson, Parking & Facilities Manager, Jordyn Neerdaels, Communication Manager, Joey Chen, Finance & Administration Director; Mary Watson, General Counsel, Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

**II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:**

There were no changes or additions made to the agenda.

**III. ACTION ITEM: CONSENT AGENDA**

**A. Expenses**

1. Approval of Paid Invoice Report – October 2022
2. Approval of Paid Invoice Report – November 2022

**B. Minutes and Reports**

1. Approval of October 10, 2022 Meeting Minutes

**C. Other**

1. Approve Resolution 1798 - 11<sup>th</sup> Street Bikeway and Streetscape Improvement Project - Amendment No. 1 to Task Order 19-006 with Jensen Belts Associates for Construction Administration Services
2. Approve Resolution 1800 - 701/703 S. 8<sup>th</sup> Street - Quitclaim to the City of Boise
3. Approve Resolution 1801 - 429 S. 10<sup>th</sup> Street - Quitclaim to the City of Boise
4. Approve Resolution 1795 - Interagency Cost Share Agreement with Ada County Highway District for Design Services on 5<sup>th</sup> & 6<sup>th</sup> Street Two-Way Conversion Project
5. Approve Resolution 1793 - 202 S. 6<sup>th</sup> Street - Home2Suites - Fifth Amendment to Type 3 Participation Agreement

6. Approve Resolution 1797 - 317 W. Main Street - Idaho Department of Labor - Type 4 Participation Agreement

Commissioner McLean made a motion to approve the Consent Agenda.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

#### **IV. ACTION ITEM**

##### **A. CONSIDER: Approve Resolution 1799 - Block 68 Catalytic Redevelopment Project, Block 68S Disposition and Development Agreement**

Alexandra Monjar, Project Manager – Property Development, gave a report.

Commissioner Perez moved to adopt Resolution 1799 authorizing the Executive Director to execute the Disposition and Development Agreement and all associated documents as required to implement the Agreement for the Block 68 South Mixed-Use Housing & Mobility Hub Project with Block 68 South Development LLC.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

##### **B. CONSIDER: Approve Resolution 1794 - Public Works Construction Contract for 10<sup>th</sup> & Front Garage Structural Concrete Repairs Phase 2 project**

Aaron Nelson, Parking & Facilities Manager, and Kathy Wanner, Contracts Manager, gave a report.

Commissioner McLean moved to adopt Resolution 1794 recognizing Consurco, Inc. as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs - Phase 2 Project to Consurco, Inc. for a total amount of \$790,997; and authorizing the Executive Director to execute the contract and expend funds.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

**C. CONSIDER: Approve Resolution 1796 - 521 W. Grove Street Public Space, CM/GC Ranking**

Karl Woods, Senior Project Manager – Capital Improvements, Kathy Wanner, Contracts Manager, gave a report.

Commissioner McLean moved to adopt Resolution 1796 approving the ranking for the RFQ: CM/GC for the 521 West Grove Street Public Space Project, and to authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement for the 521 West Grove Street Public Space Project.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

**D. CONSIDER: Old Boise Blocks Canal and Agricultural Past Public Art - Type 4 Participation Designation**

Karl Woods, Senior Project Manager – Capital Improvements, Stephanie Johnson, Public Art Program Manager, City of Boise, gave a report.

Commissioner Erstad moved to direct staff to continue negotiating a final Type 4 Capital Improvement Contribution Agreement with City of Boise for Old Boise Blocks Canal and Agricultural Past Public Art – Partnership with Boise Arts & History.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye



Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

**E. CONSIDER: 2500 E. Freight St. - Boise Gateway 3 - Type 2 Participation Designation**

Alexandra Monjar, Project Manager – Property Development, gave a report.

Commissioner Perez moved to direct staff to negotiate a final Type 2 Participation Agreement with Boise Gateway 3, L.C. for future board approval.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

**F. CONSIDER: 2742 W. Fairview Ave - West End Water Renewal Infrastructure with City of Boise Public Works - Type 4 Participation Designation**

Kevin Holmes, Project Manager – Property Development, gave a report.

Commissioner Perez moved to direct staff to negotiate a final Type 4 Capital Improvement Contribution Agreement with City of Boise for future Board approval.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Haney Keith - Aye

The motion carried 5 - 0.

**G. CONSIDER: 1522 W. State St - State and 16th - Type 2 Participation Designation**

Kevin Holmes, Project Manager – Property Development, gave a report.

Commissioner Erstad moved to direct staff to negotiate a final Type 2 Participation Agreement with 1522 W State St, LLC for future board approval.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Stevens - Aye

Commissioner Perez - Aye

Commissioner Erstad - Aye

Commissioner McLean - Aye

Commissioner Haney Keith - Aye

The motion carried 5 - 0.

#### **V. MEETING ADJOURNMENT**

There being no further business to come before the Board, a motion was made by Commissioner Erstad to adjourn the meeting. Commissioner Perez seconded the motion.

The meeting adjourned at 12:51 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9th DAY OF JANUARY 2023.

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Latonia Haney Keith, Chair

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Lauren McLean, Secretary



## AGENDA BILL

<b>Agenda Subject:</b> Approve Resolution 1805 - 1015 Main Street – Smith Block Building – Type 1 Participation Agreement with Smith Block, LLC		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Kassi Brown	<b>Attachments:</b> 1. Resolution 1805 2. Type 1 Agreement	
<b>Action Requested:</b> Adopt Resolution 1805 approving the Type 1 Participation Agreement with Smith Block, LLC and authorizing the Executive Director to execute the Agreement.		

### Background:

Originally built in 1905, the Smith Block Building, located at 1015 Main Street, is believed to be one of the last historic buildings in downtown Boise to be restored. The first-floor retail space will be renovated with the exterior of the building into a new bar. The second-story space, which has been sealed off and inaccessible for a few decades, will be structurally reinforced with parallel beams and the addition of a new stairway to accommodate future use of the space into offices, following the completion of the first floor and exterior renovations. The anticipated development costs are approximately \$1.4 million and the project is anticipated to be complete in early 2024.

Smith Block, LLC owner Jade Stacey purchased the building in 2020 with a goal to restore the front of the building to its original look and feel with a new entry door, transom windowpanes and historically accurate awnings. This project is the second from Smith Block, LLC owner Jade Stacey, who completed the successful renovation of The Royal cocktail bar in Hyde Park in 2019.

The new bar will resurrect an old name, “The Cub Tavern”, which was originally located on Capitol Boulevard, in the building Bar Gernika currently occupies. The Cub Tavern was at this location from 1948 until the mid 1980’s. The original neon sign will be taken out of storage, restored and adhered to the front of the Smith Block Building.

Per the Participation Program, the project must secure a perpetual building façade easement by Boise City Historic Preservation Commission in order to receive reimbursements for façade restoration costs. The Historic Preservation Commission recommended acceptance of a perpetual building façade easement on May 23, 2022 and was approved by City Council on October 4, 2022.

The CCDC Board of Commissioners designated this project for One-time Assistance through the Agency’s Type 1 program at its October 2022 meeting. Reimbursement for restoration costs associated with the façade renovation work will include:

- Replacing windows, doors and hardware
- Brick and sandstone repair & replacement
- Historically accurate awnings
- Construction of retail space system for windows and exterior columns
- Electrical work to include power for awnings, lighting and signage
- Demolition of non-historical façade elements and finish woodwork
- Prep and paint of all exterior wood elements

The restoration costs related to the historic façade renovation work are estimated to be \$214,725. The final agreement is providing up to \$200,000 of assistance for eligible expenses per the Type 1 Participation Program policy.

The Smith Block Building meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District Plan including redevelopment efforts, preserving historical elements and the creation of jobs.

**Project Summary:**

- Located mid-block at 1015 Main Street, between S. 10<sup>th</sup> and 11<sup>th</sup> Streets
- 7,000 sq. ft. bar/tavern
- Exterior renovations to restore historical façade
- Estimated 20 permanent jobs
- \$1,400,000 estimated total development costs
- \$200,000 estimated eligible expenses

**Timeline:**

- May 23, 2022 - Historical Preservation Commission Approval
- June 01, 2022 – Design Review Approval
- October 04, 2022 – Deed of Façade Easement Approval by City Council
- October 10, 2022 – Type 1 Designation
- January 01, 2023 – Construction Start
- January 09, 2023 – Type 1 Agreement Approval
- January 01, 2024 – Estimated Completion
- FY 2024 – CCDC Reimburses Eligible Expenses

**Fiscal Notes:**

The Agreement sets the not-to-exceed amount for reimbursement at \$200,000 per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient resources for this Agreement.

**Staff Recommendation:**

Authorize the Executive Director to execute the Type 1 Participation Agreement with Smith Block, LLC.

**Suggested Motion:**

I move to adopt Resolution 1805 approving the Type 1 Participation Agreement with Smith Block, LLC and authorizing the Executive Director to execute the Agreement.

## RESOLUTION NO. 1805

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 A TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND SMITH BLOCK LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 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, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

WHEREAS, Smith Block, LLC, owns or controls certain real property addressed as 1015 W. Main Street, Boise, Idaho, and is renovating the property (the "Project"), including undertaking an extensive façade renovation that is sensitive to the historic nature of the property, all of which is located in the Westside Urban Renewal District; and,

WHEREAS, with the dedication of a permanent public façade easement to the City of Boise, which Deed of Façade Easement was recorded on October 11, 2022 as Instrument Number 2022-085609 in the Office of the Ada County Recorder, the façade renovation can be considered a public improvement (herein, the "Public Improvements"); and,

WHEREAS, the Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that meet the Agency's requirements; and,

WHEREAS, Smith Block, LLC, is requesting reimbursement for the Public Improvements which meet the requirements of the Type 1 Streetscape Grant Participation Program; and

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto ("Agreement") with Smith Block, LLC, whereby Smith Block, LLC, will construct the Public Improvements and the Agency will reimburse certain expenses for Smith Block, LLC, to construct the Public Improvements as specified in the Agreement; and

WHEREAS, the Agency Board finds it in the best public interest and deems it appropriate to approve the Type 1 Streetscape Grant Participation Agreement with Smith Block, LLC, and to authorize the Agency 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 Type 1 Streetscape Grant Participation Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 1 Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and 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 January 9, 2023, Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 January 9, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



## TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Smith Block, LLC, an Idaho Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

### RECITALS

A. Participant owns or controls certain real property addressed as 1015 West Main Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

B. The Participant is renovating the exterior of the building and first-floor retail space into a new bar called The Cub Tavern at the Project Site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the Westside Urban Renewal District (“WS”).

C. Under the provisions of the WS Plan (“Plan”), CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement.

D. The Participant is requesting reimbursement for extensive façade renovation work sensitive to the historic nature of the building. The Participant dedicated a permanent, public façade easement to the City of Boise which easement was recorded on October 11, 2022 as Instrument Number 2022-085609 in the Office of the Ada County Recorder.

E. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective to preserve historical buildings and create employment opportunities. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

F. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program Policy.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Effective Date and Term.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed 180 days.

**2. Construction of the Project.** Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

**3. Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit D** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

**4. Notification of Completion; Inspection.** Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

**5. Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for



the Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit D**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

**6. CCDC's Reimbursement Payment Amount.** In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed \$200,000. Actual Eligible Expenses do not include soft costs (e.g., architectural and

engineering design, permits, traffic control, and mobilization). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

**7. Conditions Precedent to CCDC's Payment Obligation.** CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2, 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

**8. Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

**9. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

**10. Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

**11. No Joint Venture or Partnership.** CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived

**12. Successors and Assignment.** This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

**13. Notices and Receipt.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:       Smith Block, LLC  
                                  Attn: Jade Stacey  
                                  1833 Spring Meadow Lane  
                                  Boise, Idaho 83706  
                                  208-917-7798  
                                  [ics@splawidaho.com](mailto:ics@splawidaho.com)

If to CCDC:               John Brunelle, Executive Director  
                                  Capital City Development Corporation  
                                  121 N. 9<sup>th</sup> Street, Suite 501  
                                  Boise, Idaho 83702  
                                  208-384-4264  
                                  [jbrunelle@ccdcoise.com](mailto:jbrunelle@ccdcoise.com)

**14. Applicable Law; Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this

Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the Court.

**15. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Project Depiction
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses
Exhibit E	Recorded Deed of Façade Easement

**16. Indemnification.** Participant shall indemnify, defend, and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

**17. Antidiscrimination During Construction.** Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

**18. Maintenance.** Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

**19. Promotion of Project.** Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Project.

**20. Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

End of Agreement  
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

**CCDC:**

The Urban Renewal Agency of Boise City, Idaho, a public body, corporate and politic

\_\_\_\_\_  
John Brunelle, Executive Director

Date \_\_\_\_\_

**PARTICIPANT:**

Smith Block, LLC  
An Idaho Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

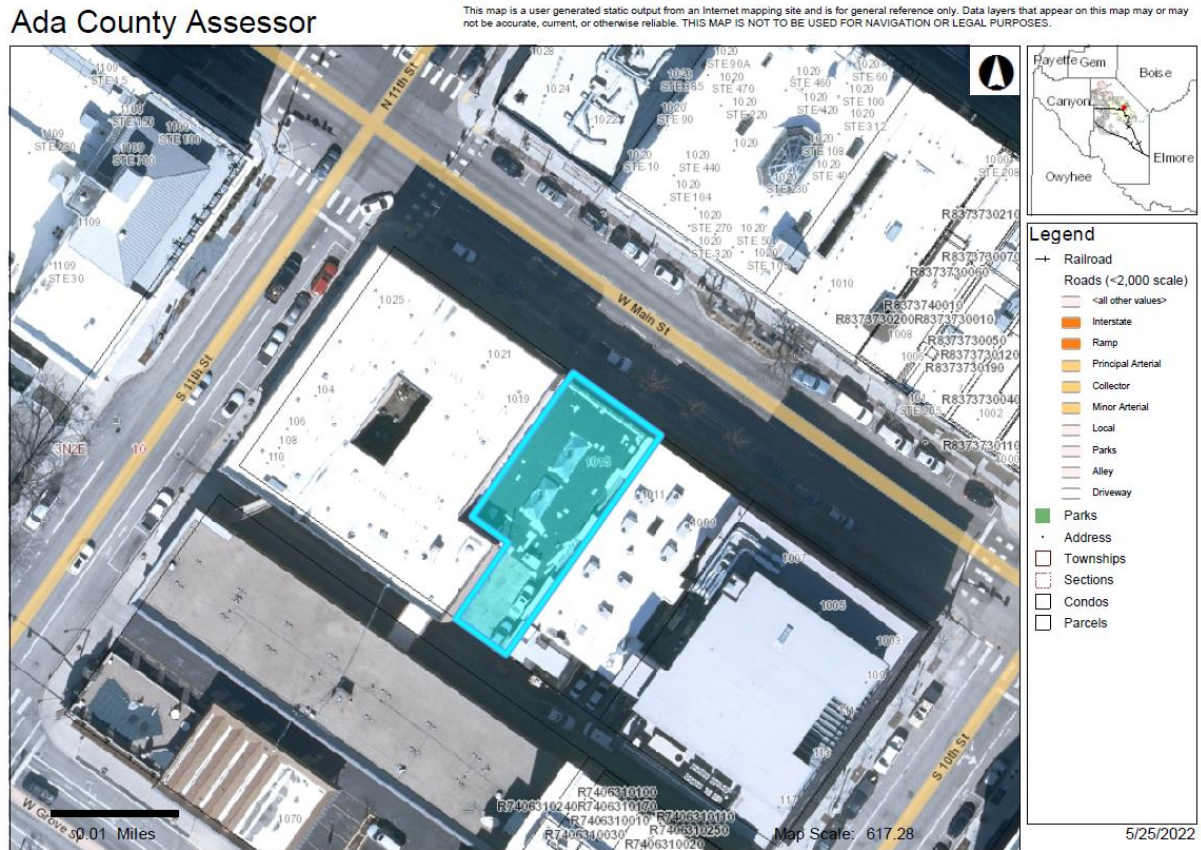
Date: \_\_\_\_\_

**Exhibits**

- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses
- E: Recorded Deed of Façade Easement

## Exhibit A: Project Site Map

### Ada County Assessor





## Exhibit B: Project Depiction



## Exhibit C: Public Improvement Plans

[illegible]



Exhibit D: Schedule of Eligible Expenses

<b>CCDC Participation Program</b> <b>Type 1 Eligible Expenses Application Form</b> Actual Eligible Costs To Be Determined by CCDC			
<i>Project Name:</i> The Smith Block Building - 1015 W. Main Street		<i>Plan Date:</i> 6.9.2022	<i>By:</i> Jade Stacey
<b>ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY</b>			
#	ITEM DESCRIPTION	QUANTITY	TOTAL COST
<b>Historic Register Building Façade Restoration Costs:</b>			
59	Front (Main Street) Façade	-	186,200
60	Front (Main Street) Awnings	2	18,300
<b>Total Façade Restoration Costs:</b>			204,500
<b>SUBTOTAL ELIGIBLE COSTS:</b>			204,500
5% General Conditions (limit per program policy)			10,225
<b>TOTAL ELIGIBLE COSTS:</b>			214,725
<b>TYPE ONE NOT-TO-EXCEED AMOUNT</b>			200,000
<b>Important Note:</b> Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.			

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=6 CHE FOWLER  
STACEY & PARKS, PLLC

**2022-085609**  
**10/11/2022 02:39 PM**  
\$25.00

*Recording requested by and  
when recorded return to:*

Planning and Development Services Department  
City of Boise City  
PO Box 500  
Boise, Idaho 83701-0500

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(Space Above for Recorder's Use)

### **DEED OF FAÇADE EASEMENT**

This conveyance is made as of the 11th day of October 2022, by and between the Smith Block, LLC, hereinafter called the Grantor, and the CITY OF BOISE CITY, hereinafter called the Grantee.

#### **WITNESSETH:**

WHEREAS, the Grantor is the owner in fee simple of certain premises, as hereinafter described, known as the Smith Block Building situated in Boise, Ada County, Idaho (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Premises"); and

WHEREAS, the Premises is architecturally and historically significant and contributes to the architectural and historic integrity of Boise, Idaho; and

WHEREAS, the grant of a façade easement, hereinafter referred to as the "Façade Easement," by Grantor to Grantee on the Premises will assist in preserving and maintaining the Premises, and its architectural ensemble and historic significance; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, the Façade Easement as hereinafter expressed for the purpose of ensuring that the value of the Premises for such purposes will not be destroyed, altered, or impaired.

NOW, THEREFORE, in consideration of the sum of One Dollar or other valuable consideration paid to the Grantor, the receipt thereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell, and convey, with covenants of warranty unto Grantee, a Façade Easement as hereinafter described with respect to the following described parcel of land, with the buildings and improvements thereon, located in the City of Boise, Ada County, Idaho, at 1015 W. Main Street, and described more particularly on Exhibit A attached and incorporated hereto.

The Façade Easement granted herein shall be of the nature and character hereinafter described and shall be a covenant running with the land, in perpetuity, binding upon the Grantor, its successors and assigns forever. Grantor shall record this Deed of Façade Easement with the Ada County Recorder in Boise, Idaho.

1. Description. The "Property" for which this Façade Easement is granted is described as follows: All exterior surfaces of the Main Street side of the Premises (including, without limitation, the exterior walls, windows, doors, and awnings). Specifically excluded are any signs associated with Grantor's tenants use of the Premises.
2. Maintenance. The Grantor agrees to assume the cost of continued maintenance and repair of the Property so as to preserve the architectural, historical, or archaeological integrity and significance of the Property in perpetuity. All maintenance and repairs to the Property shall be done in a first-class workmanlike manner, using materials of high quality, and shall be commenced and prosecuted with a high degree of diligence and in a manner that preserves the Property as described herein.
3. Signs and Use. No signs shall be erected (other than signs associated with Grantor's tenants use of the Premises) and no activity shall be conducted on the Property which would destroy or diminish its historic value, and all things shall be done which are reasonably necessary to ensure that the Property continues to contribute to its historic significance.
4. Alterations. No alterations to the exterior surfaces of the Property as presently existing, all interior changes which may alter or place structural stress on the Façade, the addition of any new building element onto the roof of the building, the excavation under the existing building which would alter or place structural stress on the Property, and/or the demolition of the Premises itself, shall be undertaken, commenced or performed without the prior written approval of the Grantee. Further, any proposed exterior remodel or change to the exterior of the Property, repairs or repainting of the exterior of the building (unless the repair or repainting shall duplicate the existing character, features, color and material of the said Building) shall be undertaken, commenced or performed only after prior written approval of the Grantee.
5. Utilities. Utility entrances needed from time to time shall be installed in a manner, which will not impair the aesthetics of the Property.
6. Inspection. Grantor hereby agrees that representatives of Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the Property. Inspections will normally take place from the street; however, Grantor agrees that representatives of Grantee, its successors or assigns, shall be permitted to enter and inspect the interior of the improvements on the Premises to ensure maintenance of structural soundness of the Property. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.
7. Grantor's Use. Grantor reserves the free right and privilege to the use of and all rights with respect to the Property and the Premises for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents for the inspection rights described above, the right to enter upon the Property or the Premises for the purposes set forth herein, including without limitation, the grounds and landscaping, which shall remain subject to the exclusive control of the Grantor, subject only to the aesthetic constraints of this Façade Easement.

8. Casualty Loss. If the building located on the Premises is, by reason of fire, flood, earthquake, or other disaster of any kind whatsoever:
  - a. Partially Destroyed. If such partial destruction is to such an extent or of such nature that the appearance of the Property is materially altered, then Grantor shall, within a reasonable period of time, restore the Property either to a condition so that the appearance is restored to that existing at the time immediately prior to such destruction, or to any other such condition as the parties may agree to in a written instrument, provided, however, that if the partial destruction of the Property is so extensive as to make repair or reconstruction impractical, taking into account the proceeds of any insurance available for reconstruction, then the Grantor may proceed under Paragraph B hereof.
  - b. Totally Destroyed. Then this Façade Easement shall be extinguished, and Grantor may thereafter erect on the Premises a building which meets all applicable zoning and land use restrictions pertaining to the Premises.
9. Insurance. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage in an amount at least equal to its fair market value. Such insurance shall include Grantee's interest, name Grantee as an additional insured, shall provide for at least thirty (30) days' notice to additional insureds before cancellation, and shall state that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new policy or certificate at least ten (10) days prior to the expiration of such policy.
10. Release. Grantor will be responsible for and will and does hereby release and relieve Grantee and defend and hold harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury, and of damages to Property occurring in or around the Premises subject to this Deed of Façade Easement occasioned in whole or in part by the negligence of Grantor, its agents, or employees.
11. Enforcement. If Grantor fails to observe or if Grantor violates any covenant, agreement, or provision contained herein, then Grantee shall, in addition to all other remedies available at law or in equity, have the right to enforce this Deed of Façade Easement, including each of its provisions, by specific performance. If Grantor shall fail to maintain the Property, or any part thereof, in the same good condition and repair existing at the time of this grant, and if such failure shall not be completely cured and remedied within a reasonable period of time following written notice sent by Grantee to Grantor, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, and the Grantor shall, promptly upon request, reimburse Grantee for all sums so expended by Grantee.
12. Successors. The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. Grantee agrees that it will hold this Façade Easement exclusively for conservation purposes; that is, it will not transfer this Façade Easement for money, other property, or services. Grantee may, however, assign or transfer its interests hereunder to the State of Idaho, any agency thereof, the United States of America, or any charitable organization qualified to accept this donation; provided that simultaneous with such assignment or transfer, Grantee shall assign or transfer to such entity all rights then belonging to Grantee under all Deeds of Façade Easement theretofore obtained with

respect to any real property in the State of Idaho. Except as provided in the preceding sentence, Grantee may not assign or transfer its interests hereunder without the prior written consent of Grantor, which shall not be unreasonably withheld. Nothing herein shall be construed to limit Grantor's right to assign, sell, transfer, convey, mortgage, pledge, or otherwise hypothecate its interest in the Premises, or any part thereof, without Grantee's consent so long as any such transfer or pledge shall be subject to the Grantee's interest herein; provided further that upon an assignment, sale, or transfer (other than for security) of the Premises, the obligations and duties of Grantor hereunder shall automatically transfer to Grantor's successor in interest and Grantor shall be released from any liability hereunder.

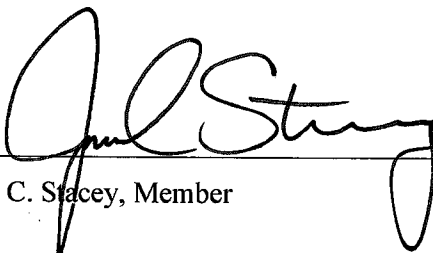
13. Notice. Any notice required herein shall be in writing sent by certified mail, return receipt requested. Grantor's address is 1833 Spring Meadow Lane, Boise, ID 83706 and Grantee's address is 150 North Capitol Boulevard, Boise, Idaho 83702. All notices shall be directed to those addresses unless one party has notified the other in writing of a change of address.
14. Acceptance. Grantee hereby accepts the rights and interests granted to it in this Deed of Façade Easement.
15. Qualified Conservation Easement. It is the intent of the parties hereto that the grant of the Façade Easement herein shall qualify as a grant to Grantee of an undivided portion of Grantor's interest in the Premises, such interest being a Façade Easement constituting restrictions in perpetuity on Grantor's use of the Premises as herein described, so as to qualify under the provision of Section 170, et seq., of the Internal Revenue Code of 1954 as amended and this Deed of Façade Easement shall be construed in accordance with the requirements thereof; provided, further, that without limiting the present intent of the effect hereof the parties or their successors may amend or modify the terms hereof by an amendment or supplement hereto in writing, signed by the parties and recorded in the real property records of Ada County, in order to carry out the intent hereof and any such amendment or supplement shall be effective as of the effective date hereof notwithstanding such subsequent recording.

TO HAVE AND TO HOLD, the afore granted and bargained Easement, with all the privileges and appurtenances thereof to the said City of Boise City, its successors and assigns, to its and their use and behoove, in perpetuity, from and after the date hereof.

IN WITNESS WHEREOF, Grantor of this Deed has caused the same to be executed.

Dated this 11th day of October 2022.

**Smith Block, LLC**

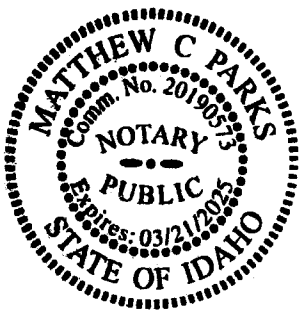


Jade C. Stacey, Member

STATE OF IDAHO            )  
  ) ss.  
County of Ada                )

On this 11<sup>th</sup> day of October 2022, before me Matt Parks, personally appeared Jade C. Stacey, known or identified to me to be a Member of the Smith Block, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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



Matthew Parks

NOTARY PUBLIC FOR IDAHO

Residing at: Borco ID

My Commission Expires: 3/21/2025

## EXHIBIT A

Parcel B of Record of Survey No. 12411, recorded June 23, 2020, as Instrument Number, 2020-077126, being a portion of Lot 9, Block 11 of Boise City Original Townsite, as same is shown on the Plat thereof recorded in Book 1 of Plats at Page 1 of Ada County Records, being located in the Northwest Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of South 11th Street and West Main Street, as same is shown on the Plat of said Boise City Original Townsite, (from which point the centerline intersection of South 10th Street and West Main Street bears South 54°47'36" East, 380.05 feet distant);

Thence from said South 11th and West Main intersection, South 54°47'36" East, a distance of 40.00 feet on the centerline of said West Main Street;

Thence South 35°12'24" West, a distance of 40.00 feet to the northwesterly corner of Block 11 of said Boise City Original Townsite;

Thence South 54°47'36" East, a distance of 100.01 feet on the northerly line of Block 11 of said Boise City Original Townsite to the northerly Lot Corner common Lots 8 and 9 of said Block 11, said point being the POINT OF BEGINNING;

Thence South 54°47'36" East, a distance of 48.42 feet (formerly described as 48 feet-5 inches) on the northerly line of Block 11 of said Boise City Original Townsite to the northeasterly corner of that parcel of land described Warranty Deed Instrument Number 105050591 of Ada County records;

Thence South 35°12'23" West, a distance of 122.04 feet on the easterly property Line of said Warranty Deed Parcel to the southeasterly corner of said Parcel, said point being on the southerly lot line of Lot 9 of said Block 11;

Thence North 54°47'10" West, a distance of 27.67 feet on the southerly lot line of said Lot 9; Thence North 34°51'24" East, a distance of 42.07 feet on the outside face of an existing exterior stucco wall of a building to a point on the southerly exterior face of the existing brick wall of the "Smith Block" building;

Thence North 54°47'37" West, a distance of 20.49 feet on the southerly exterior face of the existing brick wall of the "Smith Block" building to a point on the Lot Line common to said Lots 8 and 9 of said Block 11;

Thence North 35°12'23" East, a distance of 79.97 feet on the westerly Lot Line of said common to said Lots 8 and 9 to the POINT OF BEGINNING.



## AGENDA BILL

<b>Agenda Subject:</b> Resolution #1808 – Approving 818 W Ann Morrison Park Dr – Capitol Student Housing – Type 2 Participation Agreement with KC Gardner Company		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Kevin Holmes, Project Manager	<b>Attachments:</b> 1) Resolution #1808 2) Type 2 Agreement	
<b>Action Requested:</b> Adopt Resolution #1808 approving the Type 2 General Assistance Participation Agreement with the KC Gardner Company and authorizing the Executive Director to execute the agreement.		

### Background:

The Capitol Student Housing project is a planned mixed-use development comprised of a five-story building with 91 residential units, structured parking, and ground floor commercial space. The project encompasses 1.28 acres within the Shoreline Urban Renewal District. This project is being developed by Gardner Company, a commercial developer with an extensive portfolio of office, multi-family, industrial, and mixed-use projects. Past successful partnerships with the Agency include the City Center Plaza and 8<sup>th</sup> & Main, both in the Central District.

The project will have 91 total market rate residential units, ranging between two to four-bedrooms each, with 278 total bedrooms. With the proximity of Boise State University, these will be marketed towards students and leased out on a per-bedroom basis. Structured parking on the first floor of the building contains 78 parking spaces and an additional 11 surface spaces will be provided along Sherwood St to the east of the building itself.

The public improvements eligible for CCDC funding include streetscapes and major utility upgrades for power, water, sewer, and fiber. As the site takes up nearly the entire block, over 800 linear feet of streetscape improvements will be installed along Ann Morrison Park Dr, Lusk St, and Sherwood St. Included with these improvements are sidewalks, street trees, suspended paving systems, bioretention planters, streetlights, bike racks, and additional landscaping. The combined streetscape costs are estimated at \$347,079.

Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Altogether, these new or expanded facilities associated with this project are estimated to cost \$203,978.



The project received Design Review approval in April of this year and in October the CCDC Board approved the designation of the project as a Type 2 Participation Program. The developer plans to begin construction this winter with an estimated completion of June 2024. A final review of the project scorecard shows that it will score 141 points putting it in the Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years. This project meets the requirements of the Type 2 Program and promotes CCDC and City objectives to redevelop disused sites and bring more housing options to downtown Boise.

**Project Summary:**

- 818 W Ann Morrison Park Dr
- 91 residential units / 278 bedrooms
- Ground floor retail space
- 15 permanent jobs
- \$44 million Total Development Costs
- \$551,057 Estimated Eligible Expenses

**Timeline:**

- April 2022 – Design Review Approval
- Sept 2022 – Applied for Participation
- Oct 2022 – Type 2 Designation
- TODAY – Type 2 Agreement Approval
- Winter 2022 – Construction begins
- June 2024 - Construction complete

**Fiscal Notes:**

The project has estimated Eligible Expenses of \$551,057. Based on CCDC's Tax Increment generation equation, CCDC estimates that the project will generate \$202,011 annually beginning in FY 2026. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$161,609, until the not-to-exceed amount in the contract has been met or the four-year reimbursement term has finished.

**Estimated Reimbursement Payments:**

1) September 2026	\$ 161,609
2) September 2027	\$ 161,609
3) September 2028	\$ 161,609
4) September 2029	\$ 66,230
<b>TOTAL</b>	<b>\$ 551,057</b>

Upon approval of a contract, the Agency will include the project in the upcoming Five-Year CIP amendment for FY23-27 for the Shoreline Urban Renewal District.

**Staff Recommendation:**

Adopt Resolution # 1808.

**Suggested Motion:**

I move to direct staff to negotiate a final Type 2 Participation Agreement with KC Gardner Company for future board approval.

## RESOLUTION NO. 1808

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 A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND KC GARDNER COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

WHEREAS, KC Gardner Company, L.C. is a Utah Limited Liability Company that owns or controls certain real property addressed as 818 West Ann Morrison Park Drive, Boise, Idaho, that it plans to develop as a mixed-use development comprised of a five-story building with 91 residential units, structured parking, and ground floor commercial space (the "Project"), all of which is located in the Shoreline Economic Development District as created by the Shoreline District Plan; and,

WHEREAS, KC Gardner Company, L.C. intends to construct major public improvements including undergrounding power, new underground fiber, expansion of the sewer and water mainlines, and more than 800 linear feet of streetscape improvements along Ann Morrison Park Drive, Lusk Street, and Sherwood Street; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 General Assistance Participation Agreement (the "Agreement") with KC Gardner Company, L.C. whereby KC Gardner Company, L.C. will construct the Project and the Agency

will reimburse KC Gardner Company, L.C. for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement with KC Gardner Company, L.C.; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Agency 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 Type 2 General Assistance Participation Agreement with KC Gardner Company, L.C., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized sign and enter into the Type 2 Agreement with KC Gardner Company, L.C. 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 January 11, 2023, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 January 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

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



## TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho ("CCDC"), and KC Gardner Company, L.C., a Utah Limited Liability Company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. The CCDC Board of Commissioners has adopted the CCDC Downtown Districts Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").

B. Participant owns or controls certain real property addressed as 818 West Ann Morrison Park Drive, Boise, Idaho (the "Project Site"), which is more accurately depicted on attached Exhibit A.

C. Participant plans to construct on the Project Site a mixed-use development comprised of a five-story building with 91 residential units, structured parking, and ground floor commercial space. The Project is depicted on attached Exhibit B. The Project is located in the Shoreline Urban Renewal District ("Shoreline") as defined by Urban Renewal Plan for the Shoreline Economic Development District Project Area (the "Plan"). The Project will contribute to enhancing and revitalizing the Shoreline District.

D. As part of the Project, Participant intends to construct streetscapes and major utility upgrades and expansion work. This includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Over 800 linear feet of streetscape improvements will be installed along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. Included with these improvements are sidewalks, street trees, suspended paving systems, bioretention planters, streetlights, bike racks, and additional landscaping. Under the provisions of the Shoreline Plan, CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan.

E. The Project meets the requirements of the Type 2 Participation Program and also promotes a CCDC objective to improve public infrastructure to attract new investment and encourage the best use of property. The Eligible Expenses are depicted on the Public Improvement Plans on attached Exhibit C. The cost estimates for the Eligible Expenses are attached on Exhibit D.

F. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program Policy.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **I. EFFECTIVE DATE AND TERM**

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by December 31, 2024. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one-hundred-eighty (180) day extension to the December 31, 2024, construction completion deadline may be granted upon written approval by CCDC.

"Completion" shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

### **II. SUBJECT OF AGREEMENT**

#### **A. Recitals, Purpose of This Agreement**

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC's commitment herein is designed to comply with CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

#### **B. Parties to This Agreement**

##### **1. CCDC**

CCDC is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act"). The office of CCDC is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. "CCDC" as used herein, includes the Capital City Development Corporation and its successors and assigns.

##### **2. Participant**

Participant is KC Gardner Company, L.C., a Limited Liability Company formed in Utah and registered with the Idaho Secretary of State as a Foreign Limited Liability

Company. The principal address of Participant is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111-2298.

The Registered Agent for Participant is David Wali, 800 West Main Street, Suite 1220, Boise, Idaho., 83702

"Participant," as used herein, includes KC Gardner Corporation, L.C. and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B.

The current total assessed value of the Site, as determined by the Ada County Assessor, is ONE MILLION EIGHT HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$1,822,400) for tax year 2022.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be FORTY-FOUR MILLION DOLLARS (\$44,000,000) (the "Estimated Value").

The Project and any construction of additional structures upon any portion of the Site shall comply with all the provisions of the Plan and all applicable building and zoning ordinances.

D. Participation Program

Based on the Downtown Districts Participation Program Scorecard, the Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to four (4) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

If Participant materially changes the Project contemplated in the application submitted to CCDC on September 29, 2022 (the "Application"), CCDC reserves the right to re-evaluate the Project. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. **IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION**

A. Cost of Construction

The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

B. CCDC, City, and Other Governmental Entity Permits

Participant shall, at Participant's own expense, secure all permits and approvals for the Project (including the Public Improvements) which may be required by CCDC, City, or any

other governmental entity ("Approving Entities") relative to Project construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

Participant shall keep CCDC advised of the approval process for all permits and approvals and advise CCDC immediately if any action or inaction by the Approving Entities will affect the scope and purpose of this Agreement.

Any failure by Participant to secure required permits and approvals, including but not limited to compliance with all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

C. Public Improvements

"Public Improvements" shall mean those improvements eligible and agreed to for funding by CCDC. The Public Improvements are set forth in Exhibit C.

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best interest of the public; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

D. Construction of Public Improvements

Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry in Boise, Idaho. All construction shall be warranted for two (2) years from the date of substantial completion, and Participant acknowledges that it will be liable for any breach of this warranty. This warranty shall survive the termination or expiration of this Agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be FIVE HUNDRED FIFTY ONE THOUSAND AND FIFTY SEVEN DOLLARS (\$551,057) (the "Estimated Eligible Expenses"). Attached hereto as Exhibit D is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

Upon Completion of the construction of the Public Improvements on the Site and City's acceptance of such improvements (as applicable), Participant will dedicate all constructed public infrastructure and utility infrastructure to City.

Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in Exhibit C and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.



9. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have thirty (30) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

If CCDC disputes any portion of the Cost Documentation, CCDC shall reimburse Participant for the undisputed amount in the manner set forth below and the Parties shall amicably and in good faith work together to resolve any dispute over the Cost Documentation. Disputes shall be resolved pursuant to the procedures set forth in Section V.

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"); CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

Upon determining the CCDC Reimbursement, CCDC shall finalize and execute the "Confirmation of Final Reimbursement Amount and Payment Schedule." A draft of Payment Schedule is attached hereto as **Exhibit E**.

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.<sup>1</sup> This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

The reimbursement shall be issued no later than September 30 of the year in which CCDC receives tax increment for the first year on the Primary Roll.

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<sup>1</sup> CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	June 2024	January 2025	Primary Roll	Dec. 2025 & June 2026	September 2026
#2	NA	January 2026	Primary Roll	Dec. 2026 & June 2027	September 2027
#3	NA	January 2027	Primary Roll	Dec. 2027 & June 2028	September 2028
#4	NA	January 2028	Primary Roll	Dec. 2028 & June 2029	September 2029

The annual reimbursement payment will be determined by the actual tax increment the Project generates. For illustration purposes *only*, the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Assessed Value*	\$ 32,200,000
2022 Assessed Value	(\$ 1,822,400)
Subtotal	\$ 30,377,600
X Levy Rate (0.00665)	\$ 202,011
X 80% (Level A Reimbursement Rate)	\$ 161,609
Estimated Reimbursement Payments	

1) September 2026	\$ 161,609
2) September 2027	\$ 161,609
3) September 2028	\$ 161,609
4) September 2029	\$ 66,230
<b>Total</b>	<b>\$ 551,057</b>

*\* The Estimated Assessed Value is 80% of the "Estimate Full Value" in Section II. C. to account for potential differences in the assessment.*

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by up to 4 (four) annual payments, CCDC will not be obligated to make any additional payments.**

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of

any funds or properties other than the 80% of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time.

H. CCDC Reimbursement Assignable

CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee or designee. Participant shall have the right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. CCDC and Participant agree that CCDC's obligations run only to Participant or its assignee or designee.

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

K. Insurance

Participant shall, or shall through its contractor, agents, representatives, employees, or subcontractors, at no cost to CCDC, obtain and maintain in force for the duration of the

construction of the Public Improvements and the Project insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.
2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
4. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

L. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with

CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area.

#### IV. USE OF THE SITE, COMPLIANCE WITH LAW, PAYMENT OF TAXES

##### A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through 2039.

##### B. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

##### C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

##### 1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors.

##### 2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2029. The property tax year runs from January 1st to December 31st.

##### 3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue actually generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency by any owner of

parcels within the Site or by any tenant related to personal property, the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

## **V. DEFAULTS, REMEDIES, AND TERMINATION**

### **A. Defaults in General**

In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

### **B. Legal Actions**

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

### **C. Rights and Remedies Are Cumulative**

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

CCDC reserves the right to withhold reimbursement to Participant for any Participant default.

## **VI. GENERAL PROVISIONS**

### **A. Notices, Demands, and Communications Between the Parties**

Formal notices, demands, and communications between CCDC and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of CCDC and Participant as set forth in this

Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-Liability of CCDC Officials and Employees

No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either Party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Public Improvements.

L. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this



Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

## **VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS**

CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. All amendments to and waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of CCDC and Participant.

## **VIII. ENTIRE AGREEMENT**

This Agreement, including the following listed **Exhibits A through E**, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – Legal Description  
Exhibit B – Project Depiction and Renderings  
Exhibit C – Public Improvement Plans  
Exhibit D – Schedule of Eligible Expenses Estimate  
Exhibit E – Confirmation of Reimbursement (Draft)

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year below written to be effective as first indicated above.

**Capital City Development Corporation ("CCDC")**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Brunelle, Executive Director

**KC Gardner Company, L.C. ("Participant")**  
a Utah Limited Liability Company, by its manager Christian  
K. Gardner

01/04/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christian K. Gardner, Manager

## **Exhibit A: Legal Description**

[Exhibit appears on the following page.]

## Legal Description

**For APN/Parcel ID(s): R1013250430**

A tract of land in Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of Vacated Block 15 of Boise City Park Subdivision, according to the official plat thereof, filed in Book 5 of Plats at Page 217, Official Records of Ada County, Idaho, and more particularly described as follows:

Beginning at the southeast corner of Sherwood and Lusk Street; thence South 20°36'30" West 161.37 feet on the Easterly right of way line of said Lusk Street to a point on the Northerly right of way line of College Boulevard; thence South 57°07'30" East 260.00 feet on the Northerly right of way of College Boulevard; thence North 20°36' East 166.62 feet; thence South 69°24' East 150 feet to a point on the Westerly right of way line of Capitol Boulevard; thence North 30°55'54" East 50.82 feet on the Westerly right of way line of Sherwood Street; thence North 69°24' West 413.16 feet along the south right of way line of Sherwood Street to the Point of Beginning.

EXCEPT the right of way to the State of Idaho as shown in Second Judgment and Decree of Condemnation, recorded December 5, 1973, as Instrument No. 868164, and also recorded December 13, 1973, as Instrument No. 868961, Official Records, and described as follows:

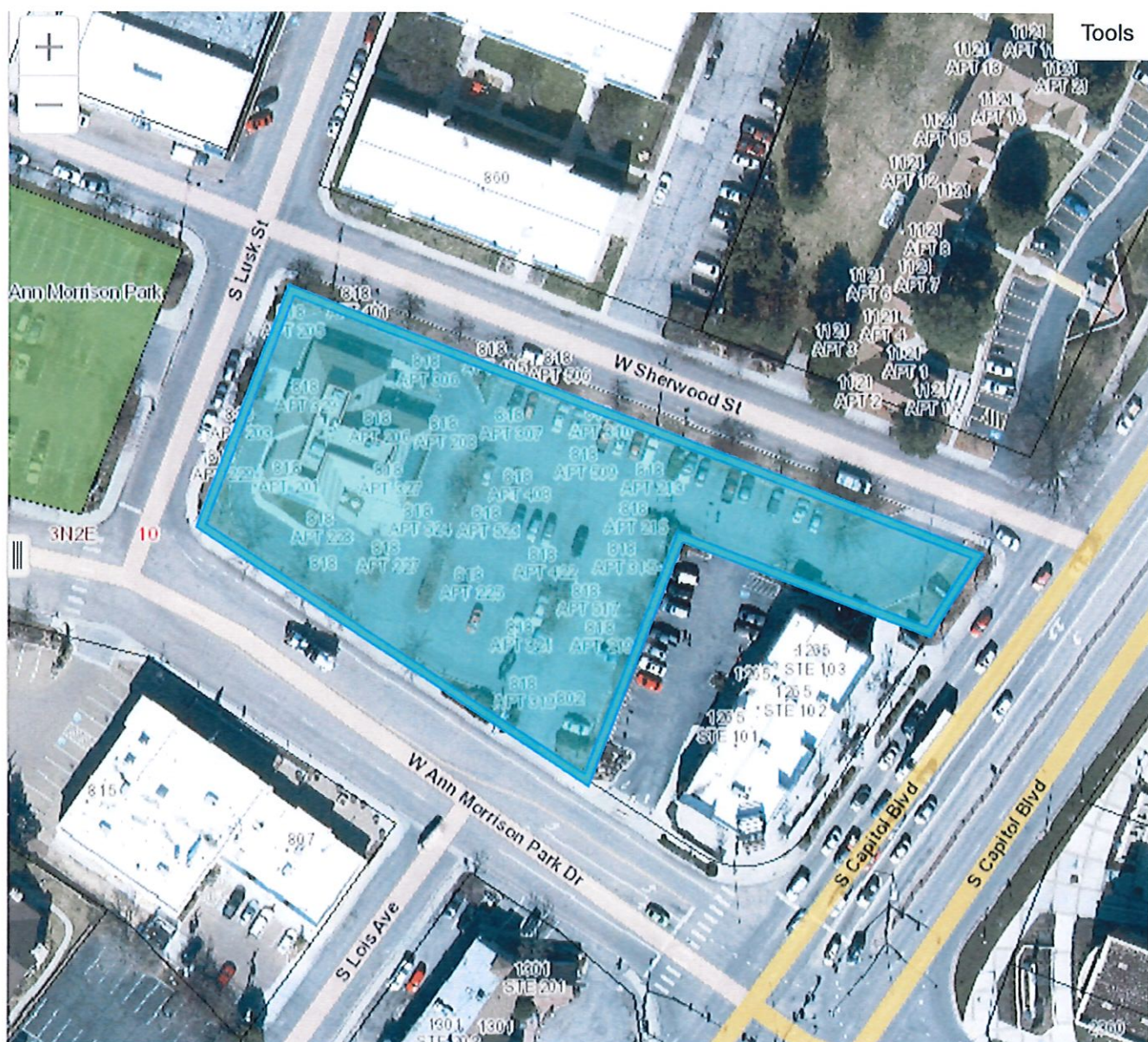
A parcel of land being on the Northeasterly side of the centerline of the West College Boulevard Survey as shown on the plans of US Highway Nos. 20, 26, and 30, Project No. T-4030(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across Lots 13 through 21 and a portion of Lot 22 of Block 15 of Boise City Park Subdivision, and vacated Lusk Street adjacent to said Block 15, according to the official plat thereof now on file in Book 5 of Plats at Page 217, records of Ada County, Idaho, lying and being situate in Government Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwestern corner of the tract of land as described in that certain Corporation Warranty Deed dated October 29, 1965, recorded January 31, 1966 as Instrument No. 631594, records of Ada County, Idaho, which corner is shown of record to be the Southeasterly corner of Sherwood and Lusk Streets as the same now exists; thence South 20°57'51" West (shown of record to be South 20°36'30" West) along the Southeasterly right of way line of said existing Lusk Street 140.81 feet to a point that bears North 22°28'59" East 44.98 feet from Station 4+37.81 of the West College Boulevard Survey as shown on the plans of said US Highway No. 20, 26, and 30, Project No. T-2030(1) Highway Survey and being the Real Point of Beginning; thence continuing South 20°57'51" West (shown of record to be South 20°36'5" West) along said existing Southeasterly right of way line 20.56 feet to a point in the Northeasterly right of way line of existing West College Boulevard; thence South 56°46'09" East (shown of record to be South 57°07'30" East) 260.0 feet to the most Southerly corner of the tract of land as conveyed by that certain Deed dated September 15, 1971 and recorded as Instrument No. 783126 in the County Recorder's Office, Ada County, Idaho; thence North 20°57'21" East (shown of record to be North 20°36' East) along the Southeasterly line of said tract of land 20.58 feet to a point in a line parallel with and 40.0 feet Northeasterly from centerline and bears North 33°13'32" East from Station 1+85.95 of said West College Boulevard Survey; thence North 56°46'28" West along said parallel line 207.05 feet to a point opposite Station 3+93.0 of said West College Boulevard Survey; thence continuing North 56°48'28" West, leaving said parallel line, 52.94 feet to the Real Point of Beginning.

West College Boulevard Survey Station Reference: 4+37.81 to 1+85.94.

em

} BOISE, ID



## **Exhibit B: Project Depiction and Renderings**

[Exhibit appears on the following page.]





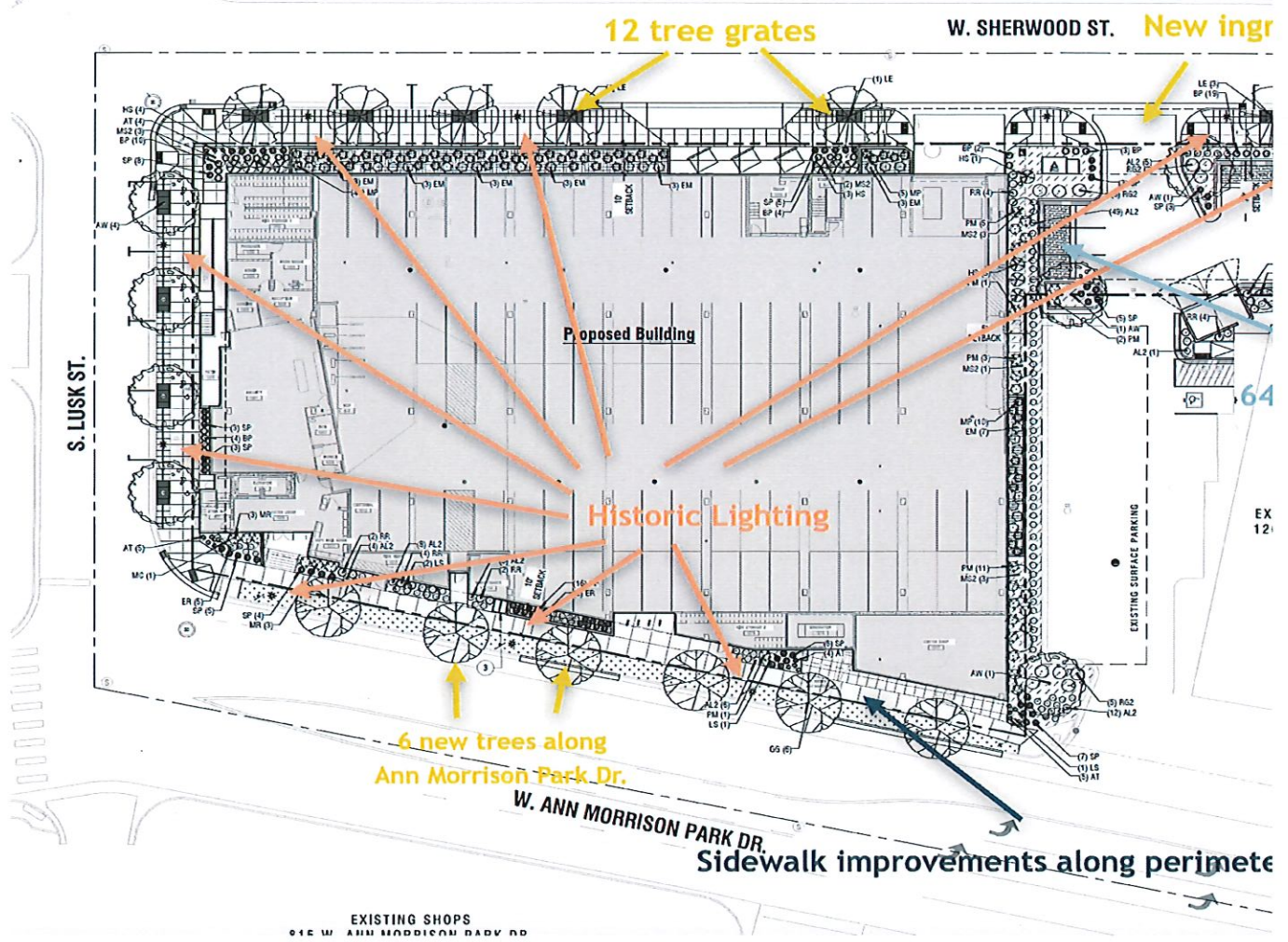






## **Exhibit C: Public Improvement Plans**

[Exhibit appears on the following page.]



**Exhibit D: Schedule of Eligible Expenses Estimate**

[Exhibit appears on the following page.]

## CCDC Participation Program Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name: Capitol Student Housing

Plan Date: 12.22.2022

By: Gardner Co

**ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY**

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>SITE PREPARATION: DIVISIONS 2 and 31</b>					
1	Surface demolition (Building Demo)	0	0	0	0
2	Asphalt demolition	1	0	0	30,000
3	Curb and gutter demolition (Included in Asphalt Demo)	0	0	0	0
4	Saw cut (Included in Asphalt Demo)	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal (Included in Asphalt Demo)	0	0	0	0
<b>SIDEWALK WORK: DIVISION 32</b>					
7	Scored concrete sidewalk	0	0	0	56,358
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp		0		8,770
10	Truncated dome	0	0		1,836
11	Lawn parkway	0	0	0	1,975
12	Irrigation	0	0	0	73,933
<b>OTHER: DIVISION 32</b>					
13	Asphalt repair	0	0	0	0
14	Concrete curb cut	0	0	0	27,478
15	Vertical curb and gutter (6")	0	0	0	46,500
16	Meyers cabinet	0	0	0	0
17	Water meter	0	0	0	0
<b>SITUATIONAL FURNISHINGS: DIVISION 32</b>					
18	Street trees	per tree	800	12	9,600
19	Tree grates & frames	0	3,465	12	41,582
20	Trench drain cover	0	0	0	0
21	Historic street light	0	0	0	31,000
22	Site Furnishings	0	0	0	0
23	Bike rack	0	0	10	1,520
24	Litter receptacle	0	0	0	0
25	Pre-cast planter	0	0	0	0
<b>OTHER:</b>					
26	TBD		0	0	0
27	TBD		0	0	0
<b>Total Streetscape Costs:</b>					<b>330,552</b>



<b>CCDC Participation Program</b> <b>Eligible Costs Application Form</b> Actual Eligible Costs To Be Determined by CCDC				
<b>INFRASTRUCTURE &amp; UTILITIES: (In right-of-way)</b>				
	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>STORM WATER MITIGATION: DIVISION 33</b>				
28	Surface demo	0	0	0
29	Surface prep	0	0	0
30	Finish materials (permeable pavers, etc.)	0	0	0
<b>UTILITIES: DIVISION 33</b>				
		0	0	0
31	Power line (new/relocation/extension)	0	0	103,173
32	Water line (new/relocation/extension)	0	0	39,150
33	Sewer line (new/relocation/extension)	0	0	27,600
34	Geothermal Line (new/relocation/extension)	0	0	0
35	Natural gas line (new/relocation/extension)	0	0	0
36	Phone line (new/relocation/extension)	0	0	0
37	Fiber line (new/relocation/extension)	0	0	20,000
38	ACHD power box relocation	0	0	0
<b>STREET: DIVISIONS 2, 31 and 32</b>				
39	Asphalt demolition	0.5	457	229
40	Road sub-base and prep	6	457	2,742
41	Asphalt paving	3	457	1,371
<b>Total Infrastructure &amp; Utilities Costs:</b>				<b>194,265</b>
<b>SUBTOTAL ELIGIBLE COSTS:</b>				<b>524,817</b>
5% General Conditions (limit per program policy)				26,241
<b>TOTAL ELIGIBLE COSTS:</b>				<b>551,057</b>
<b>Important Note:</b> Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				

## Exhibit E: Confirmation of Reimbursement (Draft)

### CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and KC Gardner Company, a Utah Limited Liability Company ("Participant").

#### WITNESSETH:

#### 1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of \_\_\_\_\_ (the "Participation Agreement"), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be \_\_\_\_\_ and \_\_\_/100 dollars (\$\_\_\_\_\_) (the "CCDC Reimbursement").

#### 2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make a total of up to four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2022 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2022 tax year assessed value of the Site, as determined by the Ada County Assessor is \$1,822,400.

***First Annual Payment*** – Due on or before September 30, 2026

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2026

***Second Annual Payment*** – Due on or before September 30, 2027

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2027

***Third Annual Payment*** – Due on or before September 30, 2028

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2028

***Fourth Annual Payment*** – Due on or before September 30, 2029

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2029

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

**Participant acknowledges that the sum of the four (4) Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the CCDC Reimbursement.**

**If the CCDC Reimbursement is not fully reimbursed by the four (4) Annual Payments or by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.**

### **3. Limitation on Making Payments**

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

Signatures on Following Page

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

AGENCY:  
CAPITAL CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
John Brunelle, Executive Director

\_\_\_\_\_  
Date

PARTICIPANT:  
KC Gardner Company

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date





## AGENDA BILL

<b>Agenda Subject:</b> Appointing Agency Representatives to the Valley Regional Transit Board of Directors		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> John Brunelle, Executive Director	<b>Attachments:</b> 1. Resolution 1806	
<b>Action Requested:</b> Adopt Resolution 1806 appointing John Brunelle, Agency Executive Director, as Primary Representative to the Valley Regional Transit Board of Directors and appointing Zach Piepmeyer, Director of Parking & Mobility, as Alternate Representative.		

### Background:

Valley Regional Transit (VRT) is this region's Regional Public Transportation Authority authorized under the Regional Public Transportation Authority Act in Idaho Code. Its mission is to develop and manage transportation resources and to coordinate the effective and efficient delivery of safe regional public transportation services in both Ada and Canyon counties.

The VRT Board of Directors consists of 28 appointed representatives from incorporated cities, counties, and highway districts in Ada and Canyon counties plus one representative each from CCDC, Boise State University, the Idaho Transportation Department, and the Meridian Development Corporation. Each member organization appoints by resolution a Primary and an Alternate representative to the VRT Board of Directors.

### Fiscal Notes:

No fiscal impact.

### Staff Recommendation:

That the Agency Board adopt Resolution 1806.

### Suggested Motion:

I move to adopt Resolution 1806 appointing John Brunelle, Agency Executive Director, as the Agency's Primary Representative to the Valley Regional Transit Board of Directors and appointing Zach Piepmeyer, Director of Parking & Mobility, as the Alternate Representative.

## RESOLUTION NO. 1806

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, APPOINTING JOHN BRUNELLE, THE AGENCY'S EXECUTIVE DIRECTOR, AS THE PRIMARY REPRESENTATIVE AND APPOINTING ZACH PIEPMAYER, DIRECTOR OF PARKING AND MOBILITY, AS THE ALTERNATE REPRESENTATIVE ON THE VALLEY REGIONAL TRANSIT (VRT) BOARD OF DIRECTORS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY ACTIONS REQUIRED TO AFFECT THE APPOINTMENT AND IMPLEMENT THE RESOLUTION; 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, Valley Regional Transit (VRT) is a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code, and referred to as the Regional Public Transportation Authority Act; and

WHEREAS, VRT's mission is to develop and manage transportation resources and to coordinate the effective and efficient delivery of safe regional public transportation services in both Ada and Canyon counties; and

WHEREAS, the VRT Board of Directors consists of 28 appointed representatives from incorporated cities, counties, and highway districts in Ada and Canyon counties plus one representative each from the Agency, Boise State University, the Idaho Transportation Department, and the Meridian Development Corporation; and

WHEREAS, Idaho Code Section 40-2106(3) states that VRT board members shall be appointed by resolution of the appointing agency, and

WHEREAS, by its Resolution No. 1585 approved on February 11, 2019, the Agency Board appointed John Brunelle, Agency Executive Director, to serve on the VRT Board of Directors as the Agency's primary representative and appointed Matt Edmond to serve as the Agency's alternate representative; and

WHEREAS, Zach Piepmeyer has replaced Matt Edmond as the Agency's Director of Parking & Mobility; and

WHEREAS, the Agency Board has determined that the Agency's primary representative on the VRT Board of Directors shall now be John Brunelle, Agency Executive Director, and that the Agency's alternate representative on the VRT Board of Directors shall now be Zach Piepmeyer, Director of Parking & Mobility.

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 in this resolution are true and correct.

Section 2: That the primary representative to serve on the Valley Regional Transit Board of Directors shall be John Brunelle, Executive Director of the Agency.

Section 3: That the alternate representative to serve on the Valley Regional Transit Board of Directors shall be Zach Piepmeyer, Director of Parking & Mobility.

Section 4: That the Agency Executive Director is hereby authorized to take all necessary action to affect this appointment and implement this Resolution.

Section 5: 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 January 9, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice-Chair to the Agency Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



# **V. ACTION ITEMS**



## AGENDA BILL

<b>Agenda Subject:</b> CONSIDER: Resolution 1802 Approval of an Interagency Agreement with the Ada County Highway District for Construction Services on Linen Blocks on Grove Street Streetscape Improvement Project		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Amy Fimbel	<b>Attachments:</b> 1. Resolution 1802 2. Interagency Agreement	
<b>Action Requested:</b> Adopt Resolution 1802 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for construction services associated with the Agency's Linen Blocks on Grove Street Streetscape Improvement Project.		

### Fiscal Notes:

The Interagency Agreement will reimburse CCDC approximately \$3,702,837 for construction services associated with Ada County Highway District (ACHD) public improvements.

### Background:

The Agency's Linen Blocks on Grove Street Streetscape Improvement Project includes significant investment in public improvements such as a raised bikeway, new streetscapes, furnishings, streetlights, stormwater upgrades including green stormwater infrastructure, rebuilt concrete roadway, and fiber optic expansion. The existing pavement sections on Grove Street between 9th and 16th Streets were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation Plan (DBIP) project. The ACHD 2020 DBIP project also included replacing stormwater facilities as needed. This ACHD work was scheduled to happen with the Agency's planned streetscape improvements along Grove Street to increase construction efficiencies, reduce costs, and minimize disruptions to business and the traveling public. Per ACHD policies and best practices, these sections of Grove Street will be rehabilitated with new base material and concrete pavement and the stormwater facilities will be replaced as needed along with the Agency's planned improvements.

Agency and ACHD staff have negotiated a standard interagency agreement to share the expenses involved in the reconstruction of Grove Street between 9th and 16th Streets. The parties are prepared to proceed with the Agency's Construction Manager/General Contractor, Guho Corp., handling the construction of the ACHD public improvements.

### Staff Recommendation:

Staff recommends approval of the Interagency Agreement with ACHD.

**Suggested Motion:**

I move to adopt Resolution 1802 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for construction services associated with the Agency's Linen Blocks on Grove Street Streetscape Improvement Project.

## RESOLUTION NO. 1802

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 BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR CERTAIN CONSTRUCTION SERVICES ASSOCIATED WITH THE LINEN BLOCKS ON GROVE STREET STREETScape IMPROVEMENT PROJECT; AUTHORIZING THE AGENCY 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, 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 the public right-of-way of Grove Street between 9<sup>th</sup> Street and 16<sup>th</sup> Street, in downtown Boise, to wit: making changes to the sidewalk layout; adding raised and separated bicycle facilities; adding typical streetscape improvements; installing green stormwater infrastructure; adding raised intersections; and reconstructing curbs, gutters, and sidewalks; and,

WHEREAS, the existing pavement on sections of Grove Street were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation Plan project; and

WHEREAS, in order to achieve efficiencies in streetscape construction, the ACHD Resident Engineer has directed that Grove Street between 9<sup>th</sup> Street and 16<sup>th</sup> Street be rehabilitated with new base material and concrete pavement and that stormwater facilities be replaced; and,

WHEREAS, efficiencies were achieved by allowing the Agency to design the entirety of the ACHD improvements along with the Agency's own improvements to Grove Street and thereafter be reimbursed by ACHD for its associated design costs; and,

WHEREAS, efficiencies can be achieved by allowing the Agency to now construct the entirety of the ACHD improvements along with the Agency's own improvements to Grove Street and thereafter be reimbursed by ACHD for its associated construction costs; 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, Guho Corp., will construct the aforementioned public improvements and ACHD will reimburse for its share of the cost of the work based on actual accepted bid prices; and

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve the Interagency Agreement with ACHD and to authorize the Agency 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 Interagency Agreement with ACHD and to execute all necessary documents required to implement the actions contemplated by the Interagency 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 Interagency Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes



are consistent with the provisions of the Interagency Agreement and the comments and discussions received at the January 11, 2023, 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 January 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

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

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND  
CAPITAL CITY DEVELOPMENT CORPORATION FOR  
Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Stormwater Infrastructure at  
**Grove Street, 16<sup>th</sup> Street to 9<sup>th</sup> Street in Boise, Idaho.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the Urban Renewal Agency of Boise, Idaho, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, that is organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, 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 established 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 seeks to make certain public improvements within downtown Boise in the public right-of-way of **Grove Street between 16<sup>th</sup> Street and 9<sup>th</sup> Street** including: making changes to the sidewalk layout, adding raised and separated bicycle facilities, adding typical streetscape improvements, installing green stormwater infrastructure, adding raised intersections, and reconstructing curbs, gutters and sidewalks, **all within the approximate area as depicted in Exhibit A, attached hereto**, and also known by the Parties hereto as the Linen Blocks on Grove Street project (“CCDC PROJECT”).

WHEREAS, the existing pavement on sections of this portion of the CCDC PROJECT on Grove Street were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation project. In order to achieve efficiencies in streetscape construction, the ACHD Resident Engineer has directed that Grove Street between 16<sup>th</sup> Street and 9<sup>th</sup> Street be rehabilitated by excavating 15-inches and replacing with 6-inches of base material and 9-inches of concrete pavement.

The ACHD 2020 Downtown Boise Implementation project also included replacing stormwater facilities as needed, including:

- Replacing all ‘old style’ inlets (if any)
- Replacing any corrugated metal pipe (CMP) within the public right-of-way (if any)
- Replacing other pipes, inlets, and manholes as needed

These improvements were included in the CCDC design and funded by ACHD through a previous interagency agreement for design that was executed on the 16<sup>th</sup> day of February, 2022.

All work in this section within the area between the new edges of pavement, unless needed solely due to the CCDC PROJECT, henceforth is called the ACHD PROJECT.

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. The ACHD PROJECT is maintenance work that does not add impervious area nor impact the subbase and therefore does not require additional stormwater facilities.

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 reconstruct the entirety of **Grove Street, 16<sup>th</sup> Street to 9<sup>th</sup> Street, as depicted on Exhibit A** (“ACHD PROJECT”), provided that ACHD reimburses the material costs of concrete paving, 3/4-inch aggregate base course, excavation and other items that are agreed to be associated with such reconstruction that would have been included in a future project based on the Downtown Boise Implementation Plan, if not for this CCDC project.

WHEREAS, pavement section specifications for the ACHD PROJECT (“PROJECT SPECIFICATIONS”) are 9 inches of concrete paving over 6 inches of 3/4-inch aggregate base course as shown in the attached Exhibit “B”.

WHEREAS, an estimate of the material cost of concrete paving, aggregate base course, excavation, mobilization, and other construction costs associated with the construction of the ACHD PROJECT are attached hereto as Exhibit “C”. ACHD and CCDC agree that actual accepted bid prices will be used to calculate the reimbursement for which ACHD is responsible.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC's investments in the public improvements.

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 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.
- b. Provide for the inspection of the ACHD PROJECT, including all related road, sidewalk and storm drain components applicable to the CCDC PROJECT.
- c. 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. ACHD will not be responsible for added costs not related to the ACHD PROJECT. The final payment(s) will reflect the low bid ACHD-approved amount and any change orders that affect the ACHD PROJECT approved by ACHD.

**2. CCDC RESPONSIBILITIES:**

- a. Provide for 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 January 2023.
- 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 shall invoice ACHD for construction costs related to the ACHD Project based on the actual construction costs as submitted by CCDC's contractor for ACHD PROJECT items. CCDC shall submit to ACHD an invoice for each invoice CCDC receives from CCDC's contractor.
- 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 concrete 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 April 30, 2024 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. Neither party may terminate this Agreement without the prior written consent of the other party.
- 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: Title: President, Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Mary Watson Title: CCDC General Counsel	Name: John Brunelle Title: Executive Director



STATE OF IDAHO    )  
                                  ) ss.  
COUNTY OF ADA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me, a notary public in and for said state, personally appeared \_\_\_\_\_ 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    )

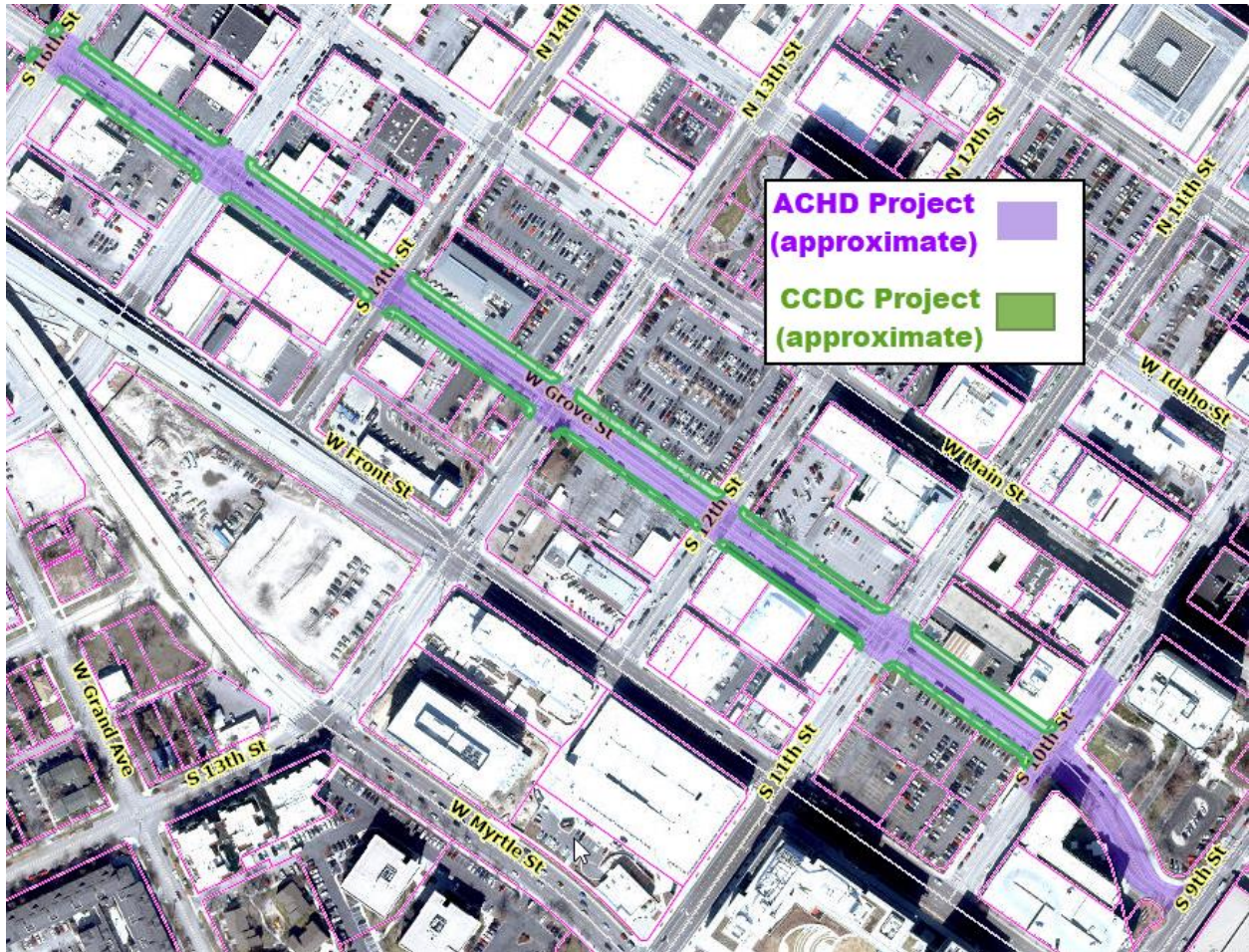
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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”

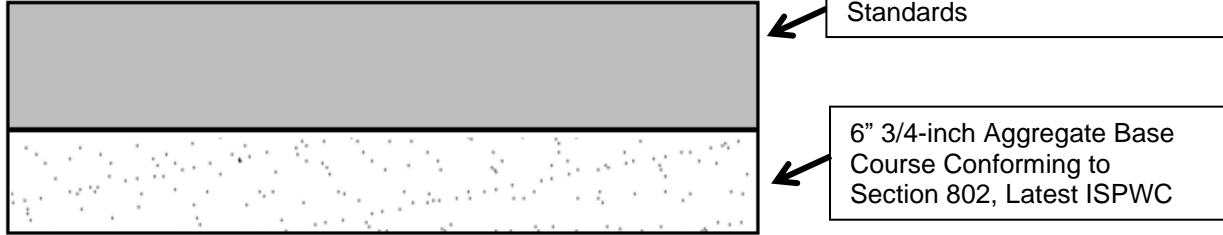
**DEPICTION OF THE GROVE STREET, 16<sup>TH</sup> STREET TO 9<sup>TH</sup> STREET PROJECT  
AREA SHOWING THE CCDC PROJECT AREA AND THE ACHD PROJECT AREA**



## Exhibit “B”

### TYPICAL SECTION FOR WHICH ACHD SHALL REIMBURSE RELATED COSTS

#### Grove Street between 16<sup>th</sup> Street and 9<sup>th</sup> Street



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

**Exhibit “C”**

**LINEN BLOCKS ON GROVE STREET CONSTRUCTION BUDGET**



# LINEN BLOCKS ON GROVE STREET CONSTRUCTION BUDGET

					FUNDING SOURCE		FISCAL YEAR FORECAST						
TYPE	FUNDING	PHASE	DESCRIPTION	QTY	TOTAL	ACHD	CCDC	9/30/2023		ACHD		CCDC	
						TOTAL	TOTAL	2023	2024	2023	2024	2023	2024
01-2100 ALLOWANCES													
ALLOWANCE	ACHD	GMP-3	Cold Weather Concrete Allowance	1	50,000	50,000	-	-	100%	-	-	50,000	-
ALLOWANCE	ACHD	GMP-2	Cold Weather Concrete Allowance	1	50,000	50,000	-	25%	75%	12,500	37,500	-	-
ALLOWANCE	ACHD	GMP-3	Allowance Unavailable Salls Road Section	400	15,800	15,800	-	-	100%	-	-	15,800	-
ALLOWANCE	CCDC	GMP-3	Allowance Unavailable Salls Sidewalk Section	200	9,334	-	9,334	-	-	-	-	-	9,334
ALLOWANCE	ACHD	GMP-2	Allowance Unavailable Salls Road Section	1,000	39,500	39,500	-	75%	25%	29,625	9,875	-	-
ALLOWANCE	CCDC	GMP-2	Allowance Unavailable Salls Sidewalk Section	500	23,335	-	23,335	-	-	-	-	-	23,335
ALLOWANCE	ACHD	GMP-3	Unavailable Soil Backfill	200	9,000	9,000	-	-	100%	-	-	-	9,000
ALLOWANCE	CCDC	GMP-2	Unavailable Soil Backfill	900	40,300	-	40,900	100%	-	-	-	-	40,500
ALLOWANCE	CCDC	GMP-2	City of Boise Permit Plan Review Fees	1	16,132	-	16,132	100%	-	-	-	-	16,132
ALLOWANCE	CCDC	GMP-2	City of Boise Permit Fees	1	30,830	-	30,830	100%	-	-	-	-	30,830
ALLOWANCE	CCDC	GMP-3	City of Boise Permit Fees	1	12,152	-	12,152	100%	-	-	-	-	12,152
ALLOWANCE	CCDC	GMP-2	Idaho Power New Services	4	30,000	-	30,000	100%	-	-	-	-	30,000
ALLOWANCE	CCDC	GMP-3	Idaho Power New Services	2	15,000	-	15,000	100%	-	-	-	-	15,000
ALLOWANCE	ACHD	GMP-2	Utility Relocations	1	75,000	-	75,000	100%	-	-	-	-	75,000
ALLOWANCE	CCDC	GMP-3	Utility Relocations	1	50,000	-	50,000	100%	-	-	-	-	50,000
					444,583	155,300	311,283			42,125	113,175	249,614	41,649
01-3109 CONSTRUCTION MANAGER													
ALLOWANCE	CCDC	GMP-3	Construction Manager	165	18,891	-	18,891	-	100%	-	-	-	18,891
ALLOWANCE	CCDC	GMP-2	Construction Manager	660	75,563	-	75,563	75%	25%	-	-	56,672	18,891
ALLOWANCE	ACHD	GMP-2	Construction Manager	330	37,782	37,782	-	60%	40%	22,649	15,133	-	-
ALLOWANCE	ACHD	GMP-3	Construction Manager	83	9,445	9,445	-	-	100%	-	-	9,445	-
					141,681	47,227	94,454			22,649	24,558	56,472	37,782
01-3111 PROJECT SUPERVISION													
ALLOWANCE	CCDC	GMP-3	Superintendent Senior	528	57,710	-	57,710	-	100%	-	-	-	57,710
ALLOWANCE	CCDC	GMP-2	Superintendent Senior	1,452	158,704	-	158,704	75%	25%	-	-	119,028	39,676
ALLOWANCE	ACHD	GMP-2	Superintendent Senior	726	79,352	79,352	-	60%	40%	47,611	31,741	-	-
ALLOWANCE	ACHD	GMP-3	Superintendent Senior	264	28,855	28,855	-	-	100%	-	-	28,855	-
					324,621	108,207	216,414			47,611	60,594	119,028	97,384
01-3112 PROJECT ENGINEER													
ALLOWANCE	CCDC	GMP-3	Project Engineer /Assistant Project Manager	264	19,715	-	19,715	-	100%	-	-	-	19,715
ALLOWANCE	CCDC	GMP-2	Project Engineer /Assistant Project Manager	660	49,289	-	49,289	75%	25%	-	-	36,967	12,322
ALLOWANCE	ACHD	GMP-2	Project Engineer /Assistant Project Manager	330	24,644	24,644	-	60%	40%	14,786	9,858	-	-
ALLOWANCE	ACHD	GMP-3	Project Engineer /Assistant Project Manager	132	9,858	9,858	-	-	100%	-	-	9,858	-
					103,506	34,502	69,004			14,786	19,716	36,967	32,037
01-3113 ASSISTANT SUPERINTENDENT													
ALLOWANCE	CCDC	GMP-3	Superintendent	264	23,544	-	23,544	-	100%	-	-	-	23,544
ALLOWANCE	CCDC	GMP-2	Superintendent	660	58,859	-	58,859	75%	25%	-	-	44,144	14,715
ALLOWANCE	ACHD	GMP-2	Superintendent	330	29,429	29,429	-	60%	40%	17,657	11,772	-	-
ALLOWANCE	ACHD	GMP-3	Superintendent	132	11,772	11,772	-	-	100%	-	-	11,772	-
					123,404	41,201	82,403			17,657	23,544	44,144	38,259
01-4123 PERMITS													
ALLOWANCE	CCDC	GMP-3	ACHD ROW Permit Fee	120	10,200	-	10,200	-	100%	-	-	-	10,200
ALLOWANCE	CCDC	GMP-3	ACHD ROW Permit Fee (Credit for ACHD Scope)	(70)	(5,950)	-	(5,950)	-	100%	-	-	-	(5,950)
ALLOWANCE	CCDC	GMP-2	ACHD ROW Permit Fee	365	31,025	-	31,025	75%	25%	-	-	23,269	7,756
ALLOWANCE	CCDC	GMP-2	ACHD ROW Permit Fee (Credit for ACHD Scope)	(120)	(10,200)	-	(10,200)	60%	40%	-	-	(6,120)	(4,080)
					25,075	-	25,075			-	-	17,149	7,924
01-4523 TESTING AND INSPECTION SERVICE													
ALLOWANCE	CCDC	GMP-3	Testing and Inspections	1	19,800	-	19,800	-	100%	-	-	-	19,800
ALLOWANCE	CCDC	GMP-2	Testing and Inspections	1	66,000	-	66,000	75%	25%	-	-	49,500	16,500
ALLOWANCE	ACHD	GMP-2	Testing and Inspections	1	33,000	33,000	-	60%	40%	19,800	13,200	-	-
ALLOWANCE	ACHD	GMP-3	Testing and Inspections	1	9,000	9,900	-	-	100%	-	-	9,900	-
					128,700	42,900	85,800			19,800	23,100	49,500	36,300
01-5200 CONSTRUCTION FACILITIES													
ALLOWANCE	CCDC	GMP-2	Field Office Delivery/Pickup	1	832	-	832	75%	25%	-	-	624	208
ALLOWANCE	ACHD	GMP-2	Field Office Delivery/Pickup	1	416	416	-	60%	40%	250	166	-	-
ALLOWANCE	CCDC	GMP-3	Field Office Furniture and Technology Package	3	1,320	-	1,320	100%	-	-	-	-	1,320
ALLOWANCE	CCDC	GMP-3	Temp Power 45kw Generator w/ Fuel	3	9,924	-	9,924	100%	-	-	-	-	9,924
ALLOWANCE	CCDC	GMP-3	Job Trailer	3	2,508	-	2,508	100%	-	-	-	-	2,508
ALLOWANCE	CCDC	GMP-2	Field Office Furniture and Technology Package	8	3,960	-	3,960	75%	25%	-	-	2,970	990
ALLOWANCE	CCDC	GMP-2	Temp Power 45kw Generator w/ Fuel	8	29,771	-	29,771	75%	25%	-	-	22,328	7,443
ALLOWANCE	CCDC	GMP-2	Job Trailer	8	7,524	-	7,524	75%	25%	-	-	5,643	1,881
ALLOWANCE	ACHD	GMP-2	Field Office Furniture and Technology Package	4	1,980	1,980	-	60%	40%	1,188	792	-	-
ALLOWANCE	ACHD	GMP-2	Temp Power 45kw Generator w/ Fuel	4	14,886	14,886	-	60%	40%	8,932	5,954	-	-
ALLOWANCE	ACHD	GMP-2	Job Trailer	4	3,762	3,762	-	60%	40%	2,257	1,505	-	-
ALLOWANCE	ACHD	GMP-3	Field Office Furniture and Technology Package	1	660	660	-	-	100%	-	-	660	-
ALLOWANCE	ACHD	GMP-3	Temp Power 45kw Generator w/ Fuel	1	4,962	4,962	-	-	100%	-	-	4,962	-
ALLOWANCE	ACHD	GMP-3	Job Trailer	1	1,254	1,254	-	-	100%	-	-	1,254	-
ALLOWANCE	CCDC	GMP-3	Portable Toilets (3x)	3	1,267	-	1,267	100%	-	-	-	-	1,267
ALLOWANCE	CCDC	GMP-2	Portable Toilets (3x)	12	5,760	-	5,760	75%	25%	-	-	4,320	1,440
ALLOWANCE	ACHD	GMP-2	Portable Toilets (3x)	4	1,920	1,920	-	60%	40%	1,152	768	-	-
ALLOWANCE	ACHD	GMP-3	Portable Toilets (3x)	1	634	634	-	-	100%	-	-	634	-
					93,340	30,474	62,866			13,778	16,495	35,885	26,981
01-5400 CONSTRUCTION AIDS													
ALLOWANCE	CCDC	GMP-3	General Labor	264	11,186	-	11,186	-	100%	-	-	-	11,186
ALLOWANCE	CCDC	GMP-2	General Labor	660	27,964	-	27,964	75%	25%	-	-	20,973	6,991
ALLOWANCE	ACHD	GMP-2	General Labor	330	13,982	13,982	-	60%	40%	8,389	5,593	-	-
ALLOWANCE	ACHD	GMP-3	General Labor	132	5,993	5,993	-	-	100%	-	-	5,993	-
					58,725	19,575	39,150			8,389	11,186	20,973	18,177
01-5526 TRAFFIC CONTROL													
ALLOWANCE	CCDC	GMP-3	Traffic Control Road Setup/Take Down	4	990	-	990	-	100%	-	-	-	990
ALLOWANCE	CCDC	GMP-3	Traffic Control Road Closed (E/W)	4	11,880	-	11,880	-	100%	-	-	-	11,880
ALLOWANCE	CCDC	GMP-3	Traffic Control- Road Closed (N/S)	4	13,860	-	13,860	-	100%	-	-	-	13,860
ALLOWANCE	CCDC	GMP-3	Traffic Control Maintenance and Flagging	264	10,626	-	10,626	-	100%	-	-	-	10,626
ALLOWANCE	CCDC	GMP-3	Traffic Control Ped Delays	8	5,940	-	5,940	-	100%	-	-	-	5,940
ALLOWANCE	CCDC	GMP-2	Traffic Control Road Setup/Take Down	18	4,455	-	4,455	75%	25%	-	-	3,341	1,114
ALLOWANCE	CCDC	GMP-2	Traffic Control Road Closed (E/W)	13	39,600	-	39,600	75%	25%	-	-	29,700	9,900
ALLOWANCE	CCDC	GMP-2	Traffic Control- Road Closed (N/S)	12	41,580	-	41,580	75%	25%	-	-	31,185	10,395
ALLOWANCE	CCDC	GMP-2	Traffic Control Maintenance and Flagging	792	31,878	-	31,878	75%	25%	-	-	23,909	7,970
ALLOWANCE	CCDC	GMP-2	Traffic Control Ped Delays	24	17,820	-	17,820	75%	25%	-	-	13,365	4,455
ALLOWANCE	ACHD	GMP-2	Traffic Control Road Setup/Take Down	9	2,228	2,228	-	60%	40%	1,337	891	-	-
ALLOWANCE	ACHD	GMP-2	Traffic Control Road Closed (E/W)	7	19,800	19,800	-	60%	40%	11,880	7,920	-	-
ALLOWANCE	ACHD	GMP-2	Traffic Control- Road Closed (N/S)	6	20,790	20,790	-	60%	40%	12,474	8,316	-	-
ALLOWANCE	ACHD	GMP-2	Traffic Control Maintenance and Flagging	396	15,939	15,939	-	60%	40%	9,563	6,376	-	-
ALLOWANCE	ACHD	GMP-2	Traffic Control Ped Delays	12	8,910	8,910	-	60%	40%	5,346	3,564	-	-
ALLOWANCE	ACHD	GMP-3	Traffic Control Road Setup/Take Down	2	495	495	-	-	100%	-	-	495	-
ALLOWANCE	ACHD	GMP-3	Traffic Control Road Closed (E/W)	2	5,940	5,940	-	-	100%	-	-	5,940	-
ALLOWANCE	ACHD	GMP-3	Traffic Control- Road Closed (N/S)	2	6,930	6,930	-	-	100%	-	-	6,930	-
ALLOWANCE	ACHD	GMP-3	Traffic Control Maintenance and Flagging	132	5,313	5,313	-	-	100%	-	-	5,313	-
ALLOWANCE	ACHD	GMP-3	Traffic Control Ped Delays	4	2,970	2,970	-	-	100%	-	-	2,970	-
					267,944	89,315	178,629			40,400	48,715	101,500	77,129
01-5529 STAGING AREAS													
ALLOWANCE	CCDC	GMP-3	Staging Area Rental (RD)	2	4,950	-	4,950	-	100%	-	-	-	4,950
ALLOWANCE	CCDC	GMP-2	Staging Area Rental (RD)	5	13,200	-	13,200	40%	60%	-	-	5,280	7,920
ALLOWANCE	CCDC	GMP-2	Staging Area Rental (11h and Grove)	3	2,112	-</							



# LINEN BLOCKS ON GROVE STREET CONSTRUCTION BUDGET

				FUNDING SOURCE		FISCAL YEAR FORECAST						
TYPE	FUNDING PHASE	DESCRIPTION	QTY	TOTAL	ACHD	CCDC	9/30/2023		ACHD		CCDC	
					TOTAL	TOTAL	2023	2024	2023	2024	2023	2024
01-5800 PROJECT SIGNAGE												
	CCDC	GMP2	Windsigns Boxes Rental	18 ea	2,970	-	2,970	100%	100%	-	-	2,970
					2,970	-	2,970					2,970
01-7419 WASTE MANAGEMENT AND DISPOSAL												
	CCDC	GMP3	Trash Disposal	4 mth	2,000	-	2,000	-	100%	-	-	2,000
	CCDC	GMP3	Trash Disposal	12 mth	6,000	-	6,000	75%	25%	-	-	4,500
					8,000	-	8,000					6,500
02-2100 SURVEY												
	CCDC	GMP3	Survey & Staking	1 allo	10,000	-	10,000	-	100%	-	-	10,000
	CCDC	GMP3	Total Station/GPS + Data Collector	4 mths	16,333	-	16,333	-	100%	-	-	16,333
	CCDC	GMP2	Survey & Staking	1 allo	40,000	-	40,000	90%	10%	-	-	36,000
	CCDC	GMP2	Total Station/GPS + Data Collector	12 mths	49,000	-	49,000	75%	25%	-	-	36,750
					115,333	-	115,333					102,083
02-4113 DEMO-SITE												
	ACHD	GMP3	Asphalt Demo (4'-14" Depth)	24,122 sf	21,710	21,710	-	100%	-	-	-	-
	CCDC	GMP3	Streetscapes Demo (6" Depth)	20,703 sf	60,314	-	60,314	-	100%	-	-	60,314
	ACHD	GMP2	Asphalt Demo (4'-14" Depth)	70,740 sf	63,666	63,666	-	100%	-	63,666	-	-
	CCDC	GMP2	Streetscapes Demo (6" Depth)	91,663 sf	267,043	-	267,043	100%	-	-	-	267,043
	ACHD	GMP2	Asphalt Demo for Storm Drain Main	20,905 sf	16,724	16,724	-	100%	-	16,724	-	-
					421,457	102,100	327,357			80,390	21,710	267,043
10-1400 SIGNAGE												
	CCDC	GMP3	Signage Package	1 Item	7,242	-	7,242	-	100%	-	-	7,242
	CCDC	GMP2	Signage Package	1 Item	25,865	-	25,865	60%	40%	-	-	15,519
					33,107	-	33,107					17,588
12-1000 ART												
	CCDC	GMP2	Neon Sign Rebuild Allowance	1 allow	85,000	-	85,000	-	100%	-	-	85,000
	CCDC	GMP2	Neon Sign Post	6 ea	18,000	-	18,000	100%	100%	-	-	18,000
	CCDC	GMP2	Billboard Sign Electrical Service	1 ls	8,025	-	8,025	100%	-	-	-	8,025
	CCDC	GMP2	Billboard Sign Electrical	1 ls	6,500	-	6,500	100%	-	-	-	6,500
	CCDC	GMP2	Art Port Foundation	2 ea	10,000	-	10,000	100%	-	-	-	10,000
	CCDC	GMP2	Bike Trio Foundation	1 ea	2,500	-	2,500	100%	-	-	-	2,500
	CCDC	GMP2	Neon Sign Foundation	6 ea	6,000	-	6,000	100%	-	-	-	6,000
	CCDC	GMP2	Neon Sign Electrical	6 ea	64,008	-	64,008	100%	-	-	-	64,008
	CCDC	GMP2	Art Port Lighting	2 ea	23,022	-	23,022	100%	-	-	-	23,022
	CCDC	GMP2	Art Port Foundation Excavation	2 ea	3,456	-	3,456	100%	-	-	-	3,456
	CCDC	GMP2	Neon Sign Foundation Excavation	6 ea	8,639	-	8,639	100%	-	-	-	8,639
					235,150	-	235,150					85,000
12-9300 SITE FURNISHINGS												
	CCDC	GMP3	Concrete Benches	5 ea	24,500	-	24,500	-	100%	-	-	24,500
	CCDC	GMP3	Concrete Planter/Benches	24 ea	168,000	-	168,000	-	100%	-	-	168,000
	CCDC	GMP2	Concrete Benches	8 ea	39,200	-	39,200	50%	50%	-	-	19,600
	CCDC	GMP3	Bike Rack, Surface Mount, Powder Coat Green	19 ea	4,330	-	4,330	-	100%	-	-	4,330
	CCDC	GMP3	Bike Rack, Surface Mount Install, Powder Coat Green	19 ea	380	-	380	-	100%	-	-	380
	CCDC	GMP3	Trash Receptacle	8 ea	19,108	-	19,108	-	100%	-	-	19,108
	CCDC	GMP3	Metal Rolling at Trees	16 ea	18,074	-	18,074	-	100%	-	-	18,074
	CCDC	GMP2	Bike Rack, Surface Mount, Powder Coat	32 ea	7,293	-	7,293	60%	40%	-	-	4,376
	CCDC	GMP2	Bike Rack, Surface Mount Install, Powder Coat	32 ea	640	-	640	60%	40%	-	-	384
	CCDC	GMP2	Trash Receptacle	7 ea	16,720	-	16,720	100%	-	-	-	16,720
	CCDC	GMP2	Metal Rolling at Trees	43 ea	48,575	-	48,575	75%	25%	-	-	36,431
					346,820	-	346,820					269,309
26-5613 LIGHT POLES & STANDARDS												
	CCDC	GMP3	Electrical Service	2 ls	16,049	-	16,049	-	100%	-	-	16,049
	CCDC	GMP3	Streetlight Demo	1 ls	1,429	-	1,429	-	100%	-	-	1,429
	CCDC	GMP3	Light Pole Conduit and Conductors	18 ea	83,589	-	83,589	-	100%	-	-	83,589
	CCDC	GMP3	Street Light Supply and Install	19 ea	107,411	-	107,411	-	100%	-	-	107,411
	CCDC	GMP3	Light Pole Base Type A 2x6 (Excavation/Backfill + Pour)	19 ea	25,448	-	25,448	-	100%	-	-	25,448
	CCDC	GMP2	Electrical Service	3 ls	24,074	-	24,074	100%	-	-	-	24,074
	CCDC	GMP2	Streetlight Demo	1 ea	6,515	-	6,515	100%	-	-	-	6,515
	CCDC	GMP2	Light Pole Conduit and Conductors	37 ea	162,778	-	162,778	100%	-	-	-	162,778
	CCDC	GMP2	Street Light Supply and Install	37 ea	209,558	-	209,558	75%	25%	-	-	157,169
	CCDC	GMP3	Light Pole Base Type A 2x6 (Excavation/Backfill + Pour)	37 ea	49,745	-	49,745	90%	10%	-	-	44,951
					487,394	-	487,394					395,486
31-2000 EXCAVATION												
	ACHD	GMP3	Road Excavation Concrete Section	211 cy	7,596	7,596	-	100%	-	-	-	-
	CCDC	GMP3	Sidewalk Excavation Concrete Section (0.5 ft)	383 cy	20,926	-	20,926	-	100%	-	-	20,926
	ACHD	GMP3	Road Excavation Asphalt Section (21") (14th Street Intersection)	(370) cyds	(13,320)	(13,320)	-	100%	-	-	(13,320)	-
	ACHD	GMP2	Road Excavation Concrete Section	735 cy	25,360	25,360	-	80%	20%	20,304	5,076	-
	CCDC	GMP2	Sidewalk Excavation Concrete Section (0.5 ft)	1,497 cy	92,720	-	92,720	90%	10%	-	-	83,448
	ACHD	GMP2	Road Excavation Asphalt Section (21") (14th Street Intersection)	370 cyds	(13,320)	(13,320)	-	100%	-	-	(13,320)	-
					146,422	32,974	113,446			20,304	12,472	83,448
31-2317 TRENCHING												
	CCDC	GMP3	Joint Trenching	2,221 lf	75,857	-	75,857	-	100%	-	-	75,857
	CCDC	GMP3	Joint Trenching	3,942 lf	134,638	-	134,638	90%	10%	-	-	121,174
					210,495	-	210,495					134,644
32-0129 ASPHALT PATCH												
	CCDC	GMP3	Temp Asphalt Patch Back for Utility	3,000 sqft	2,992	-	2,992	-	100%	-	-	2,992
	CCDC	GMP2	Temp Asphalt Patch Back for Utility	3,000 sqft	3,492	-	3,492	100%	-	-	-	3,492
					6,484	-	6,484					2,992
32-1100 BASE COURSE												
	ACHD	GMP3	Concrete Road Section (6")	540 cyds	32,400	32,400	-	100%	-	-	-	-
	CCDC	GMP3	Sidewalk Prep Section (6")	34,642 sqft	106,606	-	106,606	-	100%	-	-	106,606
	CCDC	GMP3	Curb Prep	2,359 lf	35,878	-	35,878	-	100%	-	-	35,878
	ACHD	GMP3	Asphalt Road Section (21") (14th Street Intersection)	(370) cyds	(22,200)	(22,200)	-	100%	-	-	(22,200)	-
	ACHD	GMP3	Concrete Road Section (6") (14th)	105 cyds	6,300	6,300	-	100%	-	-	-	-
	ACHD	GMP2	Concrete Road Section (6")	1,350 cyds	81,000	81,000	-	80%	20%	64,800	16,200	-
	ACHD	GMP2	Asphalt Paving Grade Prep	6,278 sqft	12,555	12,555	-	75%	25%	9,416	3,139	-
	CCDC	GMP2	Sidewalk Prep Section (6")	70,887 sqft	218,146	-	218,146	90%	10%	-	-	196,331
	CCDC	GMP2	Curb Prep	4,794 lf	72,912	-	72,912	80%	15%	-	-	61,975
	ACHD	GMP2	Asphalt Road Section (21") (14th Street Intersection)	370 cyds	22,200	22,200	-	100%	-	-	22,200	-
					565,797	132,255	433,542			74,216	88,039	258,307
32-1216 ASPHALT PAVING												
	ACHD	GMP3	5" Asphalt Paving	3,868 sqft	20,075	20,075	-	100%	-	-	-	-
	ACHD	GMP3	3" Asphalt Paving Patch Back w/ Prep	708 sqft	4,956	4,956	-	100%	-	-	-	-
	ACHD	GMP3	5" Asphalt Paving (14th Street Intersection)	(5,717) sqft	(29,671)	(29,671)	-	100%	-	-	(29,671)	-
	ACHD	GMP2	5" Asphalt Paving	6,228 sqft	32,321	32,321	-	75%	25%	24,241	8,080	-
	ACHD	GMP2	3" Asphalt Paving Patch Back w/ Prep	1,036 sqft	7,252	7,252	-	75%	25%	5,439	1,813	-
	ACHD	GMP2	5" Asphalt Paving (14th Street Intersection)	5,717 sqft	29,671	29,671	-	100%	-	-	29,671	-
					64,604	64,604	-			29,680	34,924	-
32-1313 CONCRETE PAVING												
	ACHD	GMP3	9" Concrete Paving w/ Reinforcing and Joint Sealants	37,694 sf	499,446	499,446	-	100%	-	-	-	-
	ACHD	GMP3	Paving Dowels and Tie Bars	37,694 ls	34,531	34,531	-	100%	-	-	-	-
	ACHD	GMP3	9" Concrete Paving w/ Reinforcing and Joint Sealants (14th)	5,717 sf	75,750	75,750	-	100%	-	-	-	-
	ACHD	GMP3	Paving Dowels and Tie Bars (14th)	5,717 ls	5,237	5,237	-	100%	-	-	-	-
	ACHD	GMP2	9" Concrete Paving w/ Reinforcing and Joint Sealants	68,380 sf	906,035	906,035	-	80%	20%	724,828	181,207	-
	ACHD	GMP2	Paving Dowels and Tie Bars	1 ls	62,623	62,623	-	100%	-	-	-	-
					1,583,422	1,583,422	-			787,461	796,171	-
32-1416 BRICK PAVERS												
	CCDC	GMP2	Brick Unit Pavers Patch Back	1 ls	5,000	-	5,000	100%	-	-	-	5,000
					5,000	-	5,000					5,000
32-1613 CURB & GUTTER												
	CCDC	GMP3	6" Vertical Curb	226 lf	9,944	-	9,944	-	100%	-	-	9,944
	CCDC	GMP3	Curb and Gutter	1,459 lf	54,951	-	54,951	-	100%	-	-	54,951
	CCDC	GMP3	Valley Gutter 24"	724 lf	27,190	-	27,190	-	100%	-	-	27,190
	CCDC	GMP3	Median Curb 8"	61 lf	5,002	-	5,002	-	100%	-	-	5,002
	CCDC	GMP3	Median Curb Infill	188 lf	1,410	-	1,410	-	100%	-	-	1,410
	CCDC	GMP2	6" Vertical Curb	885 lf	38,940	38,940	-	90%	10%	-	-	35,046
	CCDC	GMP2	Curb and Gutter	97,990 lf	97,990	97,990	-	90%	10%	-	-	88,901
	CCDC	GMP2	Valley Gutter 24"	1,710 lf	64,125	64,125	-	90%	10%	-	-	57,713
	CCDC	GMP2	Valley Gutter 36"	25 lf	1,369	1,369	-	90%	10%	-	-	1,222
	CCDC	GMP2	Median Curb 8"	335 lf	27,470	27,470	-	75%	25%	-	-	20,403
	CCDC	GMP2	Median Curb Infill	875 lf	6,563	6,563	-	75%	25%	-	-	4,922
					334,614	334,614	-					297,614
32-1623 SIDEWALKS												
	CCDC	GMP3	Concrete Drive Approach	1,764 sf	13,230	-	13,230	-	100%	-	-	13,230





# LINEN BLOCKS ON GROVE STREET CONSTRUCTION BUDGET

				FUNDING SOURCE		FISCAL YEAR FORECAST						
TYPE	FUNDING	PHASE	DESCRIPTION	QTY	TOTAL	ACHD	CCDC	9/30/2023	2023	2024	2023	2024
						TOTAL	TOTAL		ACHD	CCDC	2023	2024
	CCDC	CAMP 3	Concrete 5' Sidewalk	25,422 sf	184,310	-	184,310	100%	-	-	-	184,310
	CCDC	CAMP 3	Truncated Domes Radius	482 sqft	53,020	-	53,020	100%	-	-	-	53,020
	CCDC	CAMP 2	Concrete Drive Approach	9,140 sf	68,550	-	68,550	90%	10%	-	61,695	6,855
	CCDC	CAMP 2	Concrete 5' Sidewalk	32,530 sf	235,843	-	235,843	90%	10%	-	212,259	23,584
	CCDC	CAMP 2	Truncated Domes	370 sqft	33,300	-	33,300	80%	20%	-	26,640	6,660
	CCDC	CAMP 2	Truncated Domes Radius	430 sqft	47,300	-	47,300	80%	20%	-	37,840	9,460
	CCDC	CAMP 3	Bike Lane Concrete Paving (5' Colored)	6,234 sf	74,808	-	74,808	100%	-	-	-	74,808
	CCDC	CAMP 3	Bike Lane Concrete Paving (6' Colored)	341 sf	4,433	-	4,433	100%	-	-	-	4,433
	CCDC	CAMP 3	Decorative Saw Cutting	4,000 lf	40,500	-	40,500	100%	-	-	-	40,500
	CCDC	CAMP 2	Bike Lane Concrete Paving (5' Colored)	10,990 sf	127,080	-	127,080	90%	10%	-	114,372	12,708
	CCDC	CAMP 2	Bike Lane Concrete Paving (6' Colored)	1,250 sf	16,250	-	16,250	90%	10%	-	14,625	1,625
	CCDC	CAMP 2	Decorative Saw Cutting	15,000 lf	101,250	-	101,250	75%	25%	-	75,938	25,313
					999,874	-	999,874	-	-	-	543,348	456,526
32-1723			PAVEMENT MARKINGS			-	-	100%	-	-	-	-
	ACHD	CAMP 3	Bike w/Arrow (Black Box w/ With Symbol) (Paint)	11 ea	4,312	4,312	-	100%	-	-	4,312	-
	ACHD	CAMP 3	Green Bike Lane 24' X 60' (Thermal)	460 sqft	6,440	6,440	-	100%	-	-	6,440	-
	ACHD	CAMP 3	ADA Stail	3 ea	720	720	-	100%	-	-	720	-
	ACHD	CAMP 3	4" Yellow Striping w/ Black (Tape)	1,148 lf	22,960	22,960	-	100%	-	-	22,960	-
	ACHD	CAMP 3	4" White Striping (Paint)	1,407 lf	704	704	-	100%	-	-	704	-
	ACHD	CAMP 3	Thermoplastic Stop Bar w/ Black (Thermal)	276 sqft	2,484	2,484	-	100%	-	-	2,484	-
	ACHD	CAMP 3	Yield Triangle w/ Black (Thermal)	11 ea	550	550	-	100%	-	-	550	-
	ACHD	CAMP 3	8" White Thermal w/ Contrast at Bike Lane Crosswalks (Thermal)	219 sf	1,971	1,971	-	100%	-	-	1,971	-
	ACHD	CAMP 3	Blue Cuts for ADA Stals (Paint)	76 lf	76	76	-	100%	-	-	76	-
	ACHD	CAMP 3	Bike Lane Yield (Thermal)	12 ea	600	600	-	100%	-	-	600	-
	ACHD	CAMP 3	White Skip Line 8' x 2' x Skip 6' (Tape)	165 lf	78	78	-	100%	-	-	78	-
	ACHD	CAMP 3	Thermoplastic Crosswalk Bar w/ Black (Thermal)	846 sqft	7,614	7,614	-	100%	-	-	7,614	-
	ACHD	CAMP 2	Bike w/Arrow (Black Box w/ With Symbol) (Paint)	11 ea	4,312	4,312	-	80%	20%	3,450	840	-
	ACHD	CAMP 2	Green Bike Lane 24' X 60' (Thermal)	730 sqft	10,500	10,500	-	80%	20%	8,400	2,100	-
	ACHD	CAMP 2	ADA Stail	4 ea	960	960	-	80%	20%	768	192	-
	ACHD	CAMP 2	4" Yellow Striping w/ Black (Tape)	1,440 lf	32,800	32,800	-	80%	20%	26,240	6,560	-
	ACHD	CAMP 2	4" White Striping (Paint)	1,895 lf	948	948	-	80%	20%	758	190	-
	ACHD	CAMP 2	Thermoplastic Stop Bar w/ Black (Thermal)	476 sqft	4,284	4,284	-	80%	20%	3,427	857	-
	ACHD	CAMP 2	Yield Triangle w/ Black (Thermal)	16 ea	800	800	-	80%	20%	640	160	-
	ACHD	CAMP 2	8" White Thermal w/ Contrast at Bike Lane Crosswalks (Thermal)	122 sf	1,098	1,098	-	80%	20%	878	220	-
	ACHD	CAMP 2	Blue Cuts for ADA Stals (Paint)	130 lf	130	130	-	80%	20%	104	26	-
	ACHD	CAMP 2	Bike Lane Yield (Thermal)	18 ea	900	900	-	80%	20%	720	180	-
	ACHD	CAMP 2	White Skip Line 8' x 2' x Skip 6' (Tape)	153 lf	77	77	-	80%	20%	62	15	-
	ACHD	CAMP 2	Thermoplastic Crosswalk Bar w/ Black (Thermal)	1,170 sqft	10,330	10,330	-	80%	20%	8,424	2,106	-
					115,848	115,848	-	-	53,871	61,977	-	-
32-8000			IRRIGATION			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Irrigation	0 ls	36,300	-	36,300	100%	-	-	-	36,300
	CCDC	CAMP 2	Irrigation	1 ls	121,000	-	121,000	100%	-	-	-	121,000
	CCDC	CAMP 3	Irrigation Sleeves	0 ls	9,976	-	9,976	100%	-	-	-	9,976
	CCDC	CAMP 2	Irrigation Point of Connections	1 ea	19,746	-	19,746	100%	-	-	19,746	-
	CCDC	CAMP 2	Irrigation Sleeves	1 ls	33,253	-	33,253	90%	10%	29,928	3,325	-
					220,275	-	220,275	-	-	-	49,674	170,601
32-8200			IRRIGATION PUMPS			-	-	100%	-	-	-	-
	CCDC	CAMP 2	Irrigation Pump Electrical	1 ls	15,746	-	15,746	100%	-	-	15,746	-
	CCDC	CAMP 2	Irrigation Booster Pump	1 ea	18,855	-	18,855	100%	-	-	18,855	-
					34,601	-	34,601	-	-	-	34,601	-
32-9100			LANDSCAPING			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Trees	69 ea	110,400	-	110,400	100%	-	-	-	110,400
	CCDC	CAMP 3	Shrubs	122 ea	12,200	-	12,200	100%	-	-	-	12,200
	CCDC	CAMP 3	Perennials and Grasses	5,814 ea	279,072	-	279,072	100%	-	-	-	279,072
	CCDC	CAMP 3	Trees Stabilization	69 ea	12,400	-	12,400	100%	-	-	-	12,400
	CCDC	CAMP 3	Maintenance (12 month)	0 ls	1,763	-	1,763	100%	-	-	-	1,763
	CCDC	CAMP 2	Trees	82 ea	131,200	-	131,200	100%	-	-	-	131,200
	CCDC	CAMP 2	Shrubs	638 ea	63,800	-	63,800	100%	-	-	-	63,800
	CCDC	CAMP 2	Perennials and Grasses	8,064 ea	387,072	-	387,072	100%	-	-	-	387,072
	CCDC	CAMP 2	Trees Stabilization	82 ea	14,760	-	14,760	100%	-	-	-	14,760
	CCDC	CAMP 2	Maintenance (12 month)	1 ls	7,050	-	7,050	100%	-	-	-	7,050
					1,019,737	-	1,019,737	-	-	-	-	1,019,737
32-9119			Landscape Grading/Topsoil			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Landscape Bed Excavation and Import of Soil 2ft Depth	643 cy	52,334	-	52,334	100%	-	-	-	52,334
	CCDC	CAMP 2	Landscape Bed Excavation and Import of Soil 2ft Depth	970 cy	78,948	-	78,948	80%	20%	-	63,158	15,790
					131,282	-	131,282	-	-	-	63,158	68,124
32-9313			GROUND COVERS			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Ground Covering	8,684 sf	10,480	-	10,480	100%	-	-	-	10,480
	CCDC	CAMP 2	Ground Covering	13,091 sf	16,100	-	16,100	100%	-	-	-	16,100
					26,780	-	26,780	-	-	-	-	26,780
32-9443			TREE GRATES/FRAMES			-	-	100%	-	-	-	-
	CCDC	CAMP 3	4x8 Frame Install (C/C/C/C/C)	1 ea	300	-	300	100%	-	-	-	300
	CCDC	CAMP 3	Urban Accessories Freight	1 ea	1,500	-	1,500	100%	-	-	-	1,500
	CCDC	CAMP 3	4x8 Frame (C/C/C/C/C)	1 ea	600	-	600	100%	-	-	-	600
	CCDC	CAMP 3	4x8 Silva Grate	1 ea	1,884	-	1,884	100%	-	-	-	1,884
					4,284	-	4,284	-	-	-	-	4,284
32-9446			TREE GRIDS (SILVA CELL)			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Silva Cell 2x Unit	457 ea	412,030	-	412,030	100%	-	-	-	412,030
	CCDC	CAMP 2	Silva Cell 2x Unit	967 ea	871,844	-	871,844	90%	10%	-	784,660	87,184
					1,283,874	-	1,283,874	-	-	-	784,660	499,214
33-4000			STORMWATER DRAINAGE			-	-	100%	-	-	-	-
	CCDC	CAMP 2	Seepage Beds	334 cyds	26,957	-	26,957	100%	-	-	-	26,957
					26,957	-	26,957	-	-	-	26,957	-
33-4211			STORMWATER RIPING			-	-	100%	-	-	-	-
	CCDC	CAMP 3	12" Storm Drain	288 lf	27,792	-	27,792	100%	-	-	-	27,792
	CCDC	CAMP 3	24" Storm Drain	103 lf	36,668	-	36,668	100%	-	-	-	36,668
	CCDC	CAMP 3	48" x 6' Storm Man Hole	1 ea	3,730	-	3,730	100%	-	-	-	3,730
	CCDC	CAMP 3	60" x 8' Storm Man Hole	3 ea	17,070	-	17,070	100%	-	-	-	17,070
	CCDC	CAMP 3	Dewatering	1 allow	10,000	-	10,000	100%	-	-	-	10,000
	CCDC	CAMP 3	Removal of Old Storm Drain Main	0 ls	35,080	-	35,080	100%	-	-	-	35,080
	CCDC	CAMP 2	30" Storm Drain	1,863 lf	594,297	-	594,297	100%	-	-	594,297	-
	CCDC	CAMP 2	48" Storm Drain	122 lf	105,652	-	105,652	100%	-	-	105,652	-
	CCDC	CAMP 2	12" Storm Drain	1,060 lf	102,290	-	102,290	100%	-	-	102,290	-
	CCDC	CAMP 2	24" Storm Drain	30 lf	10,680	-	10,680	100%	-	-	10,680	-
	CCDC	CAMP 2	48" x 6' Storm Man Hole	8 ea	29,840	-	29,840	100%	-	-	29,840	-
	CCDC	CAMP 2	60" x 8' Storm Man Hole	11 ea	62,590	-	62,590	100%	-	-	62,590	-
	CCDC	CAMP 2	84" x 10' Storm Man Hole	3 ea	36,900	-	36,900	100%	-	-	36,900	-
	CCDC	CAMP 2	Pump Tie in on 12th Street	1 ea	1,870	-	1,870	100%	-	-	1,870	-
	CCDC	CAMP 2	Dewatering	1 allow	10,000	-	10,000	100%	-	-	10,000	-
	CCDC	CAMP 2	Removal of Old Storm Drain Main	1 ls	116,932	-	116,932	100%	-	-	116,932	-
					1,201,391	-	1,201,391	-	-	-	1,091,081	130,340
33-4233			STORMWATER DROP INLETS			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Drop Inlet Frame and Grate Silva Cells Type I	16 ea	32,000	-	32,000	100%	-	-	-	32,000
	CCDC	CAMP 3	Drop Inlet Frame and Grate Silva Cells Type II	3 ea	8,250	-	8,250	100%	-	-	-	8,250
	CCDC	CAMP 2	Drop Inlet Frame and Grate Silva Cells Type I	17 ea	34,000	-	34,000	80%	20%	-	27,200	6,800
	CCDC	CAMP 3	Drop Inlet Frame and Grate Silva Cells Type II	23 ea	63,250	-	63,250	80%	20%	-	50,600	12,650
					137,500	-	137,500	-	-	-	77,800	59,700
33-8000			COMMUNICATION UTILITIES			-	-	100%	-	-	-	-
	CCDC	CAMP 3	Fiber Vault Large Install	2 ea	17,090	-	17,090	100%	-	-	-	17,090
	CCDC	CAMP 3	Fiber Vault Small Install	1 ea	4,911	-	4,911	100%	-	-	-	4,911
	CCDC	CAMP 3	Fiber Vault Large Supply	2 ea	16,014	-	16,014	100%	-	-	-	16,014
	CCDC	CAMP 3	Fiber Vault Small Supply	1 ea	2,407	-	2,407	100%	-	-	-	2,407
	CCDC	CAMP 2	Fiber Vault Large Install	5 ea	42,724	-	42,724	90%	10%	-	38,452	4,272
	CCDC	CAMP 2	Fiber Vault Small Install	4 ea	19,642	-	19,642	90%	10%	-	17,678	1,964
	CCDC	CAMP 2	Fiber Vault Large Supply	1 ea	8,007	-	8,007	100%	-	-	8,007	-
	CCDC	CAMP 2	Fiber Vault Small Supply	4 ea	10,507	-	10,507	100%	-	-	10,507	-
					121,622	-	121,622	-	-	-	74,643	46,979
34-4000			TRANSPORTATION SIGNALING			-	-	100%	-	-	-	-
	ACHD	CAMP 3	Trenching	700 lf	23,908	23,908	-	100%	-	-	23,908</	



# LINEN BLOCKS ON GROVE STREET CONSTRUCTION BUDGET

						FUNDING SOURCE		FISCAL YEAR FORECAST					
TYPE	FUNDING	PHASE	DESCRIPTION	QTY	TOTAL	ACHD	CCDC	9/30/2023		ACHD		CCDC	
						TOTAL	TOTAL	2023	2024	2023	2024	2023	2024
ATTORNEY	CCDC	CMP 3	Signal Install	1 ea	152.137	-	152.137	100%	-	-	-	-	152.137
	ACHD	CMP 3	Signal Interconnect	1 ls	27.194	27.194	-	100%	-	-	27.194	-	-
	ACHD	CMP 3	Signal Pole Base Type A 2x5 (Excavation/Backfill + Pour)	6 ea	8.099	8.099	-	100%	-	-	8.099	-	-
	CCDC	CMP 3	Signal Pole Base Type D 3x9 (Excavation/Backfill + Pour)	9 ea	28.786	-	28.786	100%	-	-	-	-	28.786
	ACHD	CMP 2	ACHD Signal Equipment 13th and Grove	1 ea	99.894	99.894	-	100%	-	99.894	-	-	-
	ACHD	CMP 2	ACHD Signal Equipment 10th and Grove	1 ea	87.111	87.111	-	100%	-	87.111	-	-	-
	CCDC	CMP 2	Signal Conduit	1 ls	157.147	-	157.147	100%	-	-	-	157.147	-
	CCDC	CMP 2	Signal Demo	1 ea	38.005	-	38.005	100%	-	-	-	38.005	-
	CCDC	CMP 2	Signal Install	1 ea	152.137	-	152.137	75%	25%	-	-	114.103	38.034
	ACHD	CMP 3	Signal Interconnect	1 ls	135.948	135.948	-	100%	-	135.948	-	-	-
	ACHD	CMP 3	Signal Pole Base Type A 2x5 (Excavation/Backfill + Pour)	8 ea	10.799	10.799	-	100%	-	10.799	-	-	-
	CCDC	CMP 2	Signal Pole Base Type D 3x9 (Excavation/Backfill + Pour)	7 ea	22.389	-	22.389	100%	-	-	-	22.389	-
					1,279.108	643.358	635.750			333.772	309.586	331.644	304.106
TOTAL					13,180,552	3,276,047	9,904,505	45	154	1,628,964	1,647,083	5,489,662	4,414,844
CMGC FEE				8.00%	1,054,444	262,084	792,360			130,317	131,267	439,173	353,187
					14,234,996	3,538,130	10,696,864			1,759,281	1,778,350	5,928,835	4,768,031
CONTINGENCY				4.00%	569,400	141,825	427,575			70,371	71,154	237,153	190,721
					14,804,396	3,679,954	11,124,740			1,829,652	1,850,004	6,165,988	4,958,752
BOND					93,268	23,182	70,086			11,527	11,655	38,846	31,240
TOTAL					\$ 14,897,664	\$ 3,702,837	\$ 11,194,826			\$ 1,841,179	\$ 1,861,659	\$ 6,204,834	\$ 4,989,993
						TOTAL	TOTAL	9/30/2023		ACHD		CCDC	
PROJECT TOTAL						ACHD	CCDC	2023	2024	2023	2024	2023	2024





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## AGENDA BILL

<b>Agenda Subject:</b> Approval of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Amy Fimbel, Project Manager  Kathy Wanner, Contracts Manager	<b>Attachments:</b> 1. Resolution 1804 2. Amendment No. 2 to CM/GC Agreement with Guho Corp.	
<b>Action Requested:</b> Adopt Resolution 1804 approving and authorizing the execution of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.		

### Fiscal Notes:

Amendment No. 2 approves a \$10,213,639 Guaranteed Maximum Price (GMP) for construction of the full improvements on Grove St between 9th and 14th Streets as part of the Agency's Linen Blocks on Grove Street Streetscape Improvements Project. Ada County Highway District (ACHD) has committed to fund \$3,702,837 of project costs per the terms of an interagency cost-share agreement with the remainder being funded by the Agency. The project's FY2023 budget and forecasted FY2024 budget sufficiently fund these construction costs.

### Background:

The Agency is undertaking several large-scale projects originating from a multi-year planning effort with ACHD and the City of Boise. Those projects include:

- Grove Street Sewer Main Line Upgrade and Utility Relocation
- ACHD roadway reconstruction from 9th Street to 16th Street
- CCDC Streetscape and Bikeway Improvements from 10th Street to 16th Street
- Linen Blocks on Grove Street Public Art in partnership with Boise Arts & History

Construction of these projects is known as Rebuild Linen Blocks on Grove Street.

By taking a coordinated approach to what would be multiple projects, Rebuild Linen Blocks on Grove Street reduces disruption to downtown daily life and minimizes delays. This project will create a multi-modal corridor along Grove St from 9th St to 16th St with upgraded streetscapes, protected bike lanes, new concrete roadway and stormwater improvements in partnership with ACHD, public utility upgrades, placemaking and public art, and public space elements per the recommendations of the 2021 Visioning Report.

Construction of the Linen Blocks on Grove Street Streetscape Improvement Project began in November 2022 with construction services for the Grove Street Sewer Main Line Upgrade

element of the project. Amendment No. 2 represents construction of the full improvements on Grove St between 9th and 14th Streets.

The CM/GC construction delivery method is a two-stage process. In the initial CM stage, Guho provided construction management services for the project, including estimating, scheduling, and constructability review, traffic control planning, pedestrian and bicycle detour planning, and project bidding. In October 2022, the Board approved Resolution 1766 authorizing Amendment 1 for the construction services for the Grove Street Sewer Main Line Upgrade advancing the project into the General Contractor construction stage. Once the design professionals completed the remaining construction documents, Guho put the work out for competitive bidding and is now required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code § 54-4511. Agency staff was present for bid openings. With Board approval of Resolution 1804, Guho Corp. will begin awarding subcontracts and start this next phase of construction.

#### Public Outreach and Next Steps

As the project moves towards construction, continued public outreach is of paramount importance. The Agency and Guho have been door knocking and establishing contacts with all property owners and businesses along Grove Street. We had two pre-construction meetings for business and property owners on November 3 and December 20 at which CCDC shared project information and what to expect during construction. Mailers were sent out November 7 to all addresses within a two-block radius of the project. We have also been coordinating messaging with ACHD, the City of Boise, and the Downtown Boise Association (DBA) to help amplify our communication. The following are ways we are keeping the public informed:

- Weekly [website](#) updates
- [Project flyer](#)
- Mailers
- Weekly construction emails with detour updates
- Social media campaigns
- Coordinated messaging through ACHD
- DBA support
- Phone contacts for questions: Amy Fimbel, CCDC Project Manager, (208) 319-1218  
Anthony Guho, Guho Project Manager, (208) 939-8850

#### **Staff Recommendation:**

Agency staff recommends the Agency Board adopt Resolution 1804 approving Amendment No. 2 to the CM/GC contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.

#### **Suggested Motion:**

I move to adopt Resolution 1804 approving and authorizing the execution of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project.

## RESOLUTION NO. 1804

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 AMENDMENT NO. 2 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP.; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to the public right-of-way of Grove Street between 9th Street and 16th Street, in downtown Boise, to wit: making changes to the sidewalk layout; adding raised and separated bicycle facilities; adding typical streetscape improvements; installing green stormwater infrastructure; adding raised

intersections; and reconstructing curbs, gutters, and sidewalks, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the large geographic area of improvements, the number of active businesses on Grove Street, and the need to coordinate with other active construction projects and adjacent private development projects, the Agency determined that the best approach for construction of the improvements was to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, upon approval of Resolution No. 1726 by its Board of Commissioners on October 11, 2021, the Agency entered into a CM/GC Agreement with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvements Project ("Project") using the CM/GC construction delivery method; and,

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement should be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details including procurement of long lead-time materials and buy-out of subcontracts; and,

WHEREAS, on October 10, 2022, the Agency Board of Commissioners adopted Resolution No. 1766 approving and authorizing the Executive Director to execute "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to establish a Guaranteed Maximum Price (GMP) for the initial phase of construction services for the Project; and,

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, to increase the GMP by TEN MILLION TWO HUNDRED THIRTEEN THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS (\$10,213,639) to include all costs associated with the construction of the Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 2 and to authorize the Agency's 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 Amendment No. 2 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 2 to the Construction Manager / General Contractor construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to TEN MILLION

SEVEN HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS (\$10,770,823).

Section 4: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 4% of that amount for contingencies if determined necessary in his best judgment.

Section 5: 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 January 11, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary

**AMENDMENT NO. 2 TO THE  
STANDARD AGREEMENT AND GENERAL CONDITIONS  
BETWEEN OWNER AND CONSTRUCTION MANAGER  
(WHERE THE CM IS AT-RISK)**

DATED \_\_\_\_\_, 2023

Pursuant to Section 7.5 of the Agreement dated December 9, 2021, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvement Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

**ARTICLE 1 GUARANTEED MAXIMUM PRICE**

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, including Amendment No. 1 dated October 10, 2022, is TEN MILLION SEVEN HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS (\$10,770,823).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement.

EXHIBIT A:	Assumptions and Clarifications (9 pages)
EXHIBIT B:	Schedule of Values (4 pages)
EXHIBIT C:	Allowances (1 page)
EXHIBIT D:	General Conditions (1 page)
EXHIBIT E:	Subcontracts, Purchase Orders and Statement of Self-Performed Work (2 pages)
EXHIBIT F:	Schedule (4 pages)
EXHIBIT G:	Drawing Log (1 page)
EXHIBIT H:	List of Specifications from Project Manual dated October 28, 2022 (1 page)

**ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the Work is December 29, 2023.

**ARTICLE 3 DATE OF FINAL COMPLETION**

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

**STANDARD AGREEMENT AND GENERAL CONDITIONS  
BETWEEN OWNER AND CONSTRUCTION MANAGER  
DATED DECEMBER 9, 2021**

The following Sections in the Standard Agreement and General Conditions between the Owner and Construction Manager are updated and amended as described below.

**SECTION 3.19 PERMITS AND TAXES**

Section 3.19 is hereby amended as follows:

Add Section 3.19.1.1 The Construction Manager shall be responsible for the following permits and fees: City of Boise Grading and Drainage permit, City of Boise Erosion and Sediment Control permit, and ACHD Temporary Highway and Public Right-of-Way Use permit.

[End of Amendment No. 2 | *Signatures appear on the following page.*]



IN WITNESS WHEREOF, OWNER AND CONSTRUCTION MANAGER have executed this Agreement with an effective date as first written above.

**OWNER: Capital City Development Corporation**

BY: \_\_\_\_\_  
John Brunelle, Executive Director

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Mary Watson, General Counsel

**CONSTRUCTION MANAGER: Guho Corp.**

BY: \_\_\_\_\_  
Anthony Guho, Vice President

Date: \_\_\_\_\_

**END OF DOCUMENT**

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	20006
PO #	220030
GMP 2 Completion	December 29, 2023
Contract Term	April 30, 2024



## **Linen Blocks on Grove Street GMP 2**

### **EXHIBIT A: ASSUMPTIONS AND CLARIFICATIONS**

#### **General Conditions:**

- Working Hours 6am to 6 pm Monday – Friday
- Parking Passes provided by CCDC for trade parking
- Orange Fence perimeter fencing during construction

#### **01-2100 Allowances**

- Cold Weather Allowance- \$50,000
  - Blankets, Concrete Additive Mixtures, Ground Heaters
- Unsuitable Soils Road Section- 1000 cyds
- Unsuitable Soils Sidewalk Sections- 500 cyds
- Unsuitable Backfill- 900 cyds for Storm Drain Backfill export and import if existing soils are not suitable for backfill
- City of Boise Permit Fees
  - Design Review fees of \$16,132
  - Grading and Drainage Permit based on a Permitted Value of \$5.07 million
- Idaho Power New Service Fee Allowance \$30,000
- Relocation of Utilities Allowances \$75,000

#### **01-4123 Permits**

- ACHD Permit Fees \$85/ day for the duration of the project (365 days)
- Credit days for the ACHD portion of work (120 days)

#### **01-4523 Testing and Inspections**

- Allowance for 3<sup>rd</sup> Party Testing and Inspections
  - Subgrade inspections for sidewalk and road
  - Silva Cell Sub Base, Base, Backfill and Top Base Course Inspections
  - Testing for Compaction of Trench Backfill
  - Compaction Testing on Aggregate Base Course
  - Concrete Rebar Inspections for Structural Foundations
  - Concrete Cylinders for Structural Foundations
  - Concrete Air and Slump Test on Sidewalks and Curb and Gutter
  - Strength Cylinders Concrete Air and Slump Test on Concrete Paving
    - Additional Cylinders for Early Strength Paving Areas

#### **01-5200 Construction Facilities**

- Job Trailer with Meeting Room Setup with Audio/Video Conferencing Hardware to conduct meeting with remote team members



## **Linen Blocks on Grove Street GMP 2**

- Generator Electric Power until a temp electrical service can be established
- Relocate Job Trailer when the private development starts on 11<sup>th</sup> and Grove
- Portable Toilets at Job Trailer and on street

### **01-5400 Construction Aid**

- General Laborer Allowance to be used for small tasks as needed, traffic control, signage install, cleanup, public relations items.

### **01-5526 Traffic Control**

- Phase 1- GMP 1 Sewer Install
- Phase 2- 11<sup>th</sup> to 9<sup>th</sup> Streets Streetscapes
  - Local Access to Condo Parking Garage and Hotel43/Chandlers and Surface Parking Lots
    - No Access during Concrete Paving (4 weeks)
    - CCDC to provide Garage Parking for displaced stall
    - No Cost included in GMP for Lost Parking Revenue
  - Phasing break at CCDC Garage Exit, allows for 1 lane of egress at all times
  - Full Closure of 10<sup>th</sup> and Grove Intersection
    - Intersection will function as a 4-way Stop until Signal Components Arrive
- Phase 3 12<sup>th</sup> to 11<sup>th</sup> Streets Streetscapes
  - Full closure of 12<sup>th</sup> and Grove intersection
    - Intersection will function as a 4-way Stop until the signal is complete
  - Opening of 11<sup>th</sup> Street June 2023
- Phase 4 Utility Install 12<sup>th</sup> to 15<sup>th</sup> Streets
  - Storm Drain Mainline Install
  - Full Road Closures on Grove Street from 12<sup>th</sup> street to 15<sup>th</sup> street.
    - Single Block + Intersection rolling closures
  - Full Closure for Intersection Crossings (2 weeks) 12<sup>th</sup>, 13<sup>th</sup>, 14, and 15<sup>th</sup> Streets
- Phase 5 12<sup>th</sup> to 13<sup>th</sup> Street Streetscapes
  - Grove St closed between 13<sup>th</sup> and 12<sup>th</sup> St
  - East side of 13<sup>th</sup> St intersection will be closed
    - Northbound lane on 13<sup>th</sup> closed
    - South bound lane remains open through this phase
    - Signals removed and, stop signs put in place for south bound 13<sup>th</sup> traffic and east bound Grove St traffic
  - Development to allow for streetscapes improvements on south side of Grove starting July 1 2023



## **Linen Blocks on Grove Street GMP 2**

- Once complete utilize south side bike lanes for Ped detours during north construction.
- Phase 6 13<sup>th</sup> to 14<sup>th</sup> Streetscapes
  - Grove St. Closed between 13<sup>th</sup> and 14<sup>th</sup>
  - West side of 13<sup>th</sup> St intersection will be closed
    - South bound lane on 13<sup>th</sup> closed
    - North bound lane remains open through this phase
    - Signals removed and, stop signs put in place for north bound 13<sup>th</sup> traffic and west bound Grove St traffic.
  - Full closure of 14<sup>th</sup> and Grove intersection
  - 13<sup>th</sup> and Grove intersection will function as a 4 way stop until signals arrive
  - Limited, one-way Access to Modern Hotel during construction
    - No access during concrete paving, 4 weeks
    - No cost included in the GMP for lost parking
- Bike Detours
  - Detours Bikes around the entire project

### **01-5529 Staging Area**

- Renting 8 parking Spots in the 11<sup>th</sup> and Grove Parking Lot January to May
- Relocation in May of 2023 or when development starts on Pennbridge development.

### **01-56000 Temp Barriers and Enclosures**

- Temporary orange fencing 4' tall with concrete base
- Ada walls

### **01-5713 Erosion/Sediment Control (SWPPP)**

- Storm Water Pollution Prevention Plan and eNOI files
- Maintain SWPPP and perform inspections as required
- Drop Inlet Protection in existing Di's
- Drop Inlets Protection in new Di's
- SWPPP Allowance \$12,500
  - No Waddle or Silt fence at the perimeter
  - No track out pads
  - Road Sweeping as necessary to contain track out
  - No Dewatering Permit Requirements

### **01-5800 Project Signage**

- Rental of Wind signs for Sidewalk Public Notices and Maps



## **Linen Blocks on Grove Street GMP 2**

### **01-7413 Waste Management**

- Dump Trailer/Dumpster for construction trash

### **02-2100 Survey**

- Survey and Construction Staking
- Reset Survey Monuments in Road Paving 6 ea
- Does not include resetting of property pins, these to remain and protect
- Total Station/GPS + Data Collector- Survey Equipment Rental for use during the duration of the project for as-built points, layout, grade checking, and survey of differing conditions for RFIs.

### **02-4113 Demo Site**

- Demo of existing asphalt road
  - Assumed depth of 4-14"
  - No Concrete and/CRABs base
- Sidewalk Demo
  - Saw Cut along existing hard tie in
  - Concrete Sidewalks 4-6" thick unreinforced concrete
  - If Buildings extend into ROW neat sawcut and leave existing conditions
- Removal of Trees and existing Landscaping

### **12-1000 ART**

- Allowance to Refurbish Neon Signs \$85,000 to working condition
- Structural Steel Post for Neon Signs
  - 8" HSS Tube Steel with Handhole
- Billboard Sign
  - New Electrical Service Cabinet
  - Reconfigure Electrical connections for new service
- Art Port Foundations
  - Install (2) Art Port foundations with Anchor Bolts and Stainless-Steel Base Plate.
  - Neat Excavate round foundation and dirt pour concrete foundation, cap with Architectural finished Square Cap
  - Install Up lighting
- Neon Sign Foundation
  - Install (6) neon sign foundations with Anchor Bolts
  - Neat Excavate round foundation and dirt pour concrete foundation, form and finish top 12"
- Bike Trio



## **Linen Blocks on Grove Street GMP 2**

- Remove and Reinstall Existing Bike Trio
- Provide thickened Concrete Foundation

### **12-9300 Site Furnishings**

- Concrete Benches budget to custom precast benches with formed concrete surface finish and chamfered edges (8ea)
- Metal Railings at Trees
  - Custom Fabrication by KB Welding
  - Provide Metal Railings for Trees at Private t-4 Agreement Developments, delivered to CCDC Storage Lot
  - Not Responsible for chipping or spalling of concrete edge during anchor install

### **26-5613 Light Poles and Standards**

- Electrical Service Cabinets are long lead times (9 months), and does not include temp cabinet or services
- Conduits may be joint trenches with Silva Cell Backfill, City Fiber or ACHD Interconnect

### **31-2000 Excavation**

- Excavation to subgrade only
- Sidewalk Excavation depth at 0.5ft max
- Excavation for 21" Section at 14<sup>th</sup> Street intersection for Asphalt Section

### **31-2317 Trenching**

- Joint Trench for Fiber, Electrical Conduits, Irrigation, Signal, and Interconnect

### **32-0129 Asphalt Patch**

- Temp 2.5" Asphalt Patch for areas where Storm Drain Install is ahead of streetscapes improvements

### **32-1100 Base Course**

- 6" Gravel Section in Concrete Paving areas
- Regrade and Prep Asphalt Transition Areas
  - Does not include replaced asphalt section in transition areas
- New Gravel Section 21" for 14<sup>th</sup> Street Asphalt Intersection

### **32-1216 Asphalt Paving**

- 5" Asphalt Paving at transition areas at Concrete Intersections



## **Linen Blocks on Grove Street GMP 2**

- Match existing up to 3" patch back at parking lot transitions
- 5" Asphalt Paving at 14<sup>th</sup> Street Intersection
  - New Curb Design on East side
  - Old Curb Limits on West side of Intersection
  - Does not include the accessible parking stall on 14<sup>th</sup>

### **32-1313 Concrete Paving**

- Concrete Paving to have broomed Finish

### **32-1416 Brick Pavers**

- Patch back of Pavers at 9<sup>th</sup> Street

### **32-1623 Sidewalks**

- Drive Approaches at 6", (plans have them as 9" Paving)
- Decorative Saw cutting
  - Not responsible for cracking due to nonstandard angled control joint layout, or spalling/ravelling of saw joints intersection
  - 15,000 LF assumed quantity
  - Sawcuts will be several inches back from the building face due to saw blade diameter
  - Layout to be roughly followed but not exact
    - Angles to match planter beds
    - Straight Lines

### **32-1723 Pavement Markings**

- Painting of Bike Lane Markings
- Thermal Markings on Concrete Crosswalks
- Tape with Contrast on Concrete Paving Line Markings

### **32-8000 Irrigation**

### **32-8200 Irrigation Pump**

### **32-9100 Landscaping**

- Tree Selections will be identified and tagged in the Spring of 2023
- Planting will take place in fall of 2023 or later
- 12 months of Maintenance includes, water management, fertilizer, weed abatement, irrigation startup, and winterization
- Use contingency for adjustments and/or modification of landscape and irrigation at project limits



## **Linen Blocks on Grove Street GMP 2**

### **32-9119 Landscape Grading/ Topsoil**

- Excavation of Planter Bed to a depth of 24" from Finish grade
- Import of Cloverdale 1:3 Cascade Compost to Screened Topsoil

### **32-9313 Ground Covers**

- Install Weed Barrier and 3" of Bark Mulch

### **32-9446 Tree Grids (Silva Cells)**

- Using Silva Cell Soil Mix per approved mix on 11<sup>th</sup> Street Bike Lane Project
- Includes Storm Drainpipe system
- Minor adjustments to the layout to be made in the field to work around existing utilities
- Coordinate with Utility Companies for any conflicts
- Removal and disposal of abandoned water main by Viola

### **33-4000 Stormwater Drainage**

- Install Seepage Beds under Silva Cells on South block face between 10<sup>th</sup> and 11<sup>th</sup>.
- Volumes and depths per plan, free draining depth may vary may increase volumes

### **33-4211 Stormwater Piping**

- Assume no conflicts with existing utilities
- Approval of SaniTiteHP for diameters >18"
- Dewatering of ongoing flows of under 200gpm
- No Dewatering Discharge only bypass of existing flows
- Removal of Existing Storm Drain line, backfill with native soils

### **33-4233 Stormwater Drop Inlets**

### **33-8000 Communication Utilities**

- CCDC to Provide (4) Large Fiber Vaults
- Field fit vault locations based on underground conflicts

### **34-4000 Transportation Signaling**

- Signal Equipment List provided by Design team
  - Material Pricing based on 2022 ACHD cost sheets + 10%
  - Use/Sales Tax





## Linen Blocks on Grove Street GMP 2

- No Temp Signal included, a temp 4 way stop will be install if signal equipment is not available when ready.

### Coordination with External Parties/Projects

- **Veolia Water Responsibility**
  - Replacing Main per schedule
  - Working under Grove Project traffic control plans
  - Hold a Separate ACHD Permit
  - Pay traffic control that does not overlap time with other CCDC construction work
  - Temp Asphalt Patching the as required by ACHD
  - Removal of abandoned pipe as required
  - Adjustment of pipe for conflicts with new construction
  - Coordination and scheduling with Businesses for outages
  - Work Nights/Off hours if required by schedule, phasing or traffic control requirements
- **Hotel Renegade**
  - Construction of Sidewalk Streetscapes from March 2023 to May 30<sup>th</sup> 2023
  - Limited Access during Street construction
  - 12<sup>th</sup> Street Intersection Closure
- **Saratoga Apartments (12<sup>th</sup> to 13<sup>th</sup> South Side of Grove)**
  - Construction of Sidewalk Streetscapes from June 2023 to August 2023
  - Demo to Back of Curb by developer
  - Building foundation backfilled prior to June 2023
    - Removal of slurry and/or shoring
  - Construct streetscapes to the south edge of the bike lane
  - Limited Access during Street construction
  - 12<sup>th</sup> and 13<sup>th</sup> Street Intersection Closures
  - Use of South sidewalk for a pedestrian detour during the construction of North blackface improvements
  - Intersection corners to remain open for detour and/or phasing as needed
  - Developer responsible to protect Improvements
  - Concrete Sidewalk from South edge of bike lane to the south by developer Irrigation and Landscape by Developer
    - Sleeves, Mainline and Control Wire installed by CCDC project
  - CCDC Project to supply pet rail and concrete benches
- **Pennbridge Development (10<sup>th</sup> to 11<sup>th</sup> South Side of Grove)**
  - Construction of Sidewalk Streetscapes from January 2023 to June 2023



## Linen Blocks on Grove Street GMP 2

- Demo by CCDC
- Construct streetscapes to the south edge of the bike lane
- CCDC to install Seepage Beds, Silva Cells and Bike Lane
- Use of the South sidewalk for a pedestrian detour during the construction of north block face improvements
- Intersection corners to remain open for detour and/or phasing as needed
- Developer responsible to protect Improvements
- Concrete Sidewalk from the South edge of the bike lane to the south by developer Irrigation and Landscape by Developer
  - Sleeves, Mainline and Control Wire installed by CCDC project
- CCDC Project to supply pet rail and concrete benches
- CCDC to Install Art Port and up lights
- **Rebuild 11<sup>th</sup> Street Project**
  - Install of Electrical Service Cabinet
  - Install sleeves for Grove Irrigation system
  - Grove Project to install irrigation and planting on intersection planter beds
  - Opening of 11<sup>th</sup> Street by June 30<sup>th</sup>, 2023



LINEN BLOCKS ON GROVE STREET

CONSTRUCTION BUDGET

GMP 2

EXHIBIT B: SCHEDULE OF VALUES

						PHASE		
						GMP 2 (9TH TO 14TH STREETS)		
TYPE	FUNDING	PHASE	DESCRIPTION	QTY		ACHD	CCDC	TOTAL
01-2100 ALLOWANCES								
ALLOWANCE	ACHD	GMP 2	Cold Weather Concrete Allowance	1	Isum	50,000	-	50,000
ALLOWANCE	ACHD	GMP 2	Allowance Unsuitable Soils Road Section	1,000	cy	39,500	-	39,500
ALLOWANCE	CCDC	GMP 2	Allowance Unsuitable Soils Sidewalk Section	500	cy	-	23,335	23,335
ALLOWANCE	CCDC	GMP 2	Unsuitable Soil Backfill	900	cyds	-	40,500	40,500
ALLOWANCE	CCDC	GMP 2	City of Boise Permit Plan Review Fees	1	allow	-	16,132	16,132
ALLOWANCE	CCDC	GMP 2	City of Boise Permit Fees	1	allow	-	30,830	30,830
ALLOWANCE	CCDC	GMP 2	Idaho Power New Services	4	allow	-	30,000	30,000
ALLOWANCE	CCDC	GMP 2	Utility Relocations	1	allow	-	75,000	75,000
						89,500	215,797	305,297
01-3109 CONSTRUCTION MANAGER						-	-	-
	CCDC	GMP 2	Construction Manager	660	HR	-	75,563	75,563
	ACHD	GMP 2	Construction Manager	330	HR	37,782	-	37,782
						37,782	75,563	113,345
01-3111 PROJECT SUPERVISION						-	-	-
	CCDC	GMP 2	Superintendent Senior	1,452	hr	-	158,704	158,704
	ACHD	GMP 2	Superintendent Senior	726	hr	79,352	-	79,352
						79,352	158,704	238,056
01-3112 PROJECT ENGINEER						-	-	-
	CCDC	GMP 2	Project Engineer /Assistant Project Manager	660	hr	-	49,289	49,289
	ACHD	GMP 2	Project Engineer /Assistant Project Manager	330	hr	24,644	-	24,644
						24,644	49,289	73,933
01-3113 ASSISTANT SUPERINTENDENT						-	-	-
	CCDC	GMP 2	Superintendent	660	hr	-	58,859	58,859
	ACHD	GMP 2	Superintendent	330	hr	29,429	-	29,429
						29,429	58,859	88,288
01-4123 PERMITS						-	-	-
	CCDC	GMP 2	ACHD ROW Permit Fee	365	day	-	31,025	31,025
	CCDC	GMP 2	ACHD ROW Permit Fee (Credit for ACHD Scope)	(120)	day	-	(10,200)	(10,200)
						-	20,825	20,825
01-4523 TESTING AND INSPECTION SERVICE						-	-	-
ALLOWANCE	CCDC	GMP 2	Testing and Inspections	1	allow	-	66,000	66,000
ALLOWANCE	ACHD	GMP 2	Testing and Inspections	1	allow	33,000	-	33,000
						33,000	66,000	99,000
01-5200 CONSTRUCTION FACILITIES						-	-	-
	CCDC	GMP 2	Field Office Delivery/Pickup	1	ea	-	832	832
	ACHD	GMP 2	Field Office Delivery/Pickup	1	ea	416	-	416
	CCDC	GMP 2	Field Office Furniture and Technology Package	8	mth	-	3,960	3,960
	CCDC	GMP 2	Temp Power 45kw Generator w/ Fuel	8	mth	-	29,771	29,771
	CCDC	GMP 2	Job Trailer	8	mth	-	7,524	7,524
	ACHD	GMP 2	Field Office Furniture and Technology Package	4	mth	1,980	-	1,980
	ACHD	GMP 2	Temp Power 45kw Generator w/ Fuel	4	mth	14,886	-	14,886
	ACHD	GMP 2	Job Trailer	4	mth	3,762	-	3,762
	CCDC	GMP 2	Portable Toilets (3x)	12	mth	-	5,760	5,760
	ACHD	GMP 2	Portable Toilets (3x)	4	mth	1,920	-	1,920
						22,964	47,847	70,811
01-5400 CONSTRUCTION AIDS						-	-	-
	CCDC	GMP 2	General Labor	660	hr	-	27,964	27,964
	ACHD	GMP 2	General Labor	330	hr	13,982	-	13,982
						13,982	27,964	41,946
01-5526 TRAFFIC CONTROL						-	-	-
ALLOWANCE	CCDC	GMP 2	Traffic Control Road Setup/Take Down	18	ea	-	4,455	4,455
ALLOWANCE	CCDC	GMP 2	Traffic Control Road Closed (E/W)	13	mth	-	39,600	39,600
ALLOWANCE	CCDC	GMP 2	Traffic Control- Road Closed (N/S)	12	mth	-	41,580	41,580
ALLOWANCE	CCDC	GMP 2	Traffic Control Maintenance and Flagging	792	hrs	-	31,878	31,878
ALLOWANCE	CCDC	GMP 2	Traffic Control Ped Detours	24	mth	-	17,820	17,820
ALLOWANCE	ACHD	GMP 2	Traffic Control Road Setup/Take Down	9	ea	2,228	-	2,228
ALLOWANCE	ACHD	GMP 2	Traffic Control Road Closed (E/W)	7	mth	19,800	-	19,800
ALLOWANCE	ACHD	GMP 2	Traffic Control- Road Closed (N/S)	6	mth	20,790	-	20,790
ALLOWANCE	ACHD	GMP 2	Traffic Control Maintenance and Flagging	396	hrs	15,939	-	15,939
ALLOWANCE	ACHD	GMP 2	Traffic Control Ped Detours	12	mth	8,910	-	8,910
						67,667	135,333	203,000
01-5529 STAGING AREAS						-	-	-
	CCDC	GMP 2	Staging Area Rental (TBD)	5	mth	-	13,200	13,200
	CCDC	GMP 2	Staging Area Rental (11th and Grove)	3	mth	-	2,112	2,112
	ACHD	GMP 2	Staging Area Rental (TBD)	3	mth	6,600	-	6,600
	ACHD	GMP 2	Staging Area Rental (11th and Grove)	1	mth	1,056	-	1,056
						7,656	15,312	22,968
01-5600 TEMP BARRIERS AND ENCLOSURES						-	-	-
	CCDC	GMP 2	Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	1,320	ft	-	2,640	2,640
	CCDC	GMP 2	ADA Walls	396	lf	-	8,448	8,448



LINEN BLOCKS ON GROVE STREET  
CONSTRUCTION BUDGET  
GMP 2

						PHASE		
						GMP 2 (9TH TO 14TH STREETS)		
TYPE	FUNDING	PHASE	DESCRIPTION	QTY		ACHD	CCDC	TOTAL
	ACHD	GMP 2	Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	660	ft	1,320	-	1,320
	ACHD	GMP 2	ADA Walls	198	lf	4,224	-	4,224
						5,544	11,088	16,632
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)					-	-	-
ALLOWANCE	ACHD	GMP 2	SWPPP Allowance	1	allo	12,500	-	12,500
	ACHD	GMP 2	Drop Inlet Protection	42	allo	1,890	-	1,890
						14,390	-	14,390
01-5800	PROJECT SIGNAGE					-	-	-
	CCDC	GMP 2	Windsigns Bases Rental	18	ea	-	2,970	2,970
						-	2,970	2,970
01-7419	WASTE MANAGEMENT AND DISPOSAL					-	-	-
	CCDC	GMP 2	Trash Disposal	12	mth	-	6,000	6,000
						-	6,000	6,000
02-2100	SURVEY					-	-	-
	CCDC	GMP 2	Survey & Staking	1	allo	-	40,000	40,000
	CCDC	GMP 2	Total Station/GPS + Data Collector	12	mths	-	49,000	49,000
						-	89,000	89,000
02-4113	DEMO-SITE					-	-	-
	ACHD	GMP 2	Asphalt Demo (4-14" Depth)	70,740	sf	63,666	-	63,666
	CCDC	GMP 2	Streetscapes Demo (6" Depth)	91,663	sf	-	267,043	267,043
	ACHD	GMP 2	Asphalt Demo for Storm Drian Main	20,905	sf	16,724	-	16,724
						80,390	267,043	347,433
10-1400	SIGNAGE					-	-	-
	CCDC	GMP 2	Signage Package	1	lsum	-	25,865	25,865
						-	25,865	25,865
12-1000	ART					-	-	-
ALLOWANCE	CCDC	GMP 2	Neon Sign Rebuild Allowance	1	allow	-	85,000	85,000
	CCDC	GMP 2	Neon Sign Post	6	ea	-	18,000	18,000
	CCDC	GMP 2	Billboard Sign Electrical Service	1	ls	-	8,025	8,025
	CCDC	GMP 2	Billboard Sign Electrical	1	ls	-	6,500	6,500
	CCDC	GMP 2	Art Port Foundation	2	ea	-	10,000	10,000
	CCDC	GMP 2	Bike Trio Foundation	1	ea	-	2,500	2,500
	CCDC	GMP 2	Neon Sign Foundation	6	ea	-	6,000	6,000
	CCDC	GMP 2	Neon Sign Electrical	6	ea	-	64,008	64,008
	CCDC	GMP 2	Art Port Lighting	2	ea	-	23,022	23,022
	CCDC	GMP 2	Art Port Foundation Excavation	2	ea	-	3,456	3,456
	CCDC	GMP 2	Neon Sign Foundation Excavation	6	ea	-	8,639	8,639
						-	235,150	235,150
12-9300	SITE FURNISHINGS					-	-	-
	CCDC	GMP 2	Concrete Benches	8	ea	-	39,200	39,200
	CCDC	GMP 2	Bike Rack, Surface Mount, Powder Coat	32	ea	-	7,293	7,293
	CCDC	GMP 2	Bike Rack, Surface Mount Install, Powder Coat	32	ea	-	640	640
	CCDC	GMP 2	Trash Receptacle	7	ea	-	16,720	16,720
	CCDC	GMP 2	Metal Railing at Trees	43	ea	-	48,575	48,575
						-	112,428	112,428
26-5613	LIGHT POLES & STANDARDS					-	-	-
	CCDC	GMP 2	Electrical Service	3	ls	-	24,074	24,074
	CCDC	GMP 2	Streetlight Demo	1	ea	-	6,515	6,515
	CCDC	GMP 2	Light Pole Conduit and Conductors	37	ea	-	162,778	162,778
	CCDC	GMP 2	Street Light Supply and Install	37	ea	-	209,558	209,558
	CCDC	GMP 2	Light Pole Base Type A 2x5 (Excavation/Backfill + Pour)	37	ea	-	49,945	49,945
						-	452,870	452,870
31-2000	EXCAVATION					-	-	-
	ACHD	GMP 2	Road Excavation Concrete Section	705	cy	25,380	-	25,380
	CCDC	GMP 2	Sidewalk Excavation Concrete Section (0.5 ft)	1,697	cy	-	92,720	92,720
	ACHD	GMP 2	Road Excavation Asphalt Section (21") (14th Street Intersection)	370	cyds	13,320	-	13,320
						38,700	92,720	131,420
31-2317	TRENCHING					-	-	-
	CCDC	GMP 2	Joint Trenching	3,942	lf	-	134,638	134,638
						-	134,638	134,638
32-0129	ASPHALT PATCH					-	-	-
	CCDC	GMP 2	Temp Asphalt Patch Back for Utility	3,500	sqft	-	3,492	3,492
						-	3,492	3,492
32-1100	BASE COURSE					-	-	-
	ACHD	GMP 2	Concrete Road Section (6")	1,350	cyds	81,000	-	81,000
	ACHD	GMP 2	Asphalt Paving Grade Prep	6,278	sqft	12,555	-	12,555
	CCDC	GMP 2	Sidewalk Prep Section (6")	70,887	sqft	-	218,146	218,146
	CCDC	GMP 2	Curb Prep	4,794	lf	-	72,912	72,912
	ACHD	GMP 2	Asphalt Road Section (21") (14th Street Intersection)	370	cyds	22,200	-	22,200
						115,755	291,058	406,813
32-1216	ASPHALT PAVING					-	-	-



LINEN BLOCKS ON GROVE STREET

CONSTRUCTION BUDGET

GMP 2

						PHASE		
						GMP 2 (9TH TO 14TH STREETS)		
TYPE	FUNDING	PHASE	DESCRIPTION	QTY		ACHD	CCDC	TOTAL
	ACHD	GMP 2	5" Asphalt Paving	6,228	sqft	32,321	-	32,321
	ACHD	GMP 2	3" Asphalt Paving Patch Back w/ Prep	1,036	sqft	7,252	-	7,252
	ACHD	GMP 2	5" Asphalt Paving (14th Street Intersection)	5,717	sqft	29,671	-	29,671
						69,244	-	69,244
32-1313 CONCRETE PAVING						-	-	-
	ACHD	GMP 2	9" Concrete Paving w/ Reinforcing and Joint Sealants	68,380	sf	906,035	-	906,035
	ACHD	GMP 2	Paving Dowels and Tie Bars	1	ls	62,623	-	62,623
						968,658	-	968,658
32-1416 BRICK PAVERS						-	-	-
	CCDC	GMP 2	Brick Unit Pavers Patch Back	1	ls	-	5,000	5,000
						-	5,000	5,000
32-1613 CURB & GUTTER						-	-	-
	CCDC	GMP 2	6" Vertical Curb	885	lf	-	38,940	38,940
	CCDC	GMP 2	Curb and Gutter	2,510	lf	-	97,890	97,890
	CCDC	GMP 2	Valley Gutter 24"	1,710	lf	-	64,125	64,125
	CCDC	GMP 2	Valley Gutter 36"	25	lf	-	1,369	1,369
	CCDC	GMP 2	Median Curb 8"	335	lf	-	27,470	27,470
	CCDC	GMP 2	Median Curb Infill	875	lf	-	6,563	6,563
						-	236,357	236,357
32-1623 SIDEWALKS						-	-	-
	CCDC	GMP 2	Concrete Drive Approach	9,140	sf	-	68,550	68,550
	CCDC	GMP 2	Concrete 5" Sidewalk	32,530	sf	-	235,843	235,843
	CCDC	GMP 2	Truncated Domes	370	sqft	-	33,300	33,300
	CCDC	GMP 2	Truncated Domes Radius	430	sqft	-	47,300	47,300
	CCDC	GMP 2	Bike Lane Concrete Paving (5" Colored)	10,590	sf	-	127,080	127,080
	CCDC	GMP 2	Bike Lane Concrete Paving (6" Colored)	1,250	sf	-	16,250	16,250
	CCDC	GMP 2	Decorative Saw Cutting	15,000	lf	-	101,250	101,250
						-	629,573	629,573
32-1723 PAVEMENT MARKINGS						-	-	-
	ACHD	GMP 2	Bike w/Arrow (Black Box w/ With Symbol) (Paint)	11	ea	4,312	-	4,312
	ACHD	GMP 2	Green Bike Lane 24" X 60" (Thermal)	750	sqft	10,500	-	10,500
	ACHD	GMP 2	ADA Stall	4	ea	960	-	960
	ACHD	GMP 2	4" Yellow Striping w/ Black (Tape)	1,640	lf	32,800	-	32,800
	ACHD	GMP 2	4" White Striping (Paint)	1,895	lf	948	-	948
	ACHD	GMP 2	Thermoplastic Stop Bar w/ Black (Thermal)	476	sqft	4,284	-	4,284
	ACHD	GMP 2	Yield Triangle w/ Black (Thermal)	16	ea	800	-	800
	ACHD	GMP 2	8" White Thermal w/ Contrast at Bike Lane Crosswalks (Thermal)	122	sf	1,098	-	1,098
	ACHD	GMP 2	Blue Curb for ADA Stalls (Paint)	130	lf	130	-	130
	ACHD	GMP 2	Bike Lane Yield (Thermal)	18	ea	900	-	900
	ACHD	GMP 2	White Skip Line 8" x 2' x Skip 6' (Tape)	153	lf	77	-	77
	ACHD	GMP 2	Thermoplastic Crosswalk Bar w/ Black (Thermal)	1,170	sqft	10,530	-	10,530
						67,339	-	67,339
32-8000 IRRIGATION						-	-	-
	CCDC	GMP 2	Irrigation	1	ls	-	121,000	121,000
	CCDC	GMP 2	Irrigation Point of Connections	1	ea	-	19,746	19,746
	CCDC	GMP 2	Irrigation Sleeves	1	ls	-	33,253	33,253
						-	173,999	173,999
32-8200 IRRIGATION PUMPS						-	-	-
	CCDC	GMP 2	Irrigation Pump Electrical	1	ls	-	15,746	15,746
	CCDC	GMP 2	Irrigation Booster Pump	1	ea	-	18,855	18,855
						-	34,601	34,601
32-9100 LANDSCAPING						-	-	-
	CCDC	GMP 2	Trees	82	ea	-	131,200	131,200
	CCDC	GMP 2	Shrubs	638	ea	-	63,800	63,800
	CCDC	GMP 2	Perennials and Grasses	8,064	ea	-	387,072	387,072
	CCDC	GMP 2	Trees Stabilization	82	ea	-	14,760	14,760
	CCDC	GMP 2	Maintenance (12 month)	1	ls	-	7,050	7,050
						-	603,882	603,882
32-9119 Landscape Grading/Topsoil						-	-	-
	CCDC	GMP 2	Landscape Bed Excavation and Import of Soils 2ft Depth	970	cy	-	78,948	78,948
						-	78,948	78,948
32-9313 GROUND COVERS						-	-	-
	CCDC	GMP 2	Ground Covering	13,091	sf	-	16,100	16,100
						-	16,100	16,100
32-9443 TREE GRATES/FRAMES						-	-	-
						-	-	-
32-9446 TREE GRIDS (SILVA CELL)						-	-	-
	CCDC	GMP 2	Silva Cell 2x Unit	967	ea	-	871,844	871,844
						-	871,844	871,844
33-4000 STORMWATER DRAINAGE						-	-	-
	CCDC	GMP 2	Seepage Beds	334	cyds	-	26,957	26,957



LINEN BLOCKS ON GROVE STREET  
CONSTRUCTION BUDGET  
GMP 2

						PHASE		
						GMP 2 (9TH TO 14TH STREETS)		
TYPE	FUNDING	PHASE	DESCRIPTION	QTY		ACHD	CCDC	TOTAL
						-	26,957	26,957
33-4211 STORMWATER PIPING						-	-	-
	CCDC	GMP 2	30" Storm Drain	1,863	lf	-	594,297	594,297
	CCDC	GMP 2	48" Storm Drain	122	lf	-	105,652	105,652
	CCDC	GMP 2	12" Storm Drain	1,060	lf	-	102,290	102,290
	CCDC	GMP 2	24" Storm Drain	30	lf	-	10,680	10,680
	CCDC	GMP 2	48" x 6' Storm Man Hole	8	ea	-	29,840	29,840
	CCDC	GMP 2	60" x 8' Storm Man Hole	11	ea	-	62,590	62,590
	CCDC	GMP 2	84" x 10' Storm Man Hole	3	ea	-	36,900	36,900
	CCDC	GMP 2	Temp Tie in at 12th Street	1	ea	-	1,870	1,870
	CCDC	GMP 2	Dewatering	1	allow	-	10,000	10,000
	CCDC	GMP 2	Removal of Old Storm Drian Main	1	ls	-	116,932	116,932
						-	1,071,051	1,071,051
33-4233 STORMWATER DROP INLETS						-	-	-
	CCDC	GMP 2	Drop Inlet Frame and Grate Silva Cells Type I	17	ea	-	34,000	34,000
	CCDC	GMP 2	Drop Inlet Frame and Grate Silva Cells Type III	23	ea	-	63,250	63,250
						-	97,250	97,250
33-8000 COMMUNICATION UTILITIES						-	-	-
	CCDC	GMP 2	Fiber Vault Large Install	5	ea	-	42,724	42,724
	CCDC	GMP 2	Fiber Vault Small Install	4	ea	-	19,642	19,642
	CCDC	GMP 2	Fiber Vault Large Supply	1	ea	-	8,007	8,007
	CCDC	GMP 2	Fiber Vault Small Supply	4	ea	-	10,507	10,507
						-	80,880	80,880
34-4000 TRANSPORTATION SIGNALING						-	-	-
	ACHD	GMP 2	Trenching	1,309	lf	44,708	-	44,708
Allowance	ACHD	GMP 2	ACHD Signal Equipment 13th and Grove	1	ea	99,894	-	99,894
Allowance	ACHD	GMP 2	ACHD Signal Equipment 10th and Grove	1	ea	87,111	-	87,111
	CCDC	GMP 2	Signal Conduit	1	ls	-	157,147	157,147
	CCDC	GMP 2	Signal Demo	1	ea	-	38,005	38,005
	CCDC	GMP 2	Signal Install	1	ea	-	152,137	152,137
	ACHD	GMP 2	Signal Innerconnect	1	ls	135,968	-	135,968
	ACHD	GMP 2	Signal Pole Base Type A 2x5 (Excavation/Backfill + Pour)	8	ea	10,799	-	10,799
	CCDC	GMP 2	Signal Pole Base Type D 3x9 (Excavation/Backfill + Pour)	7	ea	-	22,389	22,389
						378,480	369,678	748,158
TOTAL						2,144,476	6,891,935	9,036,411
CMGC FEE				8.00%		171,558	551,355	722,913
						2,316,034	7,443,289	9,759,323
CONTINGENCY				4.00%		92,641	297,732	390,373
						2,408,675	7,741,021	10,149,696
BOND						15,175	48,768	63,943
TOTAL						2,423,850	7,789,789	\$ 10,213,639
						ACHD	CCDC	TOTAL
						GMP 2 (9TH TO 14TH STREETS)		





# **LINEN BLOCKS ON GROVE STREET GMP 2 EXHIBIT C: ALLOWANCES**

DESCRIPTION	QTY		TOTAL	GMP 2 (9TH TO 14TH STREETS)		
				ACHD	CCDC	TOTAL
Cold Weather Concrete Allowance	1	lsum	50,000	50,000	-	50,000
Allowance Unsuitable Soils Road Section	1,000	cy	39,500	39,500	-	39,500
Allowance Unsuitable Soils Sidewalk Section	500	cy	23,335	-	23,335	23,335
Unsuitable Soil Backfill	900	cyds	40,500	-	40,500	40,500
City of Boise Permit Plan Review Fees	1	allow	16,132	-	16,132	16,132
City of Boise Permit Fees	1	allow	30,830	-	30,830	30,830
Idaho Power New Services	4	allow	30,000	-	30,000	30,000
Utility Relocations	1	allow	75,000	-	75,000	75,000
Testing and Inspections	1	allow	66,000	-	66,000	66,000
Testing and Inspections	1	allow	33,000	33,000	-	33,000
Traffic Control Road Setup/Take Down	18	ea	4,455	-	4,455	4,455
Traffic Control Road Closed (E/W)	13	mth	39,600	-	39,600	39,600
Traffic Control- Road Closed (N/S)	12	mth	41,580	-	41,580	41,580
Traffic Control Maintenance and Flagging	792	hrs	31,878	-	31,878	31,878
Traffic Control Ped Detours	24	mth	17,820	-	17,820	17,820
Traffic Control Road Setup/Take Down	9	ea	2,228	2,228	-	2,228
Traffic Control Road Closed (E/W)	7	mth	19,800	19,800	-	19,800
Traffic Control- Road Closed (N/S)	6	mth	20,790	20,790	-	20,790
Traffic Control Maintenance and Flagging	396	hrs	15,939	15,939	-	15,939
Traffic Control Ped Detours	12	mth	8,910	8,910	-	8,910
SWPPP Allowance	1	allo	12,500	12,500	-	12,500
Neon Sign Rebuild Allowance	1	allow	85,000	-	85,000	85,000
ACHD Signal Equipment 13th and Grove	1	ea	99,894	99,894	-	99,894
ACHD Signal Equipment 10th and Grove	1	ea	87,111	87,111	-	87,111
<b>TOTAL ALLOWANCES</b>				<b>\$ 389,672</b>	<b>\$ 502,130</b>	<b>\$ 891,802</b>



## LINEN BLOCKS ON GROVE STREET GMP 2 EXHIBIT D: GENERAL CONDITIONS

TYPE		DESCRIPTION	QTY	GMP 2 (9TH TO 14TH STREETS)		
				ACHD	CCDC	TOTAL
01-3109		<b>CONSTRUCTION MANAGER</b>		-	-	-
		Construction Manager	660 HR	-	75,563	75,563
		Construction Manager	330 HR	37,782	-	37,782
				37,782	75,563	113,345
01-3111		<b>PROJECT SUPERVISION</b>		-	-	-
		Superintendent Senior	1,452 hr	-	158,704	158,704
		Superintendent Senior	726 hr	79,352	-	79,352
				79,352	158,704	238,056
01-3112		<b>PROJECT ENGINEER</b>		-	-	-
X		Project Engineer /Assistant Project Manager	660 hr	-	49,289	49,289
X		Project Engineer /Assistant Project Manager	330 hr	24,644	-	24,644
				24,644	49,289	73,933
01-3113		<b>ASSISTANT SUPERINTENDENT</b>		-	-	-
X		Superintendent	660 hr	-	58,859	58,859
X		Superintendent	330 hr	29,429	-	29,429
				33,000	66,000	99,000
01-5200		<b>CONSTRUCTION FACILITIES</b>		-	-	-
		Field Office Delivery/Pickup	1 ea	-	832	832
		Field Office Delivery/Pickup	1 ea	416	-	416
		Field Office Furniture and Technology Package	8 mth	-	3,960	3,960
		Temp Power 45kw Generator w/ Fuel	8 mth	-	29,771	29,771
		Job Trailer	8 mth	-	7,524	7,524
		Field Office Furniture and Technology Package	4 mth	1,980	-	1,980
		Temp Power 45kw Generator w/ Fuel	4 mth	14,886	-	14,886
		Job Trailer	4 mth	3,762	-	3,762
		Portable Toilets (3x)	12 mth	-	5,760	5,760
		Portable Toilets (3x)	4 mth	1,920	-	1,920
				22,964	47,847	70,811
01-5400		<b>CONSTRUCTION AIDS</b>		-	-	-
		General Labor	660 hr	-	27,964	27,964
		General Labor	330 hr	13,982	-	13,982
				13,982	27,964	41,946
01-5526		<b>TRAFFIC CONTROL</b>		-	-	-
ALLOWANCE		Traffic Control Road Setup/Take Down	18 ea	-	4,455	4,455
ALLOWANCE		Traffic Control Road Closed (E/W)	13 mth	-	39,600	39,600
ALLOWANCE		Traffic Control- Road Closed (N/S)	12 mth	-	41,580	41,580
ALLOWANCE		Traffic Control Maintenance and Flagging	792 hrs	-	31,878	31,878
ALLOWANCE		Traffic Control Ped Detours	24 mth	-	17,820	17,820
ALLOWANCE		Traffic Control Road Setup/Take Down	9 ea	2,228	-	2,228
ALLOWANCE		Traffic Control Road Closed (E/W)	7 mth	19,800	-	19,800
ALLOWANCE		Traffic Control- Road Closed (N/S)	6 mth	20,790	-	20,790
ALLOWANCE		Traffic Control Maintenance and Flagging	396 hrs	15,939	-	15,939
ALLOWANCE		Traffic Control Ped Detours	12 mth	8,910	-	8,910
				67,667	135,333	203,000
01-5529		<b>STAGING AREAS</b>		-	-	-
		Staging Area Rental (TBD)	5 mth	-	13,200	13,200
		Staging Area Rental (11th and Grove)	3 mth	-	2,112	2,112
		Staging Area Rental (TBD)	3 mth	6,600	-	6,600
		Staging Area Rental (11th and Grove)	1 mth	1,056	-	1,056
				7,656	15,312	22,968
01-5600		<b>TEMP BARRIERS AND ENCLOSURES</b>		-	-	-
		Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	1,320 ft	-	2,640	2,640
		ADA Walls	396 lf	-	8,448	8,448
		Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases	660 ft	1,320	-	1,320
		ADA Walls	198 lf	4,224	-	4,224
				5,544	11,088	16,632
01-5713		<b>EROSION/SEDIMENT CTRL. (SWPPP)</b>		-	-	-
ALLOWANCE		SWPPP Allowance	1 allo	12,500	-	12,500
		Drop Inlet Protection	42 allo	1,890	-	1,890
				14,390	-	14,390
01-5800		<b>PROJECT SIGNAGE</b>		-	-	-
		Windsigns Bases Rental	18 ea	-	2,970	2,970
				-	2,970	2,970
01-7419		<b>WASTE MANAGEMENT AND DISPOSAL</b>		-	-	-
		Trash Disposal	12 mth	-	6,000	6,000
				-	6,000	6,000
02-2100		<b>SURVEY</b>		-	-	-
		Survey & Staking	1 allo	-	40,000	40,000
		Total Station/GPS + Data Collector	12 mths	-	49,000	49,000
				-	89,000	89,000
<b>TOTAL</b>				<b>305,196</b>	<b>681,500</b>	<b>986,695</b>
				ACHD	CCDC	TOTAL





## LINEN BLOCKS ON GROVE STREET GMP 2

### EXHIBIT E: SUBCONTRACTS, PURCHASE ORDER AND SELF PREFORM WORK

<b>AMERICAN CONSTRUCTION SUPPLY</b>		
Paving Dowels and Tie Bars	1 ls	62,623
<b>GINGERICH SITE AND UNDERGROUND</b>		
Irrigation	1 ls	121,000
Irrigation Point of Connections	1 ea	19,746
Irrigation Sleeves	1 ls	33,253
Irrigation Booster Pump	1 ea	18,855
Trees	82 ea	131,200
Shrubs	638 ea	63,800
Perennials and Grasses	8,064 ea	387,072
Trees Stabilization	82 ea	14,760
Maintenance (12 month)	1 ls	7,050
Landscape Bed Excavation and Import of Soils 2ft Depth	970 cy	78,948
Ground Covering	13,091 sf	16,100
		<b>891,784</b>
<b>KB WELDING</b>		
Bike Rack, Surface Mount, Powder Coat	32 ea	7,293
Bike Rack, Surface Mount Install, Powder Coat	32 ea	640
Metal Railing at Trees	43 ea	48,575
		<b>56,508</b>
<b>OLD CASLTE PRECAST</b>		
Fiber Vault Large Supply	1 ea	8,007
Fiber Vault Small Supply	4 ea	10,507
		<b>18,514</b>
<b>PUSHER CONSTRUCTION</b>		
9" Concrete Paving w/ Reinforcing and Joint Sealants	68,380 sf	906,035
6" Vertical Curb	885 lf	38,940
Curb and Gutter	2,510 lf	97,890
Valley Gutter 24"	1,710 lf	64,125
Valley Gutter 36"	25 lf	1,369
Median Curb 8"	335 lf	27,470
Median Curb Infill	875 lf	6,563
Concrete Drive Approach	9,140 sf	68,550
Concrete 5" Sidewalk	32,530 sf	235,843
Truncated Domes	370 sqft	33,300
Truncated Domes Radius	430 sqft	47,300
Bike Lane Concrete Paving (5" Colored)	10,590 sf	127,080
Bike Lane Concrete Paving (6" Colored)	1,250 sf	16,250
Decorative Saw Cutting	15,000 lf	101,250
Drop Inlet Frame and Grate Silva Cells Type I	17 ea	34,000
Drop Inlet Frame and Grate Silva Cells Type III	23 ea	63,250
		<b>1,869,215</b>
<b>QUALITY ELECTRIC</b>		
Signal Conduit	1 ls	157,147
Signal Demo	1 ea	38,005
Signal Install	1 ea	152,137
Signal Innerconnect	1 ls	135,968
Neon Sign Electrical	6 ea	64,008
Art Port Lighting	2 ea	23,022
Electrical Service	3 ls	24,074
Streetlight Demo	1 ea	6,515
Light Pole Conduit and Conductors	37 ea	162,778
Street Light Supply and Install	37 ea	209,558
Irrigation Pump Electrical	1 ls	15,746
		<b>988,958</b>



## LINEN BLOCKS ON GROVE STREET GMP 2

### EXHIBIT E: SUBCONTRACTS, PURCHASE ORDER AND SELF PREFORM WORK

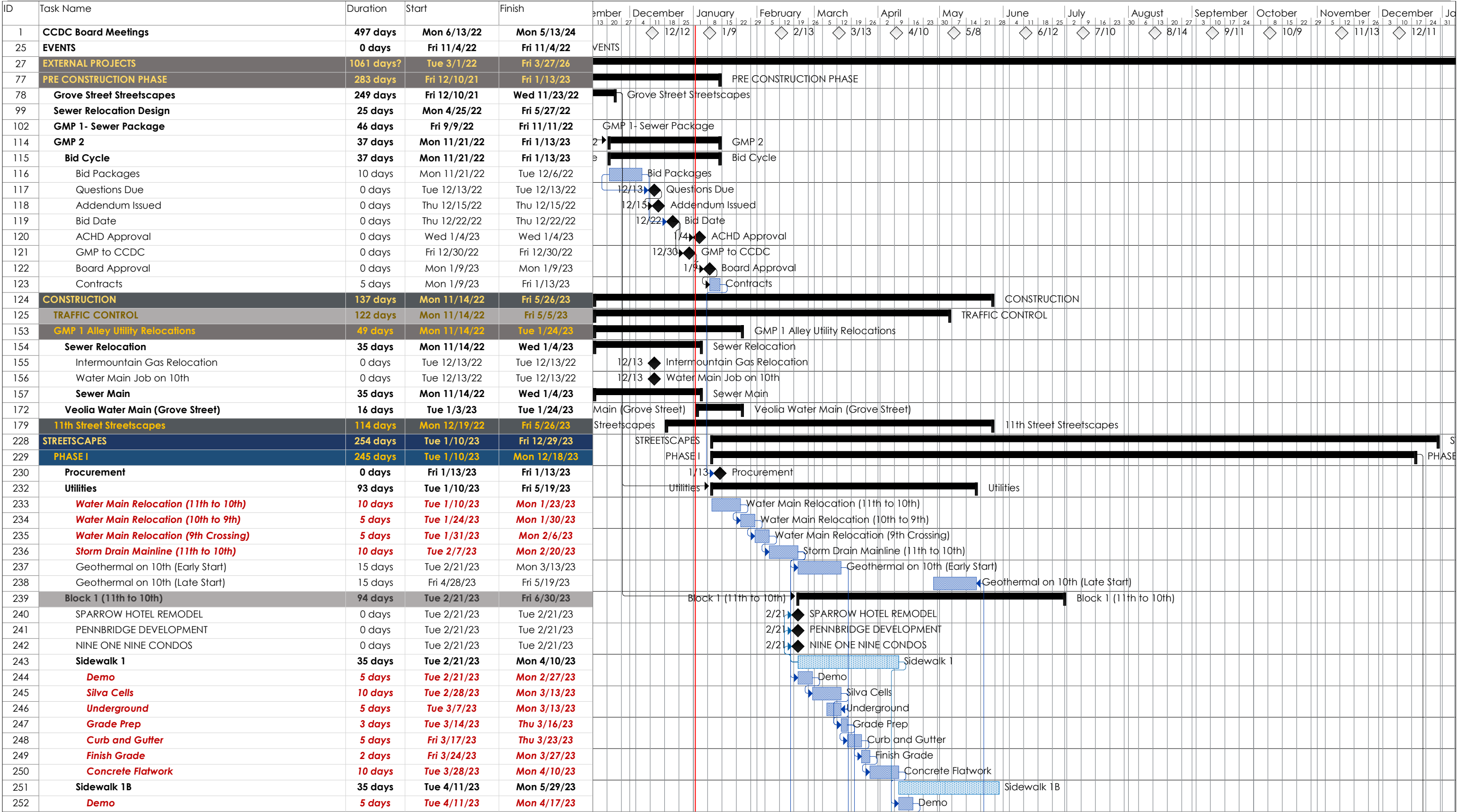
<b>SUNROC</b>			
Allowance- Unsuitable Soils Road Section	1,000	cy	<b>39,500</b>
Asphalt Demo (4-14" Depth)	70,740	sf	<b>63,666</b>
Asphalt Demo for Storm Drian Main	20,905	sf	<b>16,724</b>
Road Excavation Concrete Section	705	cy	<b>25,380</b>
Concrete Road Section (6")	1,350	cyds	<b>81,000</b>
30" Storm Drain	1,863	lf	<b>594,297</b>
48" Storm Drain	122	lf	<b>105,652</b>
12" Storm Drain	1,060	lf	<b>102,290</b>
24" Storm Drain	30	lf	<b>10,680</b>
48" x 6' Storm Man Hole	8	ea	<b>29,840</b>
60" x 8' Storm Man Hole	11	ea	<b>62,590</b>
84" x 10' Storm Man Hole	3	ea	<b>36,900</b>
Temp Tie in at 12th Street	1	ea	<b>1,870</b>
Dewatering	1	allow	<b>10,000</b>
Allowance- Unsuitable Soil Backfill	900	cyds	<b>40,500</b>
			1,220,889

#### Self Peform Work

<b>GUHO CORP</b>			
Allowance Unsuitable Soils Sidewalk Section	500	cy	23,335
Streetscapes Demo (6" Depth)	91,663	sf	<b>267,043</b>
Art Port Foundation Excavation	2	ea	<b>3,456</b>
Neon Sign Foundation Excavation	6	ea	<b>8,639</b>
Light Pole Base Type A 2x5 (Excavation/Backfill + Pour)	37	ea	<b>49,945</b>
Sidewalk Excavation Concrete Section (0.5 ft)	1,697	cy	<b>92,720</b>
Road Excavation Asphalt Section (21") (14th Street Intersection)	370	cyds	<b>13,320</b>
Joint Trenching	3,942	lf	<b>134,638</b>
Sidewalk Prep Section (6")	70,887	sqft	<b>218,146</b>
Curb Prep	4,794	lf	<b>72,912</b>
Silva Cell 2x Unit	967	ea	<b>871,844</b>
Seepage Beds	334	cyds	<b>26,957</b>
Removal of Old Storm Drian Main	1	ls	<b>116,932</b>
Fiber Vault Large Install	5	ea	<b>42,724</b>
Fiber Vault Small Install	4	ea	<b>19,642</b>
Trenching	1,309	lf	<b>44,708</b>
Signal Pole Base Type A 2x5 (Excavation/Backfill + Pour)	8	ea	<b>10,799</b>
Signal Pole Base Type D 3x9 (Excavation/Backfill + Pour)	7	ea	<b>22,389</b>
			<b>2,040,149</b>

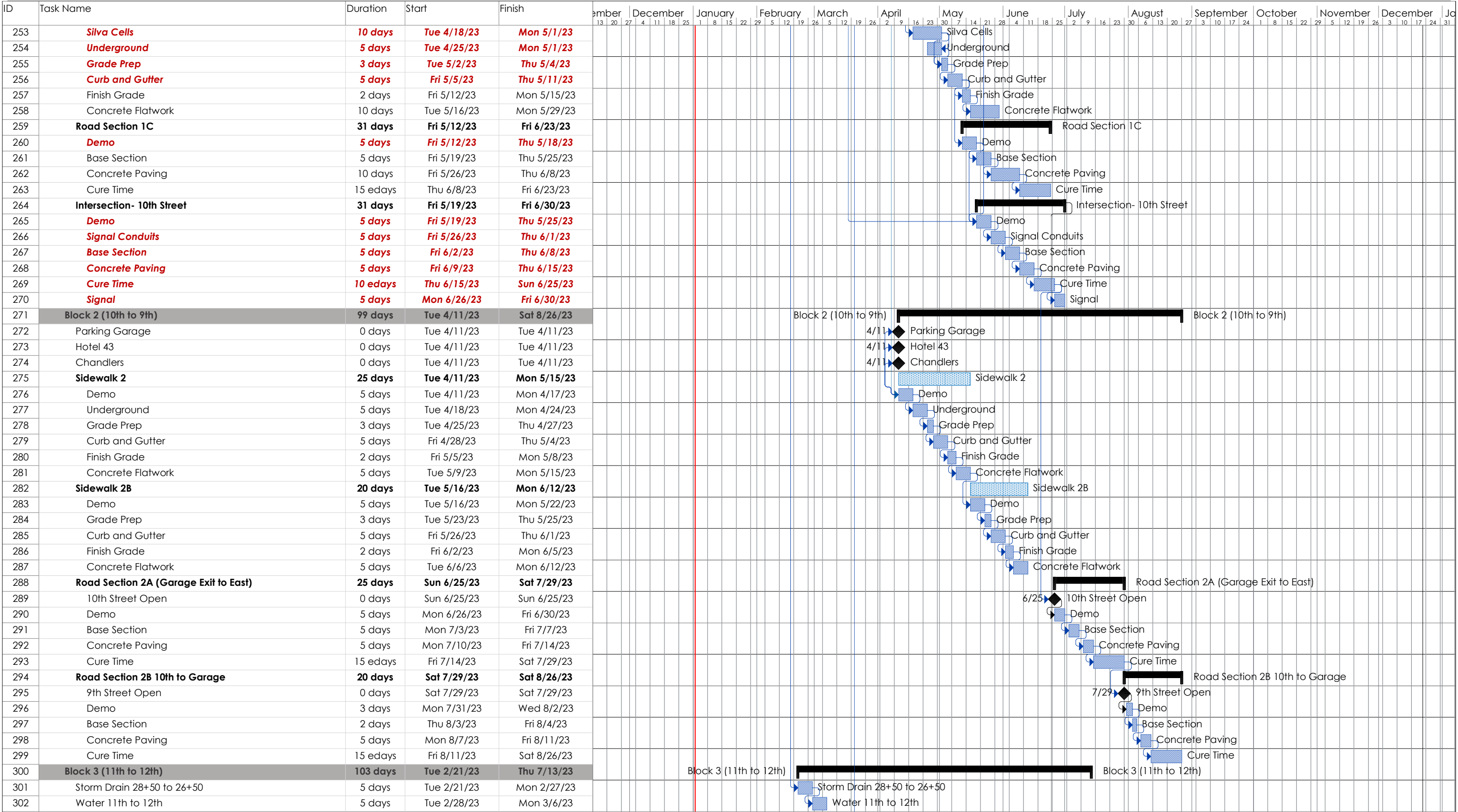


CCDC- LINEN BLOCKS ON GROVE STREET IMPROVEMENTS  
GMP 2 SCHEDULE





CCDC- LINEN BLOCKS ON GROVE STREET IMPROVEMENTS  
GMP 2 SCHEDULE



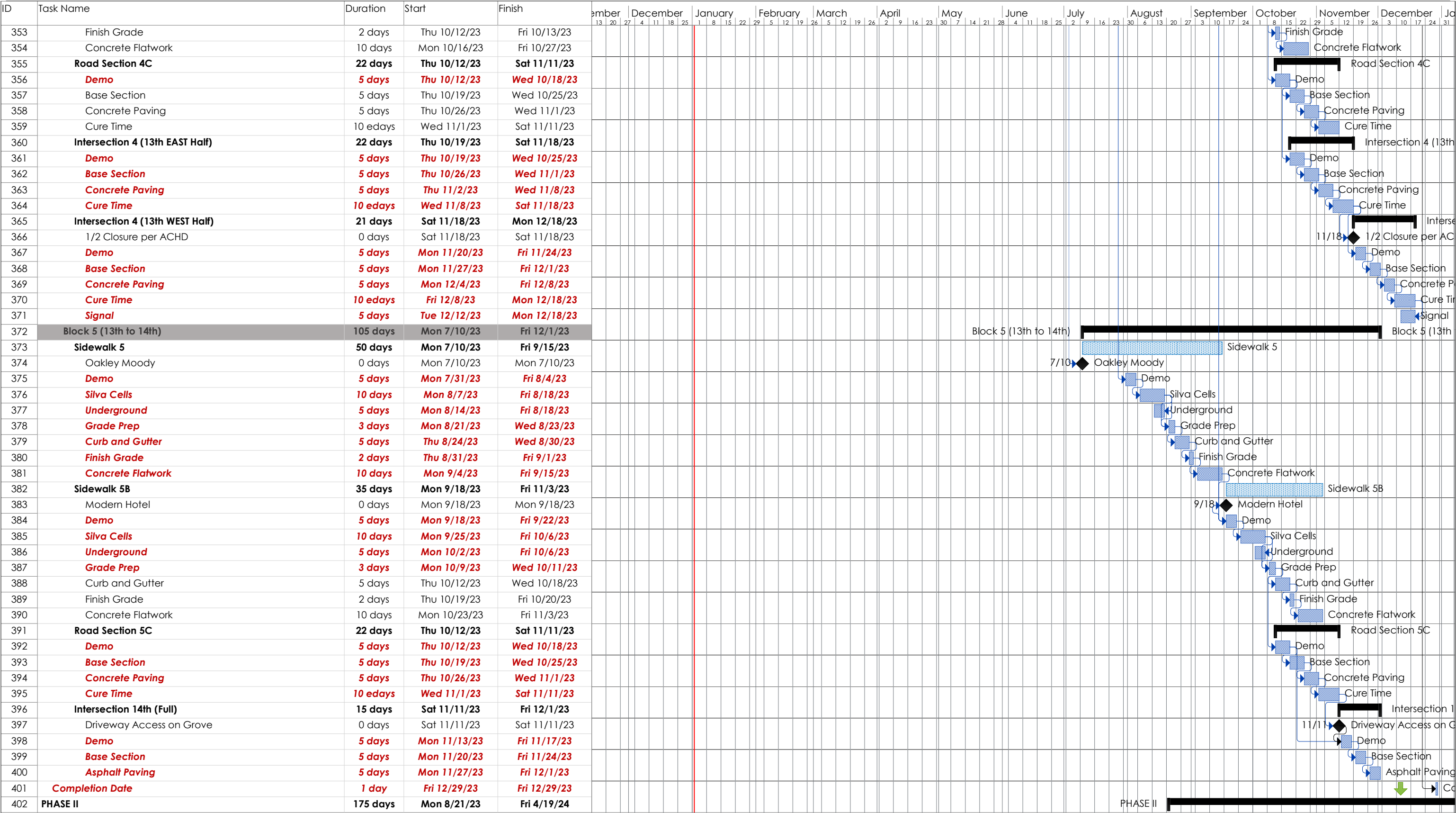




ID	Task Name	Duration	Start	Finish
303	Sidewalk 3 (North Side)	35 days	Tue 3/28/23	Mon 5/15/23
304	HOTEL RENEGADE	0 days	Tue 3/28/23	Tue 3/28/23
305	Demo	5 days	Tue 3/28/23	Mon 4/3/23
306	Silva Cells	10 days	Tue 4/4/23	Mon 4/17/23
307	Underground	5 days	Tue 4/11/23	Mon 4/17/23
308	Grade Prep	3 days	Tue 4/18/23	Thu 4/20/23
309	Curb and Gutter	5 days	Fri 4/21/23	Thu 4/27/23
310	Finish Grade	2 days	Fri 4/28/23	Mon 5/1/23
311	Concrete Flatwork	10 days	Tue 5/2/23	Mon 5/15/23
312	Sidewalk 3B	35 days	Tue 5/16/23	Mon 7/3/23
313	DIAMOND GIRLS	0 days	Tue 5/16/23	Tue 5/16/23
314	PARKING LOT	0 days	Tue 5/16/23	Tue 5/16/23
315	11th Street Opening (for Alley Access)	0 days	Fri 5/26/23	Fri 5/26/23
316	Demo	5 days	Tue 5/16/23	Mon 5/22/23
317	Silva Cells	10 days	Tue 5/23/23	Mon 6/5/23
318	Underground	5 days	Tue 5/30/23	Mon 6/5/23
319	Grade Prep	3 days	Tue 6/6/23	Thu 6/8/23
320	Curb and Gutter	5 days	Fri 6/9/23	Thu 6/15/23
321	Finish Grade	2 days	Fri 6/16/23	Mon 6/19/23
322	Concrete Flatwork	10 days	Tue 6/20/23	Mon 7/3/23
323	Road Section 11th to 12th	28 days	Tue 6/6/23	Thu 7/13/23
324	Demo	5 days	Tue 6/6/23	Mon 6/12/23
325	Base Section	5 days	Tue 6/13/23	Mon 6/19/23
326	Concrete Paving	10 days	Tue 6/20/23	Mon 7/3/23
327	Cure Time	10 edays	Mon 7/3/23	Thu 7/13/23
328	Block 4 (12th to 13th)	121 days	Fri 6/30/23	Mon 12/18/23
329	Storm Drain 12th to 15th	25 days	Mon 7/10/23	Fri 8/11/23
330	Water Main Upgrades	20 days	Mon 7/17/23	Fri 8/11/23
331	Intersection 3 (12th Street)	26 days	Fri 6/30/23	Mon 8/7/23
332	10th Street Opening	0 days	Fri 6/30/23	Fri 6/30/23
333	Demo	5 days	Mon 7/3/23	Fri 7/7/23
334	Base Section	5 days	Mon 7/17/23	Fri 7/21/23
335	Concrete Paving	5 days	Mon 7/24/23	Fri 7/28/23
336	Cure Time	10 edays	Fri 7/28/23	Mon 8/7/23
337	Sidewalk 4 (South Side)	35 days	Mon 7/10/23	Fri 8/25/23
338	Saratoga Apartments	0 days	Mon 7/10/23	Mon 7/10/23
339	Demo	5 days	Mon 7/10/23	Fri 7/14/23
340	Silva Cells	10 days	Mon 7/17/23	Fri 7/28/23
341	Underground	5 days	Mon 7/24/23	Fri 7/28/23
342	Grade Prep	3 days	Mon 7/31/23	Wed 8/2/23
343	Curb and Gutter	5 days	Thu 8/3/23	Wed 8/9/23
344	Finish Grade	2 days	Thu 8/10/23	Fri 8/11/23
345	Concrete Flatwork	10 days	Mon 8/14/23	Fri 8/25/23
346	Sidewalk 4B	45 days	Mon 8/28/23	Fri 10/27/23
347	Demo	5 days	Mon 8/28/23	Fri 9/1/23
348	Silva Cells	10 days	Mon 9/4/23	Fri 9/15/23
349	Underground	5 days	Mon 9/11/23	Fri 9/15/23
350	Sign Foundations	10 days	Mon 9/18/23	Fri 9/29/23
351	Grade Prep	3 days	Mon 10/2/23	Wed 10/4/23
352	Curb and Gutter	5 days	Thu 10/5/23	Wed 10/11/23



CCDC- LINEN BLOCKS ON GROVE STREET IMPROVEMENTS  
GMP 2 SCHEDULE





## LINEN BLOCKS ON GROVE STREET GMP 2 EXHIBIT G DRAWING LOG

#	Drawing No.	Drawing Title	Revision	Drawing Date
1	G0.00	COVER SHEET	1	12/15/2022
2	C1.00	CIVIL NOTES	0	12/6/2022
3	C2.01	CIVIL DETAILS - TYPICAL SECTIONS	0	12/6/2022
4	C2.02	CIVIL DETAILS - TYPICAL SECTIONS	0	12/6/2022
5	C2.03	CIVIL DETAILS - TYPICAL SECTIONS	0	12/6/2022
6	C2.04	CIVIL DETAILS - TYPICAL SECTIONS	0	12/6/2022
7	C2.05	CIVIL DETAILS	0	12/6/2022
8	C2.06	CIVIL DETAILS	0	12/6/2022
9	C2.07	CIVIL DETAILS	0	12/6/2022
10	C2.08	CIVIL DETAILS - SILVA CELLS	0	12/6/2022
11	C2.09	CIVIL DETAILS - SILVA CELLS	0	12/6/2022
12	C3.01	REMOVAL/UTILITY PLAN - AREA A - EAST OF S. 16TH ST	0	12/6/2022
13	C3.02	REMOVAL/UTILITY PLAN - AREA B - EAST OF S. 15TH ST	0	12/6/2022
14	C3.03	REMOVAL/UTILITY PLAN - AREA C - EAST OF S. 14TH ST	0	12/6/2022
15	C3.04	REMOVAL/UTILITY PLAN - AREA D - EAST OF S. 13TH ST	0	12/6/2022
16	C3.05	REMOVAL/UTILITY PLAN - AREA E - EAST OF S. 12TH ST	0	12/6/2022
17	C3.06	REMOVAL/UTILITY PLAN - AREA F - EAST OF S. 11TH ST	0	12/6/2022
18	C3.07	REMOVAL/UTILITY PLAN - AREA G - EAST OF S. 10TH ST	0	12/6/2022
19	C4.01	CIVIL PLAN - AREA A - EAST OF S. 16TH ST	0	12/6/2022
20	C4.02	CIVIL PROFILE - AREA A - EAST OF S. 16TH ST	0	12/6/2022
21	C4.03	CIVIL PLAN - AREA B - EAST OF S. 15TH ST	0	12/6/2022
22	C4.04	CIVIL PROFILE - AREA B - EAST OF S. 15TH ST	0	12/6/2022
23	C4.05	CIVIL PLAN - AREA C - EAST OF S. 14TH ST	0	12/6/2022
24	C4.06	CIVIL PROFILE - AREA C - EAST OF S. 14TH ST	0	12/6/2022
25	C4.07	CIVIL PLAN - AREA D - EAST OF S. 13TH ST	0	12/6/2022
26	C4.08	CIVIL PROFILE - AREA D - EAST OF S. 13TH ST	0	12/6/2022
27	C4.09	CIVIL PLAN - AREA E - EAST OF S. 12TH ST	0	12/6/2022
28	C4.10	CIVIL PROFILE - AREA E - EAST OF S. 12TH ST	0	12/6/2022
29	C4.11	CIVIL PLAN - AREA F - EAST OF S. 11TH ST	0	12/6/2022
30	C4.12	CIVIL PROFILE - AREA F - EAST OF S. 11TH ST	0	12/6/2022
31	C4.13	CIVIL PLAN - AREA G - EAST OF S. 10TH ST	0	12/6/2022
32	C4.14	CIVIL PROFILE - AREA G - EAST OF S. 10TH ST	0	12/6/2022
33	C5.01	GRADING PLAN - 16TH ST INTERSECTION	0	12/6/2022
34	C5.02	GRADING PLAN - 15TH ST INTERSECTION	0	12/6/2022
35	C5.03	GRADING PLAN - 14TH ST INTERSECTION	0	12/6/2022
36	C5.04	GRADING PLAN - 14TH ST INTERSECTION	0	12/6/2022
37	C5.05	GRADING PLAN - 13TH ST INTERSECTION	0	12/6/2022
38	C5.06	GRADING PLAN - 12TH ST INTERSECTION	0	12/6/2022
39	C5.07	GRADING PLAN - 10TH ST INTERSECTION	0	12/6/2022
40	C5.08	GRADING DETAILS - RAISED ISLANDS	0	12/6/2022
41	C5.09	GRADING DETAILS - RAISED ISLANDS	0	12/6/2022
42	C5.10	DRIVEWAY DETAILS AREA A - 16TH ST	0	12/6/2022
43	C5.11	DRIVEWAY DETAILS AREA B - 15TH ST	0	12/6/2022
44	C5.12	DRIVEWAY DETAILS AREA C - 14TH ST	0	12/6/2022
45	C5.13	DRIVEWAY DETAILS AREA C - 13TH ST	0	12/6/2022
46	C5.14	DRIVEWAY DETAILS AREA D - 12TH ST	0	12/6/2022
47	C5.15	DRIVEWAY DETAILS AREA E - 11TH ST	0	12/6/2022
48	C5.16	DRIVEWAY DETAILS AREA F - 10TH ST	0	12/6/2022
49	C6.01	CONCRETE JOINTING - AREA A - EAST OF S. 16TH ST	0	12/6/2022
50	C6.02	CONCRETE JOINTING - AREA B - EAST OF S. 15TH ST	0	12/6/2022
51	C6.03	CONCRETE JOINTING- AREA C - EAST OF S. 14TH ST	0	12/6/2022
52	C6.04	CONCRETE JOINTING - AREA D - EAST OF S. 13TH ST	0	12/6/2022
53	C6.05	CONCRETE JOINTING- AREA E - EAST OF S. 12TH ST	0	12/6/2022
54	C6.06	CONCRETE JOINTING - AREA F - EAST OF S. 11TH ST	0	12/6/2022
55	C6.07	CONCRETE JOINTING - AREA G - EAST OF S. 10TH ST	0	12/6/2022
56	C7.01	STORM PLAN & PROFILE- AREA A - EAST OF S. 16TH ST	0	12/6/2022
57	C7.02	STORM PLAN & PROFILE- AREA B - EAST OF S. 15TH ST	0	12/6/2022
58	C7.03	STORM PLAN & PROFILE- AREA C - EAST OF S. 14TH ST	0	12/6/2022
59	C7.04	STORM PLAN & PROFILE- AREA D - EAST OF S. 13TH ST	0	12/6/2022
60	C7.05	STORM PLAN & PROFILE- AREA E - EAST OF S. 12TH ST	0	12/6/2022
61	C7.06	STORM PLAN & PROFILE- AREA F - EAST OF S. 11TH ST	0	12/6/2022
62	C7.07	STORM PLAN & PROFILE- AREA G - EAST OF S. 10TH ST	0	12/6/2022
63	C7.08	STORM DETAILS - AREA A - EAST OF S. 16TH ST	0	12/6/2022
64	C7.09	STORM DETAILS - AREA B - EAST OF S. 15TH ST	0	12/6/2022
65	C7.10	STORM DETAILS - AREA C - EAST OF S. 14TH ST	0	12/6/2022
66	C7.11	STORM DETAILS - AREA D - EAST OF S. 13TH ST	0	12/6/2022
67	C7.12	STORM DETAILS - AREA E - EAST OF S. 12TH ST	0	12/6/2022
68	C7.13	STORM DETAILS - AREA F - EAST OF S. 11TH ST	0	12/6/2022
69	C7.14	STORM DETAILS - AREA G - EAST OF S. 10TH ST	0	12/6/2022
70	C8.01	SWPP PLAN - AREA A - EAST OF S. 16TH ST	0	12/6/2022
71	C8.02	SWPP PLAN - AREA B - EAST OF S. 15TH ST	0	12/6/2022
72	C8.03	SWPP PLAN - AREA C - EAST OF S. 14TH ST	0	12/6/2022
73	C8.04	SWPP PLAN - AREA D - EAST OF S. 13TH ST	0	12/6/2022
74	C8.05	SWPP PLAN - AREA E - EAST OF S. 12TH ST	0	12/6/2022
75	C8.06	SWPP PLAN - AREA F - EAST OF S. 11TH ST	0	12/6/2022
76	C8.07	SWPP PLAN - AREA G - EAST OF S. 10TH ST	0	12/6/2022
77	T1.01	SIGN & STRIPING PLAN - AREA A - EAST OF S. 16TH ST	0	12/6/2022
78	T1.02	SIGN & STRIPING PLAN - AREA B - EAST OF S. 15TH ST	0	12/6/2022
79	T1.03	SIGN & STRIPING PLAN - AREA C - EAST OF S. 14TH ST	0	12/6/2022
80	T1.04	SIGN & STRIPING PLAN - AREA D - EAST OF S. 13TH ST	0	12/6/2022
81	T1.05	SIGN & STRIPING PLAN - AREA E - EAST OF S. 12TH ST	0	12/6/2022

#	Drawing No.	Drawing Title	Revision	Drawing Date
82	T1.06	SIGN & STRIPING PLAN - AREA F - EAST OF S. 11TH ST	0	12/6/2022
83	T1.07	SIGN & STRIPING PLAN - AREA G - EAST OF S. 10TH ST	0	12/6/2022
84	T2.01	SIGNAL PLAN - AREA A - 16TH ST	0	12/6/2022
85	T2.02	SIGNAL DETAILS - AREA A - 16TH ST	0	12/6/2022
86	T2.03	SIGNAL PLAN - AREA B - 15TH ST	0	12/6/2022
87	T2.04	SIGNAL DETAILS - AREA B - 15TH ST	0	12/6/2022
88	T2.05	SIGNAL PLAN - AREA D - 13TH ST	0	12/6/2022
89	T2.06	SIGNAL DETAILS - AREA D - 13TH ST	0	12/6/2022
90	T2.07	SIGNAL PLAN - AREA F - 10TH ST	0	12/6/2022
91	T2.08	SIGNAL DETAILS - AREA F - 10TH ST	0	12/6/2022
92	T3.01	INTERCONNECT PLAN - AREA A - EAST OF S. 16TH ST	0	12/6/2022
93	T3.02	INTERCONNECT PLAN - AREA B - EAST OF S. 15TH ST	0	12/6/2022
94	T3.03	INTERCONNECT PLAN - AREA C - EAST OF S. 14TH ST	0	12/6/2022
95	T3.04	INTERCONNECT PLAN - AREA D - EAST OF S. 13TH ST	0	12/6/2022
96	T3.05	INTERCONNECT PLAN - AREA E - EAST OF S. 12TH ST	0	12/6/2022
97	T3.06	INTERCONNECT PLAN - AREA F - EAST OF S. 11TH ST	0	12/6/2022
98	T3.07	INTERCONNECT PLAN - AREA G - EAST OF S. 10TH ST	0	12/6/2022
99	L0.01	LANDSCAPE PROJECT INFORMATION	0	12/6/2022
100	L1.01	LANDSCAPE PLAN - AREA A - 16TH ST INTERSECTION	0	12/6/2022
101	L1.02	LANDSCAPE PLAN - AREA B - S. 15TH ST INTERSECTION	0	12/6/2022
102	L1.03	LANDSCAPE PLAN - AREA C - S. 14TH ST INTERSECTION	1	12/15/2022
103	L1.04	LANDSCAPE PLAN - AREA D - S. 13TH ST + S. 12TH ST INTERSECTION	0	12/6/2022
104	L1.05	LANDSCAPE PLAN - AREA E - S. 11TH ST. INTERSECTION	1	12/15/2022
105	L1.06	LANDSCAPE PLAN - AREA F - S. 10TH ST INTERSECTION	1	12/15/2022
106	L1.07	LANDSCAPE PLAN - AREA G - EAST OF 10TH ST BLOCK	0	12/6/2022
107	L1.41	IRRIGATION PLAN - AREA A - 16TH ST INTERSECTION	0	12/6/2022
108	L1.42	IRRIGATION PLAN - AREA B - S. 15TH ST INTERSECTION	0	12/6/2022
109	L1.43	IRRIGATION PLAN - AREA C - S. 14TH ST INTERSECTION	0	12/6/2022
110	L1.44	IRRIGATION PLAN - AREA D - S. 13TH ST + S. 12TH ST INTERSECTION	0	12/6/2022
111	L1.45	IRRIGATION PLAN - AREA E - S. 11TH ST INTERSECTION	1	12/15/2022
112	L1.46	IRRIGATION PLAN - AREA F - S. 10TH ST INTERSECTION	1	12/15/2022
113	L1.51	PLANTING PLAN - AREA A-16TH ST INTERSECTION	0	12/6/2022
114	L1.52	PLANTING PLAN - AREA B - S. 15TH ST INTERSECTION	0	12/6/2022
115	L1.53	PLANTING PLAN - AREA C - S. 14TH ST INTERSECTION	0	12/6/2022
116	L1.54	PLANTING PLAN - AREA D - S. 13TH+ S. 12TH ST INTERSECTION	0	12/6/2022
117	L1.55	PLANTING PLAN - AREA E - S. 11TH ST. INTERSECTION	1	12/15/2022
118	L1.56	PLANTING PLAN - AREA F - S. 10TH ST INTERSECTION	1	12/15/2022
119	L4.01	ENLARGED LANDSCAPE WALL LAYOUT PLAN	0	12/6/2022
120	L5.01	SITE DETAILS	1	12/15/2022
121	L5.02	SITE DETAILS	0	12/6/2022
122	L5.03	SITE DETAILS	0	12/6/2022
123	L5.41	IRRIGATION DETAILS	1	12/15/2022
124	L5.42	IRRIGATION DETAILS	0	12/6/2022
125	L5.43	IRRIGATION DETAILS	0	12/6/2022
126	L5.44	IRRIGATION DETAILS	0	12/6/2022
127	L5.45	IRRIGATION SCHEDULE AND NOTES	1	12/15/2022
128	L5.51	PLANTING DETAILS	0	12/6/2022
129	L6.51	PLANTING SCHEDULE	1	12/15/2022
130	S0.00	ABBREVIATIONS, SYMBOLS AND SHEET INDEX	0	12/6/2022
131	S0.01	GENERAL NOTES	0	12/6/2022
132	S0.02	GENERAL NOTES	0	12/6/2022
133	S0.03	SPECIAL INSPECTION	0	12/6/2022
134	S1.00	OVERALL PLAN	0	12/6/2022
135	S4.11	ELEVATIONS	0	12/6/2022
136	S5.11	FOUNDATION DETAILS	0	12/6/2022
137	E1.1	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
138	E1.2	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
139	E1.3	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
140	E1.4	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
141	E1.5	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
142	E1.6	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
143	E1.7	ELECTRICAL DEMOLITION PLAN	0	12/6/2022
144	E2.1	ELECTRICAL PLAN	0	12/6/2022
145	E2.2	ELECTRICAL PLAN	0	12/6/2022
146	E2.3	ELECTRICAL PLAN	0	12/6/2022
147	E2.4	ELECTRICAL PLAN	0	12/6/2022
148	E2.5	ELECTRICAL PLAN	0	12/6/2022
149	E2.6	ELECTRICAL PLAN	0	12/6/2022
150	E3.1	PHOTOMETRIC STUDY PLAN	0	12/6/2022
151	E3.2	PHOTOMETRIC STUDY PLAN	0	12/6/2022
152	E3.3	PHOTOMETRIC STUDY PLAN	0	12/6/2022
153	E3.4	PHOTOMETRIC STUDY PLAN	0	12/6/2022
154	E3.5	PHOTOMETRIC STUDY PLAN	0	12/6/2022
155	E3.6	PHOTOMETRIC STUDY PLAN	0	12/6/2022
156	EG-1	ELECTRICAL COVER SHEET 2021031.01	0	12/6/2022
157	EG-2	APPROVED EQUIPMENT DETAILS	0	12/6/2022
158	EG-3	ELECTRICAL SPECIFICATIONS 2021031.01	0	12/6/2022
159	EG-4	ELECTRICAL SPECIFICATIONS 2021031.01	0	12/6/2022
160	EG-5	ELECTRICAL SPECIFICATIONS 2021031.01	0	12/6/2022
161	EG-6	ELECTRICAL SPECIFICATIONS 2021031.01	0	12/6/2022
162	EG-7	BOISE CITY STANDARD DETAILS	0	12/6/2022

# LINEN BLOCKS ON GROVE STREET

## Capital City Development Corporation

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**EXHIBIT H:  
LIST OF  
SPECIFICATIONS  
FROM PROJECT  
MANUAL DATED  
OCTOBER 28, 2022**

#### SPECIFICATIONS GROUP

Division      Section Title

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#### **GENERAL REQUIREMENTS SUBGROUP**

##### **DIVISION 01 - GENERAL REQUIREMENTS**

011000	SUMMARY
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
015000	TEMPORARY FACILITIES AND CONTROLS
017300	EXECUTION
017700	CLOSEOUT PROCEDURES

#### **SITE AND INFRASTRUCTURE SUBGROUP**

##### **DIVISION 32 - EXTERIOR IMPROVEMENTS**

321316	DECORATIVE CONCRETE PAVING
323300	SITE FURNISHINGS
328400	PLANTING IRRIGATION
329113	SOIL PREPARATION
329300	PLANTS
329451	SOIL CELLS (SILVA CELL 2 SYSTEM)

#### **SUPPLEMENTALS**

##### **PROJECT SPECIAL PROVISIONS**

Special Provisions: Linen Blocks on Grove Street - Prepared by HDR  
Draft Stormwater Memo – Prepared by HDR (Available Upon Request)  
Structural Calculations Package – Prepared by KPFF  
Grove Street Infiltration Report – Prepared by Terracon

##### **BY REFERENCE**

ISPWC  
ACHD Supplements to the ISPWC  
Manual on Uniform Traffic Control Devices (MUTCD)  
ACHD Supplemental Provisions Section 1131 – Illumination, Traffic Signal Systems, & Electrical  
ACHD Policy Manual - Section 8200 Stormwater Design Manual  
Appendix F – Bioretention Soil Media Specification.  
Boise City Streetscape Standards & Specification Manual

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## AGENDA BILL

<b>Agenda Subject:</b> Consider Resolution 1803 approving Task Order 19-004 with GGLO for Construction Administration Services for Linen Blocks on Grove Street Streetscape Improvements Project		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Amy Fimbel, Project Manager	<b>Attachments:</b> A. Resolution 1803 B. Task Order 19-004	
<b>Action Requested:</b> Adopt Resolution 1803 approving Task Order 19-003 with GGLO for Construction Administration Services for the Linen Blocks on Grove Street Streetscape Improvements Project.		

### Background:

The Agency is undertaking several large-scale projects originating from a multi-year planning effort with ACHD and the City of Boise. Those projects include:

- Grove Street Sewer Main Line Upgrade and Utility Relocation
- ACHD roadway reconstruction from 9th Street to 16th Street
- CCDC Streetscape and Bikeway Improvements from 10th Street to 16th Street
- Linen Blocks on Grove Street Public Art in partnership with Boise Arts & History

Construction of these projects is known as Rebuild Linen Blocks on Grove Street.

By taking a coordinated approach to what would be multiple projects, Rebuild Linen Blocks on Grove Street reduces disruption to downtown daily life and minimizes delays. This project will create a multi-modal corridor along Grove St from 9th St to 16th St with upgraded streetscapes, protected bike lanes, new concrete roadway and stormwater improvements in partnership with ACHD, public utility upgrades, placemaking and public art, and public space elements per the recommendations of the 2021 Visioning Report.

In April 2021, the Agency selected and contracted with GGLO to provide the necessary professional design services for the Agency's planned Linen Blocks on Grove Street Streetscape Improvement Project. In May 2022, Resolution 1762 approved Task Order 19-003 for the remaining efforts to begin construction, such as final design, obtaining appropriate permitting approvals, finalizing construction documents, and supporting project bidding.

GGLO completed final design work in December 2022 and construction of the full improvements are anticipated to start in February 2023. Construction administration services in Task Order 19-004 include continued technical design coordination with the contractor and oversight of

construction progress to ensure conformance with the construction documents. The scope of work includes attendance at a pre-construction meeting, weekly on-site construction meetings, and site inspections. The consultant team will review and respond to submittal and shop drawings, requests for information, change order requests, and monthly pay applications. GGLO and its subconsultants will also conduct punchlist inspections, review the contractor's as-built drawings, produce record drawings, and administer construction contract closeout procedures.

**Fiscal Notes:**

The Linen Blocks on Grove Street Streetscape Improvements Project's approved FY2023 budget and forecasted FY2024 budget sufficiently fund the Task Order 19-004 not-to-exceed amount of \$242,760.

**Staff Recommendation:**

Staff recommends that the Agency Board approve Task Order 19-004 with GGLO for construction administration services for the Linen Blocks on Grove Street Streetscape Improvement Project.

**Suggested Motion:**

I move to adopt Resolution 1803 approving Task Order 19-004 with GGLO for construction administration services for the Linen Blocks on Grove Street Streetscape Improvement Project.

## RESOLUTION NO. 1803

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 TASK ORDER 19-004 WITH GGLO ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECT, PLANNING AND URBAN DESIGN, LLC ("GGLO") FOR CONSTRUCTION ADMINISTRATION SERVICES, FOR THE LINEN BLOCKS ON GROVE STREET STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-004 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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, by its Resolution 1710 adopted on July 12, 2021, the Agency Board approved Task Order 19-002 with GGLO to act on behalf of the Agency as the Landscape Architect of

Record for Concept Design for the Linen Blocks on Grove Street Streetscape Improvements Project; and,

WHEREAS, the Agency Board of Commissioners adopted Resolution 1762 on May 9, 2022, authorizing final design services, permitting approvals, finalized construction documents, and bidding support for the Linen Blocks on Grove Street Streetscape Improvements Project; and,

WHEREAS, GGLO has submitted a proposal to the Agency for construction administration services, including: attendance at a pre-construction meeting; weekly on-site construction coordination; responses on behalf of CCDC to design clarifications and Requests for Information; responses on behalf of CCDC to Change Order Requests and Requests for Payment; construction administration; project management and construction correspondence; and assistance with project closeout for the Linen Blocks on Grove Street Streetscape Improvements Project; and,

WHEREAS, the Agency Board finds it in the best interest to approve Task Order 19-004 with GGLO for construction administration services for the Linen Blocks on Grove Street Streetscape Improvements Project and to authorize the Agency 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, AS FOLLOWS:

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

Section 2: That Task Order 19-004 between the Agency and GGLO, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-004 with GGLO for an amount not to exceed TWO HUNDRED FOURTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$242,760); and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-004, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the construction administration services detailed in Task Order 19-004 plus up to an additional \$25,000 for contingencies if determined necessary in his best judgment.

Section 5: 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 January 11, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



GGLO  
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

**TASK ORDER 19-004**

*CONSULTANT: Use the Project Name and **PO# 230027** number on all project-related invoices.*

TO: Mark Sindell, Principal  
GGLO ("CONSULTANT")  
113 S. 5<sup>th</sup> Street  
Boise, Idaho 83702  
206-467-5828  
[msindell@gglo.com](mailto:msindell@gglo.com)

FROM: John Brunelle, Executive Director  
Capital City Development Corporation ("CCDC")  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702  
208-384-4264  
[jbrunelle@ccdcbiose.com](mailto:jbrunelle@ccdcbiose.com)

**ORIGINAL AGREEMENT:** 2019-2024 On-Call Professional Services ("Agreement")  
**AGREEMENT DATE:** June 14, 2019

**TASK ORDER DATE:** \_\_\_\_\_  
**TASK ORDER AMOUNT:** \$242,760

**1. PROJECT NAME: Linen Blocks on Grove Street – Construction Administration Services**

**2. PROJECT DESCRIPTION**

CCDC desires CONSULTANT to provide construction administration services during the construction phase of the Linen Blocks on Grove Street Streetscapes Improvement Project (the "Project"). With the use of SUBCONSULTANTS as specified herein, the scope of CONSULTANT'S services includes: attendance at a pre-construction meeting; weekly on-site construction coordination; responses on behalf of CCDC to design clarifications and Requests for Information; responses on behalf of CCDC to Change Order Requests and Requests for Payment; construction administration; project management and construction correspondence; and assistance with project closeout, all

as described in CONSULTANT's proposal dated December 29, 2022, attached hereto as Exhibit A.

The Project is utilizing the Construction Manager / General Contractor delivery method and involves other agencies and stakeholders.

CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks, including: project management, landscape architecture, and engineering (civil, traffic, electrical, and structural) as detailed in Exhibit A.

**3. SERVICES TO BE PERFORMED**

CONSULTANT shall perform the services described in CONSULTANT's proposal dated December 29, 2022, attached as Exhibit A ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as a Notice to Proceed.

**4. SUBCONSULTANT(S)**

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: HDR Engineering; Musgrove Engineering P.A.; and KPFF.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS have the following insurance coverages:
  - (1) SUBCONSULTANTS shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
  - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT'S negligence during the performance of this Agreement.
  - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.



- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

## **5. PAYMENT**

- (a) Amount and Method of Payment. The total amount paid for this Task Order shall be an amount not to exceed TWO HUNDRED FOURTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$242,760). CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon hourly rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of \$242,760.
- (c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of \$242,760 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.
- (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

## **6. SCHEDULE**

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the work (phased if necessary) by April 30, 2024. Further detail of project schedule is described in Exhibit A.

## **7. DELIVERABLES / COPIES OF PRODUCTS**

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

## **8. CONTRACT TERMS**

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

## **9. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION**

In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Task Order, hereby certifies that it is not currently engaged in, or for the duration of this Task Order will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

End of Task Order | *Signatures appear on the following page.*

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

**CAPITAL CITY DEVELOPMENT CORP.**

**CONSULTANT**  
GGLO

\_\_\_\_\_  
John Brunelle, Executive Director

  
\_\_\_\_\_  
Mark Sindell, Principal

Date: \_\_\_\_\_

Date: 12/30/2022

**EXHIBITS**

A: Consultant's Proposal dated December 29, 2022

Budget Info / For CCDC Office Use	
Fund/District	302
Account	6250
Activity Code	20006
PO #	230027
Completion Date	April 30, 2024

## Supplemental Services Agreement

<b>Project:</b>	Linen Blocks on Grove Street Construction Observation Services	<b>Owner:</b>	John Brunelle, Executive Director CCDC
<b>Date of Agreement:</b>	July 12, 2021	<b>SSA No.:</b>	SSA-04
<b>Date of SSA</b>	December 29, 2022	<b>Project No.:</b>	2021031.01

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In accordance with the Agreement referenced above, authorization is hereby given to:

- ☒ proceed with Additional Services
- ☐ proceed with revised scope of Basic Services
- ☒ incur Reimbursable Expenses

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AS FOLLOWS:

Task Order for GGLO and GGLO's Consultants to provide Construction Observation Services for the *Linen Blocks on Grove Street Streetscape Improvement Project*.

### **Task 782 (RMOB): Construction Observation Services**

**Timeline: January, 2023 – April 19, 2024 (15 Months)**

GGLO Landscape Architecture will lead the Design Team to provide Construction Observation Services throughout the durations of the construction period.

Tasks include:

- Attend a pre-construction conference
- Respond to Requests for Information (RFI's) submitted by the General Contractor up to 25
- Issue Supplemental Instructions (ASI's) and Supplemental Drawings (SD's) up to 10 total
- Review properly processed Contractor submittals and shop drawings scope with a limit of two (2) reviews per submittal. Plan for 7-10 day duration for each review
- Attend construction weekly coordination meetings via video conference
- On-site observation of construction progress, contractor's performance, and adherence to the design, up to 4 trips of site visits
- Attend punch list walk and issue punch list and Certificate of Substantial Completion
- Final inspection at completion of punch list items, and issue Letter of Final Completion
- Incorporate contractor 'as-built' markups into 'record drawings' once construction is complete and provide CCDC with the digital files and two (2) full-size printed sets

### **Attachments**

**Exhibit I:** HDR Additional Scope of Work & Fee Estimate

**Exhibit II:** Musgrove Additional Scope of Work & Fee Estimate

**Exhibit III:** KPFF Additional Scope of Work & Fee Estimate

## GGLO Task Hours and Fee Summary

### River-Myrtle (RMOB)

<b>Task 782: Construction Observation</b>	<b>PIC (\$320)</b>	<b>PLA (\$175)</b>	<b>PM (\$220)</b>	<b>Subtotal</b>
Pre-Construction Meetings;			2	2
Review RFIs, Submittals and Shop Drawings	4	80	7	91
Issue ASIs	2	46	5	53
Weekly coordination meetings and site visits	8	10	66	84
Punch List and Substantial Completion	2	8	4	14
Final Inspection and Final Completion Letter	3	8	4	15
As-built Drawings	1	40	2	43
<b>Subtotal Hours</b>	20	192	90	302
<b>Subtotal Fee</b>	\$6,400	\$33,600	\$19,800	
<b>Total</b>				<b>\$59,800</b>
<b>Reimbursable Expenses</b> (2-4 trips of Site Visits, 1 trip of Punch list and 1 trip of Final Inspection, Printing, Deliveries)				<b>\$5,500</b>
<b>Grand Total</b>				<b>\$65,300</b>

---

**Compensation shall be adjusted as follows:**

Task	RMOB Fee	Terms
<b>Construction Observation</b>	<b>Task 782</b>	
GGLO (Landscape)	\$59,800	Hourly, NTE
HDR (Civil)	\$157,910	Hourly, NTE
Musgrove (Electrical)	\$14,000	Hourly, NTE
KPFF (Structural)	\$5,500	Hourly, NTE
<b>Subtotal</b>	<b>\$237,210</b>	
<b>Reimbursable Expenses</b>	<b>Task 004</b>	
GGLO (Landscape)	\$5,500	Estimated
HDR (Civil)	\$50	Estimated
Musgrove (Electrical)	Billed at cost	Estimated
KPFF (Structural)	Billed at cost	Estimated
<b>Subtotal</b>	<b>\$5,550</b>	
<b>Total</b>	<b>\$242,760</b>	

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

**Submitted by:**

GGLO,  
113 S 5<sup>th</sup> St  
Boise, ID 83702

By:



Printed Name: Mark Sindell

Title: Principal

Date: 12/29/2022

**Authorized by Owner:**

CCDC  
121 N. 9<sup>th</sup> Street, Ste 501  
Boise, ID 83702

By:

&lt;&lt; Signature appears on Task Order 19-004&gt;&gt;

Printed Name:

Title:

Date:



## **SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

HDR Engineering, Inc. (HDR), working as a subconsultant to GGLO is assisting with redesign of Grove Street between 9<sup>th</sup> and 16<sup>th</sup> Streets in Boise, ID. This project is led by Capital City Development Corporation (CCDC), in cooperation with the Ada County Highway District (ACHD) and City of Boise. The streetscape improvements in this area focus on multi-modal transportation through the use of universal/accessible design best practices and with the goal of drawing more people and economic activity to the area.

This Scope of Services (SOS) consists of services to assist CCDC and the Construction Manager/General Contractor (CM/GC) during construction. HDR (Consultant) will lead all tasks in this scope.

All deliverables will be electronic PDF copies unless otherwise noted.

### **KEY UNDERSTANDINGS**

- HDR will perform Construction Administration, Project Management and Construction Correspondence as outlined under this SOS.
- All work will be under the direction and request of the CCDC Project Manager.
- HDR will conduct up to forty (40) on-site observation of construction progress, CM/GC's performance, and design conformity.
- HDR will conduct review of provided shop drawings, material and products submittals specific to plans produced by HDR under the Linen Blocks on Grove Street design, and respond to Requests for Information (RFI), Requests for Clarification (RFC), Change Orders, and substitution requests.
- ACHD will be responsible for general project acceptance based on conformance with the plans and specifications.
- City of Boise will be responsible for project acceptance for the placement of Silva Cells.
- CCDC will issue final acceptance of the work based on ACHD's and the City of Boise's acceptance.
- HDR will participate in a final 'walk-through' and prepare/track punch list items.
- Documentation of all site visits and communications with the CM/GC.
- HDR will prepare Record Drawings
- Construction will commence on or before February 2023 and be complete by April 19, 2024 (15 months)

## **100 PROJECT MANAGEMENT & MEETING**

### **INVOICING AND PROGRESS REPORTS**

Monthly invoices specific to this project will be developed for its duration. Progress reports will describe work completed by HDR during the previous month, deliverables submitted, and issues requiring attention by CCDC staff. Anticipate up to fifteen (15) invoice and progress reports.



## **200 CONSTRUCTION ADMINISTRATION**

### **PRE-CONSTRUCTION CONFERENCE**

HDR will attend the pre-construction conference with CCDC and the CM/GC prior to the start of construction. The conference will be conducted at the CCDC offices or on the project site. It is assumed the meeting will last up to three (3) hours, including travel. One (1) HDR staff member will attend. HDR will review meeting notes prepared by others.

### **WEEKLY PROGRESS MEETINGS**

HDR will attend weekly progress meetings as directed by CCDC for a maximum of sixty-four (64) meetings. It is assumed the progress meetings will be conducted at the project site and last up to one (1) hour with one-half (1/2) hour for travel. One (1) HDR staff member will attend.

### **SITE VISITS**

HDR will visit the project site up to forty (40) times throughout the duration of the construction. The purpose of the site visits is to address field issues and coordinate with the CM/GC. It is assumed site visits will last up to four (4) hours for each visit, including travel, and time spent on site. Documentation of site visits will be in the form of a response to an RFI. One (1) HDR staff member will attend the site visits.

### **PAYMENT REQUEST REVIEW**

The CM/GC will submit monthly pay requests and backup documentation for each bid item to be progressed to CCDC. CCDC will review monthly pay submittal requests from the CM/GC based on percent of work complete. HDR will review pay requests previously reviewed and approved by CCDC for general conformance and recommend payment based on this review. Task assumes fourteen (14) pay estimates at one-half (1/2) hour each to process.

### **CM/GC SUBMITTAL REVIEW**

HDR will review submittals received from the CM/GC as listed below and coordinate with ACHD on any necessary submittal approvals. Anticipate four (4) hours per each submittal.

- Materials Review - HDR will review materials proposed to be incorporated into the work. Anticipate up to twenty (20) submittals.

### **REQUESTS FOR INFORMATION AND CLARIFICATIONS**

HDR will review and respond to RFI's and RFC's submitted by the CM/GC. Logging and tracking of RFI's and RFC's will be done through the CM/GC via Procore software. HDR will respond to up to thirty (30) RFI's and ten (10) RFC's at four (4) hours per each.

### **PREPARE CHANGE ORDER REQUEST**

HDR will prepare change order requests and associated drawing revisions for review and submittal to CCDC. CCDC will provide official approval of all Change Orders. Anticipate up to twenty (20) change orders at eight (8) hours per each. Deliverable for Change Orders include revised drawings and a log describing the change occurring on each sheet to aid in contractor pricing of work changed.



## **PROJECT CLOSE-OUT**

HDR will participate in a joint inspection with CCDC, City of Boise, and ACHD when the CM/GC notifies that the project is substantially complete. The inspection is anticipated to last up to four (4) hours including travel. Two (2) HDR staff members will attend.

Once the CM/GC provides notice that all items of work from the punch list are complete, HDR and CCDC will inspect the project to verify all items of work on the punch list are complete. This final inspection is anticipated to last up to four (4) hours including travel. One (1) HDR staff member will attend.

## **300 RECORD DRAWINGS**

### **CM/GC PROVIDED AS-BUILT DRAWINGS - REVIEW AND CLARIFICATION**

HDR will review and request necessary clarifications of the CM/GC provided as-built drawings upon completion of the project close-out identified under section 200.

### **CREATE RECORD DRAWINGS**

HDR will incorporate CM/GC as-built markups into digital record drawings once the project is complete. Upon review and completion HDR will provide CCDC with the digital files of the completed record drawings.



HDR Engineering, Inc.

Linen Blocks on Grove Street - Construction Admin

		TOTAL	Project Principal	Project Manager / EOR	PE	Accountant
<b>100</b>	<b>PROJECT MANAGEMENT &amp; MEETINGS</b>	<b>72</b>	<b>2</b>	<b>22.5</b>	<b>0</b>	<b>47.5</b>
	Invoicing	72	2	22.5		47.5
<b>200</b>	<b>CONSTRUCTION SERVICES</b>	<b>695</b>	<b>4</b>	<b>487</b>	<b>204</b>	<b>0</b>
	Pre-construction Conferences	4		4		
	Weekly Progress Meetings	96		96		
	Site Visits	164	4	160		
	Payment Request Review	7		7		
	CM/GC Submittal Review	80		40	40	
	Requests for Information and Clarifications	160		80	80	
	Prepare Change Order Request	160		80	80	
	Project Close-out	24		20	4	
<b>300</b>	<b>RECORD DRAWINGS</b>	<b>48</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>0</b>
	CM/GC Provided As-Built - Review and Clarification	24		24		
	Develop Record Drawings	24			24	
	<b>Total:</b>	<b>815.0</b>	<b>6.0</b>	<b>533.5</b>	<b>228.0</b>	<b>47.5</b>

CONSULTANT NAME: HDR Engineering, Inc.

PROJECT NAME: Linen Blocks on Grove Street - Construction Admin

## **CONSTRUCTION MANAGEMENT**

### **A. SUMMARY ESTIMATED MAN-DAY COSTS**

	Days	Hours				Total Labor
1 Project Principal	0.75 =	6	@	\$244.00	=	\$1,464.00
2 Project Manager / EOR	66.69 =	533.5	@	\$222.00	=	\$118,437.00
3 PE	28.50 =	228	@	\$144.00	=	\$32,832.00
4 Accountant	5.94 =	47.5	@	\$109.00	=	\$5,177.50
	101.88	815.00	TOTAL LABOR COST =			\$157,910.50

### **B. OUT-OF-POCKET EXPENSES**

Item	No.	per	@	Cost		Total
Mileage (40 trips)	80	miles	@	\$0.625	=	\$50.00
HDR TOTAL ESTIMATED EXPENSE*						= \$50.00
HDR Total						= \$157,960.50



**MUSGROVE  
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal  
Todd D. Nelson, P.E. – Principal  
Kurt E. Lechtenberg, P.E. – Principal  
Jason A. Rice, P.E. – Principal  
Thad S. Mason, P.E. – Principal  
Matthew N. Bradley, P.E. – Principal

**BOISE OFFICE:**  
234 S. Whisperwood Way  
Boise, Idaho 83709  
208-384-0585

**IDAHO FALLS OFFICE:**  
645 W. 25<sup>TH</sup> Street  
Idaho Falls, Idaho 83402  
208-523-2862

December 21, 2022

**EXHIBIT II**

GGLO  
1301 First Ave., Ste. 301  
Seattle, WA 98101

ATTENTION: Mark Sindell

RE: Engineering Fee Proposal - REVISED  
Project – Linen Blocks on Grove Street Streetscape Improvements –  
(Construction Administration Services)

Dear Mark:

We appreciate the opportunity to continue to be a part of your design team on the above referenced project. Based on our understanding of the project, we propose the following fees for our services:

Electrical:

Construction Administration Services:

River-Myrtle Old Boise District:

Hourly, with a not-to-exceed amount of..... \$ 14,000.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Construction Administration Services:

- Review of submittals and shop drawings.
- Reviewing RFI's and change orders.
- Interpretation and clarification of contract documents.
- General coordination during construction.
- Attendance of up to (30) construction OAC meetings
- Final site observation & reports.
- Incorporating contractor's as-builts into record drawings.

Services provided on an hourly basis shall be at the following hourly rates for 2021.  
Services provided beyond 2021 shall be at the rates in effect at the time of service.

Principal.....	\$170.00/hour
Commissioning Agent.....	\$140.00/hour
Energy Modeling.....	\$140.00/hour
Senior Project Engineer.....	\$140.00/hour
Project Manager.....	\$120.00/hour
Project Engineer.....	\$100.00/hour
Senior Project Designer.....	\$100.00/hour
Project Designer.....	\$ 90.00/hour
CADD Operator.....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries).....	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month,

which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Mark. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP  
KL/eby

Project: Linen Blocks on Grove Street Streetscape Improvements –  
(Construction Administration Services)

Client: GGLO

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



[www.musgrovepa.com](http://www.musgrovepa.com)

OVER 40 YEARS OF  
EXCELLENCE

December 23, 2022

Mr. James Greene, ASLA, LEED AP  
GGLO Architects  
1199 Shoreline Dr  
Boise, ID 83702

Re: Linen District Streetscapes AS-01  
Proposal for Additional Structural Engineering Services  
KPFF Project # 10212200066 AS-01

Dear James:

We are pleased to submit this proposal for additional structural engineering services required for the above-referenced project. This proposal is based on our original proposal to you on April 29, 2022 (PRP10212200066) and a phone call with Mark Sindell on November 30, 2022.

#### **PROJECT DESCRIPTION**

We understand that the project consists of providing construction administration support for the Linen District Streetscape project, which is described in the original proposal noted above.

#### **SCOPE OF WORK**

Please refer to Attachment B for a detailed description of our proposed scope of structural engineering services.

Requests from the Contractor to change the structural design of agency-approved Contract Documents or field repairs of Contractor construction defects will be tracked and billed as an additional service. For any such changes, KPFF will get authorization from our client before expending effort to fulfill the Contractor request.

#### **FEE**

We propose to accomplish the scope of work noted above on an hourly basis with an estimated maximum of **\$5,500**. We will bill our services on a monthly basis. We will not bill beyond this estimated amount without prior notification and approval from you.

#### **REIMBURSABLE EXPENSES**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

James Greene, GGLO Architects  
Linen District Streetscapes AS-01  
Proposal for Additional Structural Engineering Services  
KPFF Project # 10212200066 AS-01  
December 23, 2022  
Page 2

**AGREEMENT FOR PROFESSIONAL SERVICES**

All general Terms and Conditions shall per our original agreement this project dated April 28, 2022, with the exception of the Hourly Rate Schedule which shall be per Attachment A of this additional service proposal.

**SUMMARY**

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Ashley Thompson, SE, PE  
Associate

Attachments A & B

Accepted By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

cc: Judsen Williams, KPFF

T:\2022\10212200066 - LINEN DISTRICT STREETSCAPES\0 MARKET\0.2 PROPOSALS\2022-11-30 LINEN DISTRICT STREETSCAPES AS-01 PRP 10212200066.DOCX

**Attachment A**

**HOURLY RATE SCHEDULE**

**2022**

PRINCIPAL-IN-CHARGE .....	\$185.00
SR PROJECT MANAGER/ASSOCIATE .....	\$145.00
PROJECT MANAGER .....	\$125.00
PROJECT ENGINEER.....	\$115.00
DESIGN ENGINEER .....	\$95.00
PROJECT DRAFTER .....	\$90.00
DRAFTER/CAD OPERATOR.....	\$80.00
ADMINISTRATIVE/SECRETARY .....	\$65.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

## Attachment B Structural Engineering Scope of Services

KPFF Consulting Engineers has expertise in the analysis and design of all elements associated with typical building structures such as exterior wall systems, shoring, stairs, etc. We are available to provide structural design services on any or all of the many elements, which comprise a finished building. Shown below is our understanding of the scope, which is required for this project. If this scope is to be modified, we will be glad to revise our fee proposal to reflect any such change.

This is an exhibit attached to and made part of Agreement dated December 23, 2022 between

KPFF, Inc.	and	GGLO Architects	for	Linen District Streetscapes AS-01
(SER)		(Client)		(Project)

The services of the Structural Engineer of Record (SER) for this proposal include those summarized below.

<b>VI. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION;</b> Upon written request to proceed, the SER will:			
a. Attend Pre-Construction Meeting	X		
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing and Inspection Agency	X		
f. Advise Client and Contractor which Structural Elements Require Construction Observation by SER	X		
g. Review Specified Submittals for Items Designed by SER	X		
a. Review Submittals for Pre-Engineered Structural Elements	X		
b. Provide Interpretations of Structural Construction Documents	X		
c. Make Site Visits at Intervals Appropriate to the Stages of Construction	X		Max of (4) Visits
d. Prepare Structural Observation Reports	X		
e. Review Testing and Inspection Reports	X		
f. Initiate Appropriate Action to those Reports, if Required	X		
g. Assist in Preparing Architect's Supplemental Instructions (ASI) or Construction Change Directives (CCD) related to structural work	X		
h. Assist in Reviewing Change Orders Relating to the Structural Work	X		
i. Assist in Determining Whether Non-Conforming Structural Work Shall be Rejected	X		



James Greene, GGLO Architects  
 Linen District Streetscapes AS-01  
 Proposal for Additional Structural Engineering Services  
 KPFF Project # 10212200066 AS-01  
 December 23, 2022  
 Page 5

j. Assist in Conducting Inspections to Determine Substantial Completion of the Structural Work	X		

#### KPFF Task Hours and Fee Summary

<b>Construction Observation Services:</b>	<b>PIC (\$185)</b>	<b>Associate (\$145)</b>	<b>PE (\$115)</b>	<b>Subtotal</b>
Pre-Construction Meetings	0.5	1		1.5
Review RFI's, Submittals and Shop Drawings	1	3	12	16
Site Visits (4)		2	4	6
Field Observation Reports (4)	0.5	1	2	3.5
Review of Testing & Inspection Reports	0.5	1	1	2.5
Preparing ASI's / Change Directives	1	4	8	13
Subtotal Hours	3.5	12	27	42.5
<b>Subtotal Fee</b>	<b>\$ 647.50</b>	<b>\$ 1,740.00</b>	<b>\$ 3,105.00</b>	
<b>Total Fee</b>				<b>\$ 5,492.50</b>



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## AGENDA BILL

<b>Agenda Subject:</b> Linen Blocks on Grove Street Public Art – Partnership with Boise Arts & History – Type 4 Capital Improvement Contribution Agreement with City of Boise		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Amy Fimbel Project Manager	<b>Attachments:</b> 1) Exhibit A – Public Art Opportunities Map 2) Exhibit B – Estimate of Probable Cost	
<b>Action Requested:</b> Review Linen Blocks on Grove Street Public Art – Partnership with Boise Arts & History as a project eligible to utilize the Type 4 Capital Improvement Contribution Agreement and direct staff to continue negotiating a final agreement with City of Boise for future Board Approval.		

### Background:

The Linen Blocks on Grove Street is an area of west downtown Boise where focused investment—both public and private—is underway. CCDC engaged the community for assistance in developing a vision for the area from fall of 2020 to summer of 2021. The result of this outreach is the Linen Blocks on Grove Street Redevelopment Strategy Vision Report. The vision represents input from the public, key stakeholders, property owners, developers, and public agencies. The report recommends including public art on Grove Street for both placemaking and street activation. Public art discussions continued as the design team advanced the vision into capital improvement plans for the neighborhood.

The Boise City Public Art Program staff participated in the community stakeholder and design team meetings regarding the visioning and plan for streetscape and public art improvements on Grove Street between 10th and 16th Streets. As part of these discussions, Public Art Program staff identified the following public art opportunities for the Linen Blocks on Grove Street project: installation and programming of two art port pedestals to host a yearly rotation of sculpture art and the conversion of an existing empty billboard sign at the SW corner of Grove St and 15th St into a canvas for public art. Public Art Program staff also requested that a structural foundation be added below the existing *Bike Trio* public artwork located at 14th and Grove St. The other public art element being considered is the creation of a Historic Boise Neon Sign Museum. In coordination with the Signs of Our Times organization, six historic Boise neon signs will be restored and installed on the north side of Grove St between 12<sup>th</sup> and 13<sup>th</sup> Streets.

The Agency will install electrical and structural infrastructure as part of Linen Blocks on Grove Street Streetscape and Bikeway Improvements project. Public Art Program staff will coordinate and manage the artist selection processes including: RFQ/RFP, obtaining a public easement for the billboard sign art, facilitating the artist selection process, drafting and negotiating contract(s), managing the selected artists and project responsibilities, and coordinating with the project team to prepare the site for art installation. Site preparation and installation of the work will be coordinated with construction of the streetscape improvements.

The City of Boise Department of Arts & History is requesting funding assistance from the Agency for the Public Art. CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the City to assist with the costs associated with the contemplated Art.

The Agency estimates to reimburse Boise Arts & History \$136,000 for Public Art. Should the Board approve this designation, the Agency will negotiate a final do-not-exceed amount to be included in a final agreement brought to the Board. The Agreement will also articulate any ownership and maintenance obligations associated with the Historic Boise Neon Sign Museum.

**Fiscal Notes:**

Funding for the reimbursement is included in the Agency's approved FY2023 budget and forecasted FY2024 budget.

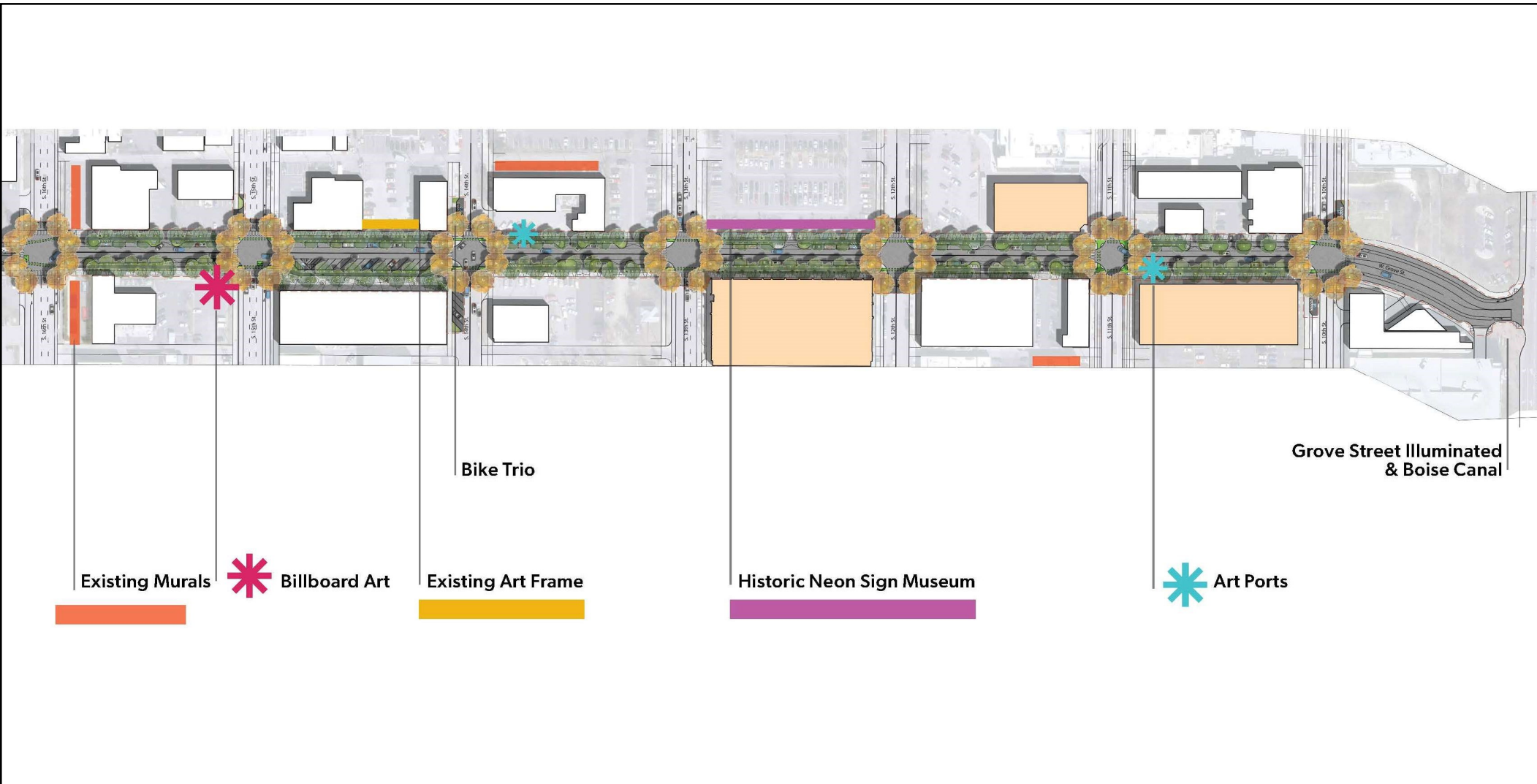
**Staff Recommendation:**

Approve and direct staff to continue negotiating a final Type 4 Capital Improvement Contribution Agreement for Linen Blocks on Grove Street Public Art.

**Suggested Motion:**

I move to direct staff to continue negotiating a final Type 4 Capital Improvement Contribution Agreement with City of Boise for Linen Blocks on Grove Street Public Art – Partnership with Boise Arts & History.

## **Exhibit A – Public Art Locations Map**



## Public Art Locations

 **REBUILD** LINEN BLOCKS ON GROVE STREET

**Exhibit B – Estimate of Probable Cost**

<b>Cost Component/Phase</b>	<b>Estimate Cost (\$)</b>	<b>Anticipated Timing</b>	<b>Notes</b>
Landmark Billboard Sign	\$100,000	2023-2024	Initial Artwork & Admin: \$50,000; Rotation in 2024: \$50,000
Art Ports (2)	\$30,000	2023-2024	Initial Artwork & Admin: \$15,000 (partnership with BSU); Rotation in 2024: \$15,000
<i>Bike Trio</i> Protection & Added Foundation	\$6,000	Uninstall Summer 2023; reinstall Winter 2023	A&H to uninstall and store art piece for duration of construction. CCDC to install structural foundation for <i>Bike Trio</i> existing artwork. A&H to reinstall <i>Bike Trio</i> after construction is complete. Uninstall, storage, reinstallation: \$6,000



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## AGENDA BILL

<b>Agenda Subject:</b> Resolution 1807 Approving Task Order 19-005 with Kittelson & Associates, Inc., for Professional Design Services on the 5 <sup>th</sup> Street and 6 <sup>th</sup> Street Two-Way Conversion Project		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Zach Piepmeyer, P.E., Parking & Mobility Director	<b>Attachments:</b> 1. Resolution 1807 2. Task Order 19-005 3. Consultant Proposal	
<b>Action Requested:</b> Adopt Resolution 1807 approving and authorizing the execution of Task Order 19-005 with Kittelson & Associates, Inc., for Professional Design Services on the 5 <sup>th</sup> Street and 6 <sup>th</sup> Street Two-Way Conversion Project.		

### **Background**

The 5<sup>th</sup> & 6<sup>th</sup> Street Two-Way Conversion Project includes public improvements that will convert a portion of 5<sup>th</sup> Street (Myrtle to Washington) and 6<sup>th</sup> Street (Myrtle to Fort) from a one-way couplet to two-way traffic operations.

ACHD initiated this project in 2016 and progressed through an initial Feasibility Study, followed by Concept Alternatives Design, selection of a preferred alternative, and early Final Design activities. In 2019, ACHD reprogrammed funding for this project to other areas of its operations, resulting in a project hiatus.

The City of Boise has identified the project as a high priority and in fall 2021 requested ACHD fund and advance the project through design and construction. As ACHD has resources committed to other projects, ACHD recommended that the City work with the Agency to manage the project to achieve the City's desired schedule. As such, CCDC has been coordinating with these partners as well as ITD on project scope.

On behalf of the City of Boise and in partnership with ACHD, the Agency is hiring Kittelson for professional design services that advances the two-way conversion project from its current concept to bid documents.

The project includes the following primary elements:

- Conversion of 5<sup>th</sup> Street to two-way traffic operations from Myrtle Street to Washington Street. Conversion of the two blocks from Washington Street to Fort Street anticipated in the future under a separate Ada County Highway District (ACHD) project.
- Conversion of 6<sup>th</sup> Street to two-way traffic operations from Myrtle Street to Fort Street.

- Pavement reconstruction and potential stormwater improvements on both 5<sup>th</sup> Street and 6<sup>th</sup> Street.

Anticipated improvements include traffic signal infrastructure work, pavement markings, road reconstruction (or repaving) work, pedestrian facility improvements, and possible stormwater improvements. Streetscape improvements anticipated with this project will be limited to repairs necessary with other project work.

This project is a cost share between the Agency and ACHD because the project includes improvements beyond the limits of the River Myrtle-Old Boise District (north of Jefferson Street). It also includes ACHD-requested pavement and stormwater improvements that are not required for the two-way conversion. Per the design-only Interagency Agreement (i.e. Cost Share Agreement) approved by ACHD at its November 9, 2022 Commission Meeting and by the Agency at its December 2022 Board Meeting, ACHD will reimburse the Agency for the design of all improvements outside the District as well as all pavement rehabilitation/reconstruction and associated stormwater improvements.

ACHD staff have reviewed and approved the proposed scope of work and associated design costs. Agency staff will negotiate a separate, construction-related Interagency Agreement with ACHD sometime in FY2024 prior to bidding.

Task Order 19-005 for Kittelson & Associates, Inc., provides the budget to complete stakeholder outreach, remaining topographic survey, traffic analyses, preliminary and final design activities, preparation of final bidding documents and providing assistance during bidding. Agency staff anticipates that the work associated with this Task Order will be completed by mid-FY2024. Any needed construction administration services will be negotiated at a later date under a separate Task Order and prior to any bidding for construction.

Additional project background can be found in the attached Consultant Proposal.

### **Fiscal Notes**

Task Order 19-005 approves the not-to-exceed amount of \$712,809 for all design costs on the Project. At present, ACHD's portion of the design cost is estimated at \$412,456 and the Agency's share is estimated at \$300,353.

The FY2023 Agency budget has adequate funds to cover the anticipated design costs.

### **Staff Recommendation**

Adopt Resolution 1807 approving and authorizing the execution of Task Order 19-005 with Kittelson & Associates, Inc. for Professional Design Services on the 5<sup>th</sup> St. and 6<sup>th</sup> St. Two-Way Conversion Project.

### **Suggested Motion:**

I move to adopt Resolution 1807 approving and authorizing the execution of Task Order 19-005 with Kittelson & Associates, Inc., for Professional Design Services on the 5<sup>th</sup> Street and 6<sup>th</sup> Street Two-Way Conversion Project.

## RESOLUTION NO. 1807

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 TASK ORDER 19-005 WITH KITTELSON & ASSOCIATES, INC., FOR DESIGN SERVICES FOR THE 5<sup>TH</sup> & 6<sup>TH</sup> TWO-WAY CONVERSION PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-005 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS; 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 Ada County Highway District ("ACHD") previously hired Kittelson & Associates, Inc., to conduct a feasibility study and concept design for the conversion of 5<sup>th</sup> and 6<sup>th</sup> Streets, from Myrtle Street to Fort Street, from a one-way couplet to a pair of two-way corridors (the "Project"), which concept for a partial conversion design was then approved by the ACHD Commission in 2017; and,

WHEREAS, ACHD initiated a final design phase but terminated the design contract with Kittelson & Associates, Inc., due to funding being shifted to other projects; and,

WHEREAS, the Project is a high-priority project for the Agency and the City of Boise, and the Agency can best manage the design services of the Project in order to achieve the desired schedule for completion; and,

WHEREAS, as approved by the Agency Board on December 12, 2022, with adoption of Resolution 1795, the Agency and ACHD have entered into the *Interagency Agreement for Design of Reconstruction/Rehabilitation of Roadway and Two-Way Conversion for 5<sup>th</sup> St. and 6<sup>th</sup> St., Myrtle St. to Fort St.* (the "Interagency Agreement") for the cost share of the design work on the Project; and,

WHEREAS, the Project is a cost share because a significant portion of the anticipated improvements will be located outside of an established urban renewal district and further, because ACHD has requested pavement maintenance and associated stormwater modifications beyond the scope of work necessary to complete the two-way conversion; and,

WHEREAS, by the terms and conditions of the Interagency Agreement, ACHD recognizes and acknowledges that the Agency will not fund design for any elements of the Project outside of the River Myrtle-Old Boise Urban Renewal District and will not fund design for any elements of the Project pertaining to pavement maintenance and associated stormwater modifications, with said design costs being the full responsibility of ACHD; and,

WHEREAS, Kittelson & Associates, Inc., has submitted a proposal to the Agency for final design services in the amount of \$712,809, including: completion of the remaining topographic survey beyond that which was specified in Task Order 19-004 executed November 17, 2022, as well as all public involvement activities, final design tasks, and assistance during bidding; and,

WHEREAS, Task Order 19-005, attached hereto as Exhibit A, reiterates that ACHD has agreed to reimburse the Agency for all design costs associated with the ACHD portion of the Project, which ACHD portion is estimated to be \$412,456, and that the Agency, not Kittelson & Associates, Inc., shall be responsible for obtaining that reimbursement from ACHD; and,

WHEREAS, the Agency Board finds it in the best interest to approve Task Order 19-005 with Kittelson & Associates, Inc., for final design services for the 5<sup>th</sup> & 6<sup>th</sup> Two-Way Conversion Project and to authorize the Agency 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, AS FOLLOWS:

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

Section 2: That Task Order 19-005 between the Agency and Kittelson & Associates, Inc., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-005 with Kittelson & Associates, Inc., for an amount not to exceed SEVEN HUNDRED

TWELVE THOUSAND EIGHT HUNDRED NINE DOLLARS (\$712,809), with the understanding that the design costs for elements of the Project outside of the River Myrtle-Old Boise Urban Renewal District and those design costs associated with pavement maintenance and associated stormwater modifications will be the full responsibility of and reimbursed by ACHD; and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-005, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the final design services detailed in Task Order 19-005.

Section 5: 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 January 9, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 11, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



KITTELSON & ASSOCIATES, INC.  
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

**TASK ORDER 19-005**

*CONSULTANT: Use the Project Name and **PO#230029** number on all project-related invoices.*

TO: John Ringert, Senior Principal Engineer  
Kittelson & Associates, Inc. ("CONSULTANT")  
101 South Capitol Boulevard, Suite 600  
Boise, Idaho 83702  
208-338-2683  
[jringert@kittelson.com](mailto:jringert@kittelson.com)

FROM: John Brunelle, Executive Director  
Capital City Development Corporation ("CCDC")  
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**ORIGINAL AGREEMENT:** 2019-2024 On-Call Professional Services ("Agreement")  
**AGREEMENT DATE:** July 2, 2019

**TASK ORDER DATE:** \_\_\_\_\_  
**TASK ORDER AMOUNT:** \$712,809

**1. PROJECT NAME: 5<sup>th</sup> & 6<sup>th</sup> Two-Way Conversion - Final Design**

**2. PROJECT DESCRIPTION**

The 5<sup>th</sup> & 6<sup>th</sup> Two-Way Conversion Project ("Project") is a high-priority project for the City of Boise to partially convert 5th & 6th Streets from a one-way couplet to a pair of two-way corridors. The Project is a cost share with the Ada County Highway District ("ACHD") because a significant portion of the anticipated improvements will be located outside of an established urban renewal district and further, because ACHD has requested pavement maintenance and stormwater modifications beyond the scope of work necessary to complete the two-way conversion. In accordance with the Interagency Agreement between CCDC and ACHD, effective December 12, 2022, ACHD has agreed to reimburse CCDC for all design costs associated with its share of the Project.

ACHD previously hired CONSULTANT to conduct a feasibility study and concept design for the Project. The concept for a partial conversion design was then approved by the ACHD Commission in 2017. ACHD then initiated a final design phase but terminated the design contract due to funding begin shifted to other projects. In support of the City's high priority and to achieve the desired schedule, CCDC will manage the consulting services of the Project.

CCDC desires to engage CONSULTANT to complete final design for the Project. This includes completion of the remaining topographic survey beyond that which was specified in Task Order 19-004, as well as all public involvement activities, final design tasks, and assistance during bidding as specified herein.

**3. SERVICES TO BE PERFORMED**

CONSULTANT shall perform the services described in CONSULTANT's Task Order No. 3 (Project 27169) proposal dated December 2022, attached as Exhibit A ("Scope of Services" or "Scope").

CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as a Notice to Proceed.

**4. SUBCONSULTANT(S)**

CONSULTANT intends to hire Parametrix, Inc. and Strata as SUBCONSULTANTS to complete the Scope of Services.

- (a) CCDC hereby approves the listed company as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, each SUBCONSULTANT shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANT has the following insurance coverages:
  - (1) SUBCONSULTANT shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
  - (2) SUBCONSULTANT agrees to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SUBCONSULTANT negligence during the performance of this Agreement.
  - (3) SUBCONSULTANT agrees to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum

coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.

- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

## 5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order shall be an amount not to exceed **SEVEN HUNDRED TWELVE THOUSAND EIGHT HUNDRED NINE DOLLARS (\$712,809)**. As noted above, the Interagency Agreement between CCDC and ACHD, effective December 12, 2022, specifies that ACHD has agreed to reimburse CCDC for all design costs associated with its share of the Project, estimated as \$412,456 on Exhibit A. CONSULTANT is not responsible for separate billing to ACHD.

CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon hourly rate(s). CONSULTANT is responsible for all payments to SUBCONSULTANTS, which shall be consistent with the not-to-exceed pricing included in Exhibit A.

- (b) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, and travel-related expenses and shall be billed at the actual cost with no markup. Reimbursable expenses shall be included in this Task Order's not-to-exceed limit of \$300,353.
- (c) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services are expected to exceed the not-to-exceed limit set for this Task Order. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the Task Order not-to-exceed limit.
- (d) Invoicing. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC and shall include the PO# 230029 on the invoice. Each invoice shall specify charges as they relate to the tasks outlined in the Scope of Services. Additionally, each invoice shall specify current billing and previous payments including a total of cost incurred and payments made to date.

## 6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services, with such completion no later than March 31, 2024. CCDC and CONSULTANT hereby agree that the following milestones are critical to the success of the Project and that every effort will be made by CONSULTANT to complete the tasks it has specified in the attached Exhibit A on or before the following dates:



Task 4 Design Review:	August 15, 2023
Task 5 95% Design Drawings:	November 15, 2023
Task 7 100% Bid Documents:	February 15, 2024

**7. DELIVERABLES / COPIES OF PRODUCTS**

CONSULTANT shall submit the deliverables for each task as outlined in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

**8. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION**

In accordance with Idaho Code Section 67-2346, CONSULTANT, by entering into this Task Order, hereby certifies that it is not currently engaged in, or for the duration of this Task Order will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

**9. CONTRACT TERMS**

Terms of the 2019-2024 On-Call Professional Services Agreement between CCDC and CONSULTANT shall remain in effect and shall apply to the services performed and work products created under this Task Order, which Agreement was signed by CCDC and CONSULTANT with an effective date of July 2, 2019.

End of Task Order 19-005 | *Signatures appear on the following page.*

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

**CAPITAL CITY DEVELOPMENT CORP.**

**CONSULTANT**

**KITTELSON & ASSOCIATES, INC.**

\_\_\_\_\_  
John Brunelle, Executive Director

\_\_\_\_\_  
John Ringert, Principal

Date: \_\_\_\_\_

Date: 1/5/23

**EXHIBITS**

A: Consultant's Proposal dated December 2022 (37 pages)

Budget Info / For CCDC Office Use	
Fund/District	302
Account	6250
Activity Code	20001
PO #	230029
TO 3 Completion Date	March 31, 2024

## 5th St. and 6th St. Two-Way Conversion Project, Myrtle Street to Fort Street

### On-Call Traffic and Transportation Consulting Services:

### Task Order No. 3: Final Design

#### Project Background

Traffic circulation alternatives for a two-way street conversion of 5<sup>th</sup> Street and 6<sup>th</sup> Street were first considered in the Ada County Highway District's (ACHD) *Downtown Boise Implementation Plan 2013* (DBIP) and at the request of the City of Boise, the ACHD commissioned the *5<sup>th</sup> Street and 6<sup>th</sup> Street Two-Way Conversion Feasibility Study (feasibility study)* in 2015. The feasibility study concluded the conversion was feasible and led to the development of the *5<sup>th</sup> Street and 6<sup>th</sup> Street Two-Way Conversion Concept Design Report* in 2017. Three alternatives were evaluated in the concept design report: no-build, full conversion of 5<sup>th</sup> Street and 6<sup>th</sup> Street, and a "Partial Conversion" of 5<sup>th</sup> Street with a full conversion of 6<sup>th</sup> Street. In October 2017, the ACHD commission adopted the Partial Conversion alternative.

ACHD initiated the final design phase for the Partial Conversion Alternative ("Project") in 2018. That phase included a refined traffic analysis of the Project based on the City of Boise's (City) concerns about the number of on-street parking stalls that would be removed with the adopted concept. This analysis evaluated traffic impacts of turn-lane reductions to minimize the loss of on-street parking to the extent possible. Kittelson & Associates, Inc. (Kittelson) performed the refined analysis and developed modified Partial Conversion alternatives in accordance with this request. Based on the outcomes of this analysis and coordination with the City, ACHD staff recommended:

- 6<sup>th</sup> Street – No changes to the adopted Partial Conversion alternative
- 5<sup>th</sup> Street – Eliminate proposed left turn lanes at Main Street and Idaho Street

Shortly after this refined traffic analysis task was completed in 2019, ACHD staff was directed to delay the Project and funding was reprogrammed from Maintenance to Economic Development. No additional work was completed following this direction to delay.

The City of Boise has identified the Project as a high priority and in fall 2021 requested ACHD advance the Project into design and construction. As ACHD has resources committed to other projects, ACHD recommended that the City work with the Capital City Development Corporation (CCDC) to manage the Project to achieve the City's desired schedule. As such, CCDC has been coordinating with the stakeholder group [ACHD, City, Idaho Transportation Department (ITD)] and has retained Kittelson to provide engineering consulting services.

This Task Order No. 2 has been prepared to identify consultant work tasks for Final Design of the Project as well as anticipated cost share components for CCDC and ACHD.

## Project Roles and Responsibilities

Under this effort, the City and CCDC will partner to work with ACHD and ITD to achieve the City's vision for the partial two-way conversion of 5<sup>th</sup> Street and full two-way conversion of 6<sup>th</sup> Street. The City will champion the Project and CCDC will support the City by managing consultant services.

Specifically, the **City of Boise (i.e. Mayor's Transportation Policy Advisory and Transportation Planning Division in Comprehensive Planning)** will serve as the Project sponsor for this effort. This includes:

1. Leading stakeholder coordination with the public, businesses owners and/or property owners potentially impacted by the Project. This includes one-on-one outreach communications and on-site meetings with business and property owners (including the State of Idaho) throughout the final design and construction phases as well as scheduling, advertising and leading up to two (2) public information meetings during Final Design.
  - a. Anticipated Timeframe for Public Involvement Activities: August 2023 through September 2023
2. Leading the coordination with and approval processes through all Authorities Having Jurisdiction (AHJ). This includes preparation and negotiation of interagency agreements and maintenance agreements, leading all presentations to governing bodies (i.e. ACHD Commission, ITD Board and/or Boise City Council), and submitting applications or requests for funding and formal project approvals with ACHD and ITD.
  - a. Anticipated Timeframe: January 2023 through FY2024/FY2025 (Current programmed construction year)
3. City of Boise is expected to make all communications—including material reviews and requests for additional work—to CCDC. CCDC is responsible for managing the Consultant, as described below.
  - a. Anticipated Timeframe: January 2023 through FY2024/FY2025 (Current programmed construction year)

**CCDC and its consultant, Kittelson**, will provide support services to the City throughout the Project. CCDC will serve as the consultant's primary point of contact and will be the liaison for all communications with the City. Consultant is expected to plan and deliver work products in a timely manner that allows adequate review time by CCDC ahead of CCDC distributing to the City or other AHJ. CCDC will work with the consultant to perform the following work components. Items included in this list will be further detailed in this and future Task Orders with the consultant:

1. Scoping, negotiating fees and managing consultant design services work
2. Preparing documents, including design plans, utility coordination, public outreach deliverables, graphics, 3D photosimulation renderings, construction specifications, construction cost estimates and other supporting documentation that may assist with the City's tasks outlined above
3. Coordinating the ACHD Development Services design submittal process

4. Managing the bidding process for construction
5. Administering construction (i.e. managing the contractor) and project close-out
6. Coordinating project specifics with staff at ACHD and City of Boise throughout design and construction process

All consultant coordination with ACHD, ITD, the City or other AHJ shall be conducted via CCDC. All deliverables shall be provided to CCDC only with distribution to other AHJ by CCDC, as appropriate.

## **Task Order 3 Scope of Work: Final Design**

Kittelson and Associates will provide engineering design services and prepare final construction documents for the Project in accordance with the conceptual design shown in Attachment A1 and the assumptions listed below.

### **Project Assumptions**

In addition to the proposed conceptual layout shown in Attachment A1, key assumptions include:

#### **ACHD/CCDC Cost Share Agreement**

The Project will require financial participation by both ACHD and CCDC, which is anticipated to be memorialized via ACHD Cost Share Agreement. Anticipated CCDC costs will be limited to within the URD boundaries. ACHD is anticipated to cover some costs within the URD boundaries as well as all costs outside of the URD boundaries. The following are key elements anticipated in the agreement:

- CCDC plans to participate in the design and construction costs for the infrastructure necessary to facilitate the work elements associated with the partial two-way conversion within the River Myrtle Urban Renewal District (URD); the URD boundary begins south of Myrtle Street and ends immediately north of Jefferson Street. This includes:
  - Signal equipment modifications required to convert one-way operations to two-way operations
  - Signing and pavement marking modifications required to convert one-way operations to two-way operations
- Through previous coordination ACHD requested the Project also include pavement rehabilitation and stormwater facilities improvements to meet run-off reduction requirements and remove corrugated metal pipe and other pipes, inlets, manholes, and other stormwater facilities as directed, both inside and beyond the URD boundaries. ACHD anticipated to cover all costs associated with this work, both inside and outside the URD boundaries.
- In addition to pedestrian ramp reconstruction related to two-way conversion signal modifications, it is anticipated pedestrian ramp reconstruction will be required to implement bulbout curb extension per ACHD design guidelines and/or in order to make ADA retrofit modifications. Within the URD boundaries, CCDC anticipated to cover the cost of anticipated pedestrian ramp replacements for signal modifications, bulbout curb extension implementation and/or ADA retrofit modifications. ACHD anticipated to cover these costs outside the URD boundaries.

- Bid documents will separate ACHD components from CCDC components based on physical location (i.e. inside vs. outside the URD, those costs which are related to two-way conversion vs. those which are not).
- The cost for project elements will be shared between ACHD and CCDC. The following table identifies anticipated breakdown of costs. See Attachment A2 for concept-level Opinion of Probable Construction Cost. See Attachment B for Consultant design estimate.

<b>Proposed Cost Share Assignment – Design and Construction</b> <sup>[1]</sup>	<b>ACHD Portion</b>	<b>CCDC Portion</b>
Signal Modifications/Improvements for Partial Two-Way Conversion <sup>[2]</sup>	25%	75%
Signage & Pavement Marking Modifications for Two Way Conversion <sup>[3]</sup>	32%	68%
Concrete Pavement Reconstruction, Including Earthwork <sup>[4]</sup>	100%	0%
Asphalt Pavement Rehabilitation, Including Earthwork <sup>[4]</sup>	100%	0%
Pavement Micro-seal Work <sup>[10]</sup>	0%	100%
Stormwater Inventory and Inventory <sup>[5]</sup>	100%	0%
Pedestrian Ramp Reconstruction <b>Inside</b> the URD <sup>[6]</sup>	0%	100%
Pedestrian Ramp Reconstruction <b>Outside</b> the URD <sup>[6]</sup>	100%	0%
Title Reports <sup>[3]</sup>	32%	68%
Driveway Reconstruction <b>Inside</b> the URD <sup>[11]</sup>	0%	100%
Driveway Reconstruction <b>Outside</b> the URD <sup>[11]</sup>	100%	0%
Additional City of Boise and ITD Requested Traffic Analysis <sup>[7]</sup>	0%	100%
Additional ACHD Requested Traffic Analysis <sup>[7]</sup>	100%	0%
Topographic Surveying <sup>[8]</sup>	50%	50%
Temporary Construction Traffic Control <sup>[9]</sup>	70%	30%
Mobilization	50%	50%

[1] Cost share for Consultant's engineering design fees has been developed using these cost share percentages and other assumptions for construction documents production. Cost for other efforts such as project administration, public information support, construction administration, etc. are also assumed to be shared. See Attachment A2 for concept-level Opinion of Probable Construction Cost. See Attachment B for Consultant design estimate.

[2] 75% (12 of 16) of the signal modifications necessary for the two-way conversion are located within the URD. Includes new traffic signal at 5<sup>th</sup>/Myrtle.

[3] Approximately 68% (2,480' of 3,150' on 5<sup>th</sup> Street; 2,480' of 4,100' on 6<sup>th</sup> Street) of the project length located inside the URD.

[4] Pavement rehabilitation and reconstruction effort not required for partial two-way conversion of 5<sup>th</sup> & 6<sup>th</sup> Street. Full cost for construction anticipated by ACHD. It is assumed that a small amount of roadway design plans would be necessary for the partial two-way conversion project within the URD (i.e. for roadway improvements associated with pedestrian ramp replacement). As such, CCDC will cover 15% of the roadway design plans production. See Task 4.7.2 in Attachment B for cost breakdown.

[5] On-Site Stormwater Reduction required for pavement reconstruction and not required for partial two-way conversion. Full cost for design and construction anticipated by ACHD.

[6] Approximately 38 of 67 (57%) intersection corners to be reconstructed with the Project are located inside the URD. Full Cost of design and construction of these 38 corners anticipated by CCDC. Approximately 29 of 67 (43%) corners to be reconstructed with the Project are located outside the URD. Full cost of design and construction of these 29 corners anticipated by ACHD.

[7] Additional traffic analyses have been requested by City of Boise, ACHD, and ITD. . See Task 4.0 for additional information.

[8] 50/50 Split for Topographic Surveying as higher detail is required for all pavement, curb, and stormwater work.

[9] Roadway reconstruction work has higher level of effort for traffic control activities than signal and pedestrian ramp work related to the conversion of the streets.

[10] Microseal of existing pavement is assumed as the desirable pavement surface treatment prior to the application of new pavement markings between Myrtle Street and Front Street. This is assumed to be required for the two-way conversion, therefore, CCDC will cover 100% of this cost.

[11] ACHD has requested that all driveways within the project limit to be evaluated for ADA compliance and replaced if found non-compliant. There are currently 37 driveways within the project limits; 13 driveways outside the URD (35%) and 24 driveways inside the URD (65%). CCDC will cover all costs for design and construction of driveways inside the URD and ACHD will cover all costs for evaluation, design, and construction of driveways outside the URD.

### **Pedestrian Ramps and Bulbout Curb Extensions**

A preliminary “walking inventory” has been performed and it is estimated that at least 67 pedestrian ramps will need to be replaced due to conflicts with two-way signal modifications, ADA non-compliance issues and/or the implementation of bulbout curb extensions (see Attachment A1 for anticipated locations). The following evaluation process will be used for all pedestrian ramps within the Project area:

Step 1: Are bulbout curb extensions feasible and warranted based off ACHD guidance? If so, replace existing pedestrian ramp(s) with bulbout curb extension(s) and pedestrian ramp(s) which are directional, ADA-compliant and accommodate two-way conversion signal modifications. If not, proceed to Step 2.

ACHD provided guidance to install curb extensions if the following criteria is met:

- There is adjacent on-street parking
- There are no dedicated bike lanes

Step 2: Is existing pedestrian ramp angled or is there an ADA-compliance deficiency with the existing ramp? If so, replace with directional, ADA-compliant pedestrian ramps which accommodate two-way conversion signal modifications. If not, proceed to Step 3.

Step 3: Does the existing pedestrian ramp conflict with proposed two-way conversion signal modifications? If so, relocate or modify pedestrian ramp. If not, retain existing pedestrian ramp.

### **Pavement Rehabilitation or Reconstruction**

ACHD will require existing asphalt pavement be reconstructed with concrete pavement for portions of both corridors. ACHD will require asphalt rehabilitation for other portions of both corridors. See Attachment A1 for anticipated locations.

ACHD to provide the required pavement section for both concrete and rehabilitated asphalt sections. No geotechnical analysis for pavement design anticipated.

No Asphalt rehabilitation is assumed between Myrtle Street and Front Street on both 5<sup>th</sup> Street and 6<sup>th</sup> Street. A micro-seal is assumed for these areas to complete the pavement marking work associated with the two-way conversion.

### Stormwater Design

Full-depth pavement replacement (proposed concrete sections only) was requested by ACHD for portions of each corridor and this work will trigger ACHD's Runoff Retention Requirements.

- A stormwater report will be provided
- An existing stormwater facilities inventory will be performed in Task 3
- The following Green Stormwater Infrastructure (GSI) treatments will be evaluated and proposed
  - Tie into/perpetuate existing stormwater tree cells
    - Existing stormwater connections to tree cells will be perpetuated.
    - Introducing new stormwater connections to existing tree cells (that don't currently capture roadway stormwater will be evaluated on a case by case basis
      - ACHD will provide an inventory of existing tree cells within the project limits
      - ACHD will provide as-built plans of existing tree cell facilities
    - Project does not include any new streetscape facilities (i.e. street trees and silva cells). Therefore, new silva cells will not be included with this project
  - Permeable pavers in parking lanes
  - Curb extension bio-planters
  - Underground seepage beds will be considered if other GSI treatments aren't feasible.
- Perpetuating existing backbone infrastructure will be required
  - Assume that GSI treatments may not accommodate full run-off requirement and therefore existing backbone infrastructure is to be retained and perpetuated

### Signal Design

This scope of work includes a field review with ACHD signal technicians to review all of the signals and finalize the signal design scope. For scoping purposes, the following table lists anticipated signal design work.

6 <sup>th</sup> Street Signal Modifications	5 <sup>th</sup> Street Signal Modifications
Myrtle Street – APS, Signal Mods	Myrtle Street – Construct New Signal
Front Street – APS, Signal Mods	Front Street – Add Mast, Mods
Main Street – APS, Signal Mods,	Main Street – APS, New Pole, Signal Mods
Idaho Street – APS, New Pole, Signal Mods	Idaho Street – APS, Signal Mods
Bannock Street – APS, New Pole, Signal Mods	Bannock Street – Construct New Signal
Jefferson Street –Signal Mods	Jefferson Street – Add mast, Mods
State Street –Signal Mods	State Street – APS, New Pole, Mods
Hays Street – APS, New Pole, Signal Mods	Fort/Hays Street – APS, New Pole, Sig Mods
Fort Street – APS, New Pole, Signal Mods	

### Environmental Evaluation

ACHD staff have indicated that a Hazardous Materials Assessment may be required for the project. Further coordination and review of the project site is required to determine if a Hazardous Materials Assessment will be required. If required, a supplemental agreement will be necessary to develop the scope of the assessment and ACHD will cover all costs associated with the assessment.



### **Stormwater Pollution and Prevention Plan (SWPPP)**

It will be the contractor's responsibility to develop a SWPPP plan for construction activities

### **Streetscape Improvements**

The Project assumes no streetscape upgrades beyond those needed for signal work at intersections or pedestrian ramp replacement. Streetscape improvements, as directed by the City, can be negotiated as additional services.

### **Right-of-Way**

Acquisition of right-of-way (ROW) is not anticipated with this project, however, easements might be needed at some intersection corners and some driveway locations depending on the project design.

It is assumed that 20 title reports will be needed to determine easement areas within the project limits, and a contingency amount of \$300.00 per title report is included in the project budget to request title reports. Should this contingency amount be exhausted, a supplemental agreement will be required.

A supplemental agreement will be developed if any ROW plans and legal descriptions are deemed necessary for the project improvements.

CCDC and ACHD will be billed for cost of title reports according to the location of the property where the title report is required (i.e. inside vs outside the URD). For the purposes of this scope a 68%/32% cost split is assumed for CCDC and ACHD.

### **Traffic Analysis**

It is assumed that additional traffic analyses are required to analyze the impacts of two city-requested design modifications for the purpose of preserving on-street parking capacity and/or minimizing pedestrian crossing distances at intersections. See Task 4.0 for additional information.

### **Project Team**

In addition to the Roles and Responsibilities outlined at the beginning of this Task Order, Kittelson & Associates, Inc., supported by Subconsultants Parametrix and Strata, will design the Project and supply documentation in accordance with this scope of work, the current version of the ISPWC specifications with the current ISPWC updates as amended by ACHD adopted supplements, including the ACHD Supplemental Traffic Provisions.

### **Project Milestones and Schedule**

Formal checkpoints or "milestones" are required at various stages of design development for review of specific information and the project as a whole by the agency stakeholders. The following are the anticipated design milestones:

- Traffic Analysis Memo Development and Submittal (January 2023 to April 2023)
- 75% Design Development/Design Review (January 2023 to July 2023)
- 95% Draft PS&E (August 2023 to November 2023)
- 99% Draft PS&E (December 2023 to January 2024)

- 100% Bid Documents for Approval (January 2024 to February 2024)

This scope of work assumes a project duration of 13 months and will be based around the milestones listed above. A detailed SmartSheet schedule will be developed and maintained throughout the project duration. Attachment A3 shows the anticipated project schedule.

## SCOPE OF WORK

### 1.0 Project Management

#### 1.1 Progress Meetings/Check-Ins

The Project assumes bi-weekly, half hour, virtual progress meetings with CCDC attended by two Kittelson staff.

#### 1.2 Project Coordination

The Project assumes 3 hours per week by the project manager for general coordination with CCDC, ACHD, ITD, City of Boise and the Subconsultant (emails, phone calls, exhibits, etc.). Also includes coordination with adjacent projects.

#### 1.3 ACHD Commission Meeting

Kittelson will prepare for and attend up three ACHD commission meetings. Anticipated Commission meetings will entail the following:

- Approval of Concept configuration with City-requested changes
- Approval of Final Design (prior to bidding)
- Approval of Interagency Agreement for Construction (following bidding)

#### 1.4 Invoicing and Progress Reports

Two invoices per month will be generated: (1) for costs associated with the CCDC Project and (2) for costs associated with work for the ACHD Project, as defined in the ACHD-CCDC Interagency Agreement.

Monthly invoices and progress reports will be developed and submitted. 1 hour per month per invoice.

#### **Task 1 Deliverables:**

- Check-In Meeting Agendas and Summaries
- General Project Coordination Correspondence
- Monthly Invoices and Progress Reports

### 2.0 Public Involvement

Kittelson will support the City of Boise with their public and stakeholder outreach. Efforts for this task are assumed based on the subtasks below. Efforts for this scope will be tracked and a supplemental agreement will be required if budget is exhausted.

#### 2.1 Assist the City of Boise with the development of exhibits or renderings

#### 2.2 Attend stakeholder meetings as requested by CCDC and City of Boise (this scope of work assumes attendance at 10 one-hour meetings by two Kittelson staff)

- 2.3 Attend a maximum of one, two-hour, public open house by two Kittelson staff
- 2.4 Web-based storyboards and infographics to support on-line outreach efforts

Task 2 Deliverables:

- Draft and final 3D photosimulation renderings, maximum of 4
- Draft and final display boards for public open houses, maximum of 8
- Web-Based Storyboards and infographics, maximum of 4
- Attendance at stakeholder meetings and public open house
- Stakeholder meeting and public open house summaries

### 3.0 Surveying (by Parametrix)

Surveying work will be performed by Parametrix per Task 3 scope below and their fee estimate shown in Attachment B. Kittelson's fee estimate reflects coordination efforts with Parametrix on Tasks 3.2 – 3.4.

NOTE: The following scope has been developed for the entire project, including ACHD and CCDC portions. To maintain schedule, surveying within the RMOB URD only (the CCDC portion) was initiated with an advanced task order (Task Order 02).

### 3.1 (Not Used)

### 3.2 Topographic Survey

All Horizontal and Vertical Control, and Benchmarks will be converted to the Ada County GIS coordinate system which is a modified state plane projection unique from standard Idaho State Plane Coordinates. All subsequent conventional mapping shall be processed in relation to this Ada County GIS. All mapping and control shall be prepared using ACHD's CADD System and standards.

Parametrix will perform a field survey for each roadway segment consisting of the following tasks:

- Perform a topographic survey to include:
  - Sidewalks, top back of curb, lip of gutter (face of curb at road surface level if no gutter exists), grade breaks, at all PC's, PT's, curb cuts, alley ways, curb returns, intersections, and at a maximum of 50-ft on tangent sections.
  - The survey will also pick up visible surface utilities including manholes, storm inlets, and utility valves located within the paved area of the roadway segments.
  - At intersections: Locate all building corners within 10' of the ROW, sidewalks, ped ramps, signal poles, signal cabinets, junction boxes, pedestrian poles, light poles, planters, trees, street furnishings, and any other surface features.
  - Topographic survey to extend 50' beyond the curb return at all side streets, 25 feet beyond the curb cuts at alleys, and 25 feet beyond the curb cuts at driveways.
  - Street signs along the roadway segments.
  - Measure pipe inverts for accessible storm drain, sanitary sewer & irrigation structures within the project limits

- Locate visible survey monuments and corner pins within the project limits that need to be either retained and protected or referenced and reset during construction.
- Obtain Ada County GIS information for existing right-of-way along with plats and records of surveys adjacent to each roadway segment. The approximate right-of-way location will be depicted based upon the GIS information.
- Prepare a utility base map based on pre-marked utility locations and maps provided by utility companies. Parametrix will coordinate with Digline to locate and mark existing underground utility locations for the roadway segments and will also coordinate with local utility companies to obtain facility maps of underground utilities.
- Set Temporary Benchmarks (TBM's) at intervals of approximately 500 feet. The TBM's shall be established in locations which minimize disturbance during construction of the Project or an adjacent development project and must be easily accessible to the contractor and/or surveyor. Monuments within the roadway, i.e. Centerline monuments, and intersection monuments as well as chiseled "X" in curbs which will be destroyed during construction shall not be used as TBM's.
- Prepare a topographic basemap (.dwg) that includes all features located in the topographic survey, survey monuments, and temporary benchmarks.
- Prepare an AutoCad Civil 3D surface (.dwg, .xml) of the existing topographic survey features.
- Prepare and submit an ITD encroachment permit to perform surveys within portions of project work that fall within ITD right-of-way.

### **Task 3.2 Deliverables**

- 2D & 3D Topography base map (.dwg) and survey data for the Project.
- Base Map of Existing Utilities (created from maps provided by utility companies and Digline information).

### **Assumptions**

- Parametrix will secure all necessary Rights of Entry onto private property prior to beginning field work.
- This scope of work does not include setting property pins or monuments.
- No paper copies of the base map will be provided.
- The cost of traffic control flagging is included under a contingency amount in this scope of work. If needed verbal authorization of the traffic control contingency item will be obtained from CCDC prior to execution of the work.
- All ITD right-of-way encroachment permits will be prepared by Parametrix approved by ITD.
- Surveys and mapping may be limited in areas where streets, walkways and adjacent properties are under construction.

### **3.3 Project Control**

Existing monuments within the project area will be surveyed in Task 3.2. KAI and Parametrix will collaborate to establish the project control and design alignments based on the proximity of the existing monuments.

#### ***Task 3.3 Deliverables***

- Review of proposed project design alignments relative to project control. KAI will provide the 75% Plans to Parametrix for review of project control.

### **3.4 Storm Drain and Irrigation Facilities Inventory**

Perform a field inventory of all storm drain and irrigation facilities within the limits of the roadway segments. Field inventory of storm drain and irrigation facilities will be conducted to determine if existing manholes meet ISPWC SD-617. The inventory will consist of the following:

- Visually inspect storm drain pipes within the roadway segment at inlets and manholes. Take a photograph of each storm drain cover/grate and all pipes at each location. Visually inspect all irrigation pipe crossings. Take a picture of each irrigation box/manhole and all pipes at each location (only if accessible). All photographs will be taken with a GIS compatible digital camera. Field survey horizontal and vertical location of each manhole, inlet and irrigation box using GPS survey equipment. Provide to ACHD a list of manholes and inlets with covers or grates that are stuck down, inlets with sediment bags, and structures with debris that interfere with the visual inspection process. Re-inspect listed manholes, inlets and structures after ACHD has corrected the problem preventing completion of the visual inspection.

Prepare a written report with all manhole/inlet/box locations and photographs by roadway segment including rim/grate/cover elevations and lid thickness. Locations with visible pipe distress or degradation will be identified for CCDC and ACHD review to determine proper maintenance or repair requirements.

#### ***Task 3.4 Products and Deliverables***

- Storm drainage and irrigation photo-inventory report
- List of storm drain and irrigation manholes that do not meet ISPWC SD-617

#### ***CCDC Responsibilities***

- Assist Parametrix with coordinating with ACHD to clear obstructed storm drain manholes and inlets

#### ***Assumptions***

- ACHD will rectify issues preventing inspection of storm drain structures
- The storm drain inventory/inspection will not be conducted for structures within ITD R/W & traffic control support will not be needed within ITD R/W

- Traffic control support & flagging will be needed for storm drain manholes located within the active traffic lanes

## **4.0 Design Review**

Kittelson will produce all supporting documentation, develop the design, and produce construction plans to an approximate level of completeness of 75% via the following Tasks:

### **4.0 Traffic Analysis**

Several traffic-related analyses have been requested by the stakeholder agencies. Prior to submitting 75% plans for Design Review, Kittelson will prepare an overall traffic analysis memorandum that will address the following agency requests:

#### **4.0.1 City of Boise Requested Traffic Analysis**

The City of Boise has requested consideration for turn lane reductions at two locations for the purpose of preserving on-street parking and/or reducing pedestrian crossing distance. Kittelson will evaluate the feasibility of the requested turn lane reductions at the following locations:

- 5<sup>th</sup> Street and Front Street
  - Remove exclusive southbound right turn lane
- 6<sup>th</sup> Street and Idaho Street
  - Remove exclusive southbound right turn lane
  - **OR** remove exclusive northbound left turn lane

Kittelson will coordinate with ACHD and CCDC staff if the modifications appear feasible with the overall objectives of the project.

#### **4.0.2 ACHD Requested Traffic Analysis**

ACHD has requested a technical review of queuing and operations along the 5<sup>th</sup> & 6<sup>th</sup> Street Corridors and a summary of any new and relevant commercial/residential developments constructed after the original traffic analysis was performed and any associated impacts.

ACHD has also requested an evaluation of the pedestrian and bicycle Level of Traffic Stress (LTS) at both the intersection and corridor levels using ACHD's Livable Street Performance Measures.

#### **4.0.3 Additional ITD Traffic Analysis**

Based on a coordination meeting held on October 19<sup>th</sup> 2022, with ACHD, CCDC, the City of Boise, and ITD; ITD has requested additional traffic analysis summarized as follows:

##### **4.0.3.1 Safety Analysis**

The following safety analysis will be performed:

- Vehicle Conflict Point Diagrams for the existing one-way condition and proposed two-way conditions at the following intersections:
  - 5<sup>th</sup> & Myrtle
  - 5<sup>th</sup> & Front
  - 6<sup>th</sup> & Myrtle
  - 6<sup>th</sup> & Front
- Current crash history (last 5 years) evaluation for 5<sup>th</sup>/6<sup>th</sup> intersections at Myrtle St & Front St. Focused review of crash types will be done at the intersections with Front St and Myrtle St.
- Before & After crash history (assuming 5 years of data is available) of recent one-way to two-way conversions of similar streets in downtown Boise:
  - 3<sup>rd</sup> St., Myrtle St. to State St.
  - 11<sup>th</sup> St., Myrtle St. to State St.
  - 12<sup>th</sup> St., Front St. to State St.
  - 13<sup>th</sup> St., Myrtle St. to State St.

#### **4.0.3.2 Mobility Analysis**

The following traffic operations analysis will be conducted:

- Progression diagrams, based on the most recent Synchro Model with current signal timings provided by ACHD, for Front St. & Myrtle St. between Broadway Ave. and 13<sup>th</sup> St. during the weekday AM and PM peak hours for the following:
  - Existing conditions
  - Proposed conditions for 5<sup>th</sup> & 6<sup>th</sup> Two-Way conditions (Note: no changes are proposed to Front or Myrtle signal timing)
- Synchro & Vissim Analysis: Update of the existing 2015 and future 2040 traffic analysis of 5<sup>th</sup>/6<sup>th</sup> (Myrtle-Fort St) to incorporate any recent changes that have occurred to the signal timings since the original analysis.
  - LOS, V/C ratios, and queue lengths will be evaluated and summarized for the following intersections:
    - 5<sup>th</sup> St/Myrtle St
    - 5<sup>th</sup> St/Front St
    - 6<sup>th</sup> St/Myrtle St
    - 6<sup>th</sup> St/Front St
  - The analysis will include the following assumptions:

- Previous 2015 and 2040 peak hour volumes will be utilized for the analysis due recent counts in the area being less than 2015 counts.
- Synchro Analysis: Updates will focus on the 5<sup>th</sup> St/6<sup>th</sup> St intersections on Front and Myrtle and any updates to the signal timings at the adjacent Capitol Blvd intersection.
- Vissim Analysis: Updates will focus on the 5<sup>th</sup> St/6<sup>th</sup> St intersections on Front and Myrtle and any updates to the signal timings at the Capitol Blvd intersections. The VISSIM model will not include intersections on Front St and Myrtle St west of Capitol Blvd and east of 3<sup>rd</sup> Street.
- 2015 and 2040 Weekday AM and PM peak hour 95% queue lengths will be evaluated and shown graphically over an aerial figure for both the existing one-way and proposed two-way configurations for the blocks bounded by Myrtle Street, Capitol Boulevard, Main Street, and 4<sup>th</sup> Street.
- Estimate the 2015 and 2040 relative order of magnitude change in travel time on Front St and Myrtle St (Broadway St to 13<sup>th</sup> St) with the proposed two-way conversion based on the Synchro analysis results. Note that travel times will be estimated from the Synchro network and will not be calibrated to actual travel time data collected in the field or be modeled in VISSIM.

***Traffic Analysis Assumptions:***

- Kittelson will coordinate, prepare for, attend, and summarize up to six meetings with ITD, CCDC, City of Boise, and ACHD staff. The meetings are assumed to at the following stages of the analysis:
  - Project kick-off/scope review
  - Initial analysis findings
  - Final analysis findings.
- Kittelson will coordinate schedules for the agency meeting attendees, provide virtual or in-person meeting invites and host all meetings on Teams or Zoom.
- Traffic volumes from the previous 2016 analysis will be used and not updated as recent counts are lower than the 2015 count data.
- 2040 traffic conditions are based on the adopted “Partial Conversion” alternative. No other future condition will be evaluated in this scope.
- The 5<sup>th</sup> St/Myrtle St intersection will be evaluated as part of a separate effort pending the outcome of the two-way conversion approval to determine whether signalization should be included in the design of the two-way conversion.
  - The report will include both a signalized and unsignalized scenario for this intersection.



- Two review cycles of the traffic analysis memorandum are assumed. Kittelson will prepare a draft traffic analysis memorandum for agency initial review, a 95% final traffic analysis memorandum for agency final review, and a 100% final traffic analysis memorandum.

#### **4.0.3.3 Economic Opportunity Analysis**

The City of Boise and CCDC will prepare all analyses and documents related to the economic impact questions by ITD. Specifically, the City will address economic development with input from local business owners and research from Boise and other city case studies and academic research. Kittelson efforts for this task are for supporting the City and CCDC only by providing any exhibits, traffic data, participation in meetings, and other correspondence related to supporting the City and CCDC on this task. Kittelson will incorporate information from the City into the final analysis memo.

#### **4.1 Project Design Criteria Matrix and Design Decision Log**

Kittelson will prepare a design criteria matrix and maintain a design decision log to capture all pertinent design criteria (minimum lane widths, design vehicles, etc.) and any agreed upon design decisions that arise as outcomes of meetings or other correspondence.

#### **4.2 Pedestrian Ramp and Driveway Inventory**

Kittelson will complete an ADA compliance evaluation of each pedestrian ramp and driveway access along both corridors that aren't already planned to be replaced by the Project or adjacent private development. Kittelson will provide compliance worksheets for each pedestrian ramp and driveway evaluated.

#### **4.3 Existing Sign Inventory**

Kittelson will walk the corridors and take inventory of all traffic-related signs (roadway and signal mast arm signs). Kittelson will take photos of all signs and note their location and condition. A brief inventory summary will be provided with photos attached. Parking regulation and other non-traffic signs will not be inventoried.

#### **4.4 Signal Equipment Walkthrough with ACHD**

Kittelson will walk the corridor with ACHD signal technician and determine the appropriate plan of action for each signal modification, upgrades, relocations, salvageable equipment, etc. Kittelson will provide a summary of signal equipment walkthrough to CCDC and ACHD for review and approval.

#### **4.5 Stormwater Coordination**

Kittelson will coordinate with ACHD to develop a strategy for stormwater treatment along both corridors. The intent of this early coordination is to develop a detailed project wide approach for handling stormwater to the greatest extent possible.

## **4.6 Stormwater Design and Report**

Kittelson will develop a stormwater design based on the outcomes of the previous task and will develop a stormwater report based on the procedures outlined in ACHD's Policy Manual Section 8000 and 8200.

## **4.7 Geotechnical Evaluation**

- 4.7.1** Strata has been retained to provide geotechnical services for the project. Geotechnical services include field exploration consisting of nine (9) borings, evaluation of existing pavement and subsurface soils, and laboratory analysis for subsurface infiltration. See Attachment B for Strata's detailed scope of work, assumptions, and fees. Kittelson hours for this task include coordination with Strata, bore logs, analyses, and review of reports.
- 4.7.2** Based on the geotechnical data provided in Task 4.7.1, Kittelson will prepare a Runoff Reduction Evaluation technical memorandum to determine the depth of the existing and proposed roadway structural sections to determine if excavation requirements will trigger ACHD's Runoff Reduction Requirements for stormwater runoff. One review cycle of the memo with ACHD is assumed.

## **4.8 Title Reports**

Kittelson will conduct an early review of the project design and will request up to 20 title reports for parcels that may require easements. The budget for Task 4.8 is considered a contingency amount based on an assumed 20 parcels at \$300.00 per title report. Should this contingency amount be exhausted, a supplemental agreement will be required.

A supplemental agreement will be developed if any ROW plans and legal descriptions are deemed necessary for the project improvements.

## **4.9 Design Review Plans Development**

The Project's design, plans and construction documents will be developed in accordance with the ACHD Policy Manual, the 2020 ISPWC, ACHD's most recent Bid Item Lists, and ACHD Supplemental Provisions to the ISPWC:

- 4.9.1 Establish Finished Grade Roadway Profile Grade Line and 3D model
- 4.9.2 Design Review Plans Production (**159 Sheets**)
  - Title Sheet (1 Sheet)
  - Typical Sections (1 Sheet)
  - Roadway Plan and Profile Sheets (21 sheets, 11 sheets for 6<sup>th</sup>, 10 sheets for 5th)
  - Roadway Details (4 sheets)
  - Intersection Grading Details (15 sheets)
  - Stormwater Details (15 sheets)
  - Concrete Jointing Plan (place holders at 75%) (8 sheets, 4 each street)
  - Signing and Pavement Markings (21 sheets, 11 sheets for 6<sup>th</sup>, 10 sheets for 5th)

Signal Plans (wiring diagrams place holders at 75%) (51 sheets, 3 sheets per signal)

ITS Plans for City of Boise, inside URD only (10 sheets, 5 each street)

Construction Staging and Traffic Control Plans (12 sheets)

#### **4.10 Design Review Opinion of Probable Construction Cost**

#### **4.11 Compile and submit Design Review Package to Agency Partners**

#### **4.12 Plan in Hand Field Review Walkthrough**

Two Kittelson Staff will prepare for and attend a 3 hour on-site Plan in Hand Review meeting.

#### **4.13 Comment Response Matrix**

Kittelson will inventory all comments received and track them via a Comment Response Matrix (CMR). Kittelson will compile all comments received prior to the design review meeting.

#### **4.14 Design Review Meeting**

Two Kittelson Staff will prepare for and attend a two-hour design review meeting with ACHD, CCDC, and the City of Boise. This meeting is assumed to be virtual.

#### **Task 4 Deliverables:**

- Draft and Final Traffic Analysis Memorandum
- Draft and final Design Criteria Matrix
- Draft and final Pedestrian Ramp and Driveway Inventory
- Draft and final Sign Inventory
- Final Signal Walk-Through Summary
- Draft Stormwater Report (final to be submitted under separate task)
- Draft and Final Geotechnical Report
- Design Review Plans (75% Plans)
- Draft Opinion of Probable Construction Cost
- Draft and final Design Review CMR

### **5.0 95% Draft PS&E**

Kittelson will refine the design and plans based on comments received during design review and the outcomes of the previous task.

#### **5.0 Final Stormwater Report**

Kittelson will address comments received from the draft stormwater report and incorporate any design changes based on the previous task.

#### **5.1 95% Plans Production**

Kittelson will revise the plans based on the outcomes of the previous task and develop the plans to a 95% level of completeness. Anticipated plan series listed in Task 4.7.2.

## **5.2 95% Opinion of Probable Construction Cost**

## **5.3 Draft Special Provisions**

## **5.4 95% Comment Response Matrix**

Kittelson will complete the 75% CMR and address all comments, and inventory all comments received on the 95% Design submittal and update the CMR. Kittelson will complete the CMR prior to the 95% Design Review meeting.

## **5.5 95% Design Review Meeting**

Two Kittelson Staff will prepare for an attend a two-hour design review meeting with ACHD, CCDC, and the City of Boise. This meeting is assumed to be virtual.

### **Task 5 Deliverables:**

- Final Stormwater Report
- 95% Plans
- Opinion of Probable Construction Cost
- Draft Special Provisions
- Draft 95% CMR

## **6.0 99% Draft PS&E Plans**

Kittelson will address comments on the 95% Design plans, opinion of probable construction cost, special provisions, and any other outstanding comments/issues/coordination and prepare the documents to a 99% level of completeness. Kittelson will submit a 99% “final review” package for final review by ACHD.

### **Assumptions**

- No formal design review will be needed at this stage

### **Task 6 Deliverables:**

- 99% Plans
- Opinion of Probable Construction Cost
- Draft Special Provisions
- Completed 95% CMR

## **7.0100% Bid Documents for Permitting**

Kittelson will refine the design and plans based on comments received during the outcomes of the previous task. Kittelson will prepare the 100% Construction Documents Package and submit to ACHD and ITD for Permitting.

**Task 7 Deliverables:**

- Completed 99% CMR
- Construction Plans signed and sealed by a licensed professional engineer in the State of Idaho
- Project Special Provisions signed and sealed by a licensed professional engineer in the State of Idaho

## **8.0 Bid Support**

Kittelson will support CCDC during the bidding process by responding to questions, RFIs, and preparing any necessary plan revisions. Efforts for this task are assumed to be minimal and will be tracked against the assumed budget. If the budget is exceeded, a supplemental agreement will be required.

## **9.0 Construction Administration (To Be Developed Under Separate Task Order)**

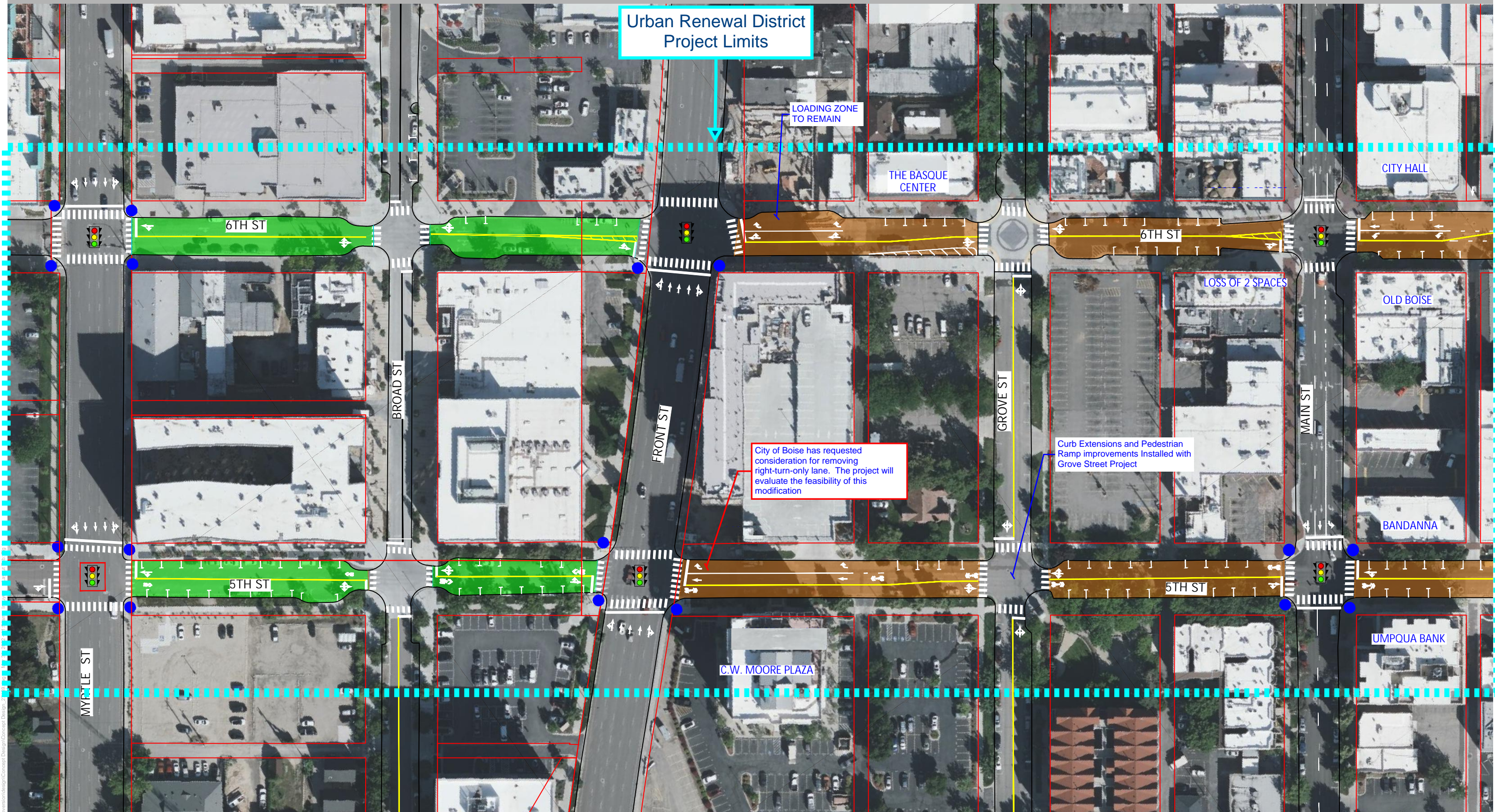
## **Attachment A**

A1: Project Conceptual Design

A2: Opinion of Probable Cost

A3: Project Schedule

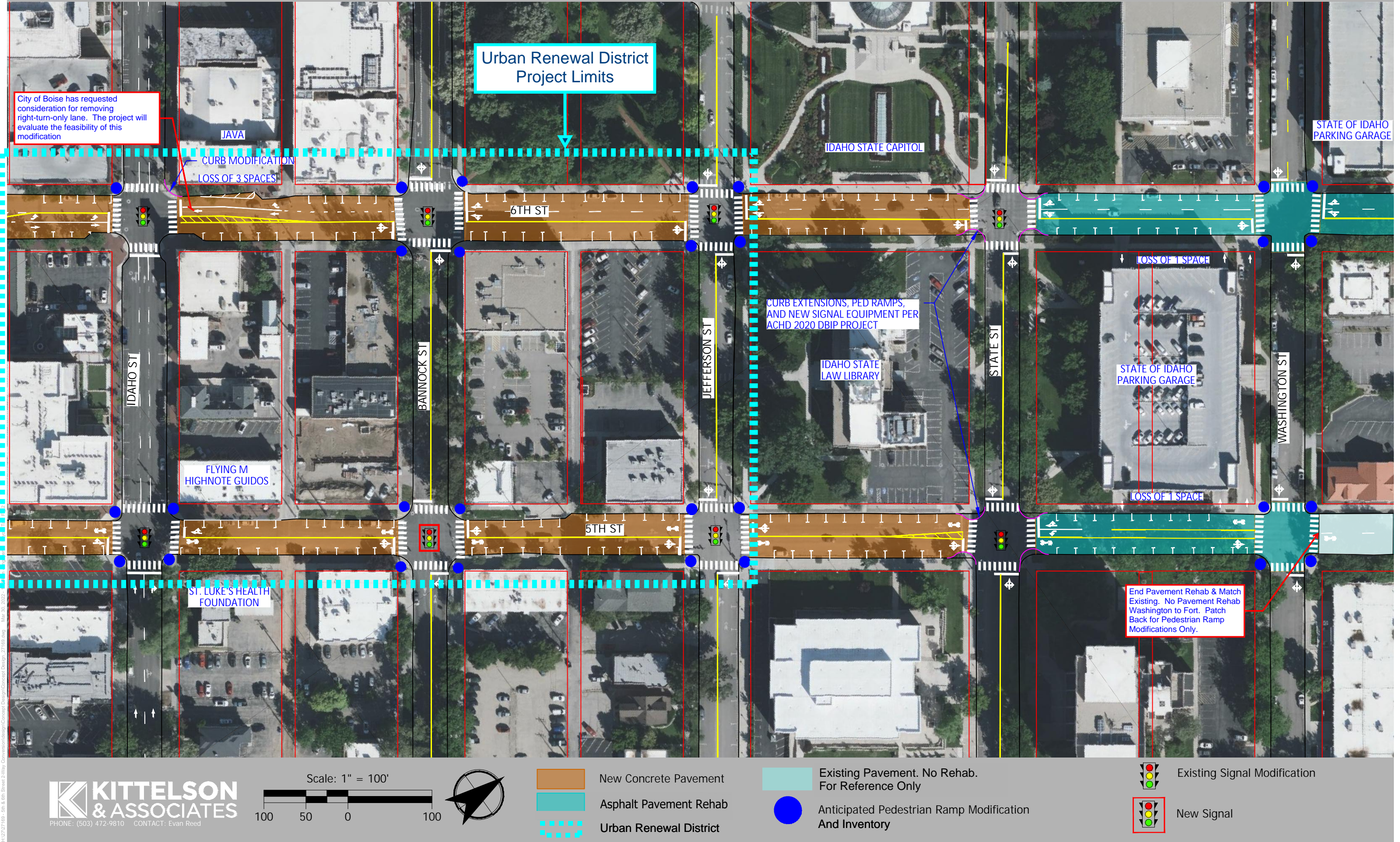






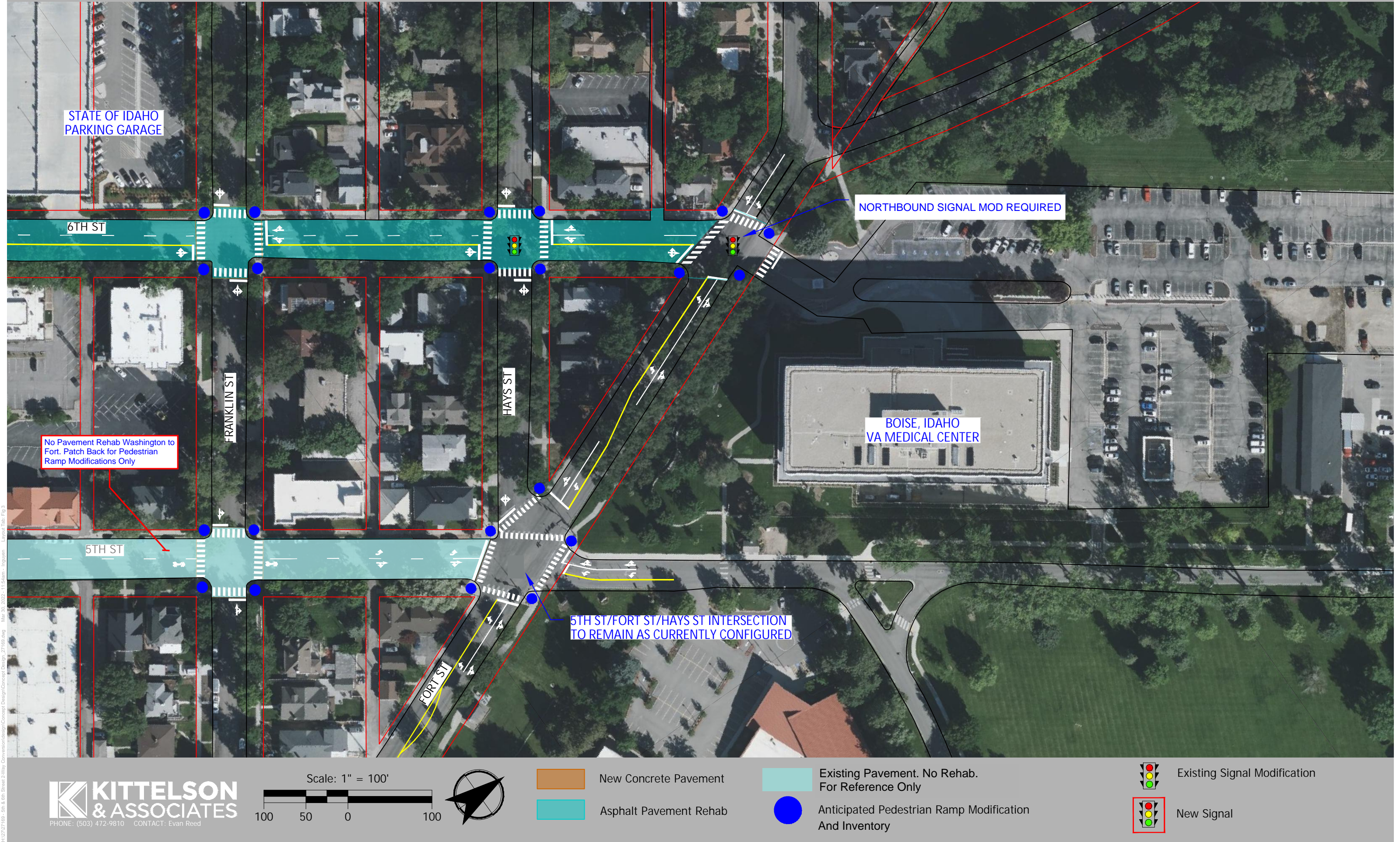
5th & 6th Street 2-Way Conversion Concept Design

Preliminary Design Subject to Change  
Figure 2 of 3





5th & 6th Street 2-Way Conversion Concept Design





**5th & 6th Street 2-Way Conversion**  
**Conceptual Design**  
**Opinion of Probable Construction Cost\***








\* Below is an opinion of probable construction cost based on similar project experience and available data, Kittelson does not guarantee this as an engineer's estimate

Prepared By: Kittelson and Associates, Inc.			Dec-22						
Reviewed By: Evan Reed, John Ringert									
ITEM		UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	CCDC Cost Share		ACHD Cost Share	
						%	CCDC Cost	%	ACHD Cost
Mobilization	LS	ALL	\$400,000.00	\$400,000.00	50%	\$ 200,000.00	50%	\$ 200,000.00	
Traffic Control	LS	ALL	\$175,000.00	\$175,000.00	30%	\$ 52,500.00	70%	\$ 122,500.00	
Removal of Structures and Obstructions	LS	ALL	\$150,000.00	\$150,000.00	30%	\$ 45,000.00	70%	\$ 105,000.00	
General Earthworks - Excavation	CY	12,100	\$20.00	\$242,000.00	0%	\$0.00	100%	\$ 242,000.00	
Concrete Pavement - 9" Class 4000	SY	16,400	\$91.00	\$1,492,400.00	0%	\$0.00	100%	\$ 1,492,400.00	
3/4" Agg - 6" of 3/4 Agg Under All New Pavement Area	CY	4,900	\$40.00	\$196,000.00	0%	\$0.00	100%	\$ 196,000.00	
6" Minus Agg for Subbase - 15" Under Asphalt Rehab Area	TON	7,500	\$17.00	\$127,500.00	0%	\$0.00	100%	\$ 127,500.00	
Aphalt Pavement - 5" HMA, PG 64-28	TON	3,400	\$90.00	\$306,000.00	0%	\$0.00	100%	\$ 306,000.00	
Subgrade Geotextile	SY	29,000	\$1.50	\$43,500.00	0%	\$0.00	100%	\$ 43,500.00	
Mico-Seal, Front to Myrtle	SY	4,600	\$15.00	\$69,000.00	100%	\$69,000.00	0%	\$ -	
Concrete Curbs - Standard Curb & Gutter, For Curb Extensions	LF	1,500	\$35.00	\$52,500.00	57%	\$29,925.00	43%	\$ 22,575.00	
Concrete Walks, Associated with Curb Extensions	SF	2,500	\$9.00	\$22,500.00	57%	\$12,825.00	43%	\$ 9,675.00	
Pedestrian Ramps (inside URD)	EA	38	\$2,000.00	\$76,000.00	100%	\$76,000.00	0%	\$ -	
Pedestrian Ramps (outside URD)	EA	29	\$2,000.00	\$58,000.00	0%	\$0.00	100%	\$ 58,000.00	
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$250,000.00	\$250,000.00	0%	\$0.00	100%	\$ 250,000.00	
Pavement Markings, Complete	LS	ALL	\$25,000.00	\$25,000.00	68%	\$17,000.00	32%	\$ 8,000.00	
Signage, Complete	LS	ALL	\$15,000.00	\$15,000.00	68%	\$10,200.00	32%	\$ 4,800.00	
Traffic Signal Modifications, Complete (Inside URD)	EA	10	\$45,000.00	\$450,000.00	100%	\$450,000.00	0%	\$ -	
Traffic Signal Modifications, Complete (Outside URD)	EA	4	\$45,000.00	\$180,000.00	0%	\$0.00	100%	\$ 180,000.00	
Traffic Signal System, Complete - 5th and Myrtle	LS	1	\$240,000.00	\$240,000.00	100%	\$240,000.00	0%	\$ -	
Traffic Signal System, Complete - 5th and Bannock	LS	1	\$190,000.00	\$190,000.00	100%	\$190,000.00	0%	\$ -	
Fiber Optic Interconnect System Complete (COB Inside URD)	LF	3,100	\$25.00	\$77,500.00	100%	\$77,500.00	0%	\$ -	
20% Contingency \$ 967,580					\$ 293,990		\$ 673,590		
TOTAL CONSTRUCTION COST \$ 5,805,480						CCDC \$ 1,763,940		ACHD \$ 4,041,540	

# 27169 - 5th & 6th Street Two-Way Conversion V2

	Task Name	Duration	Start	Finish	Predecessors	Assigned To
1	Notice to Proceed	0	01/16/23	01/16/23		
2	Task 1: Project Management	287d	01/23/23	03/12/24	1FS +5d	
3	Project Kickoff with Agencies	0	01/23/23	01/23/23	1FS +5d	
4	<input checked="" type="checkbox"/> Task 2: Public Involvement	40d	08/01/23	09/26/23	34	
5	2.1 Exhibits and Renderings	20d	08/01/23	08/28/23		
6	2.2 Attend Stakeholder Meetings	10d	08/29/23	09/12/23	5	
7	2.3 Attend PIM	0	09/26/23	09/26/23	6FS +10d	
8	<input checked="" type="checkbox"/> Task 3: Surveying	30d	02/06/23	03/20/23		
9	3.2 Topographic Survey (field)	15d	02/06/23	02/27/23	1FS +15d	
10	3.3 Project Control (field)	15d	02/06/23	02/27/23	1FS +15d	
11	3.4 Storm Drain Infrastructure (field)	30d	02/06/23	03/20/23	1FS +15d	
12	Office Work for CAD Files	10d	02/28/23	03/13/23	10	
13	Submit CAD Files to Kittelson	0	03/13/23	03/13/23	12	
14	<input checked="" type="checkbox"/> Task 4: Design Review	127d	01/30/23	07/31/23		
15	<input checked="" type="checkbox"/> 4.0 Additional Traffic Analysis	55d	01/30/23	04/17/23	1FS +10d	
16	Traffic Analysis Memo Development	30d	01/30/23	03/13/23		
17	Draft Traffic Memo Submittal	0	03/13/23	03/13/23	16	
18	Traffic Review by Agencies	10d	03/14/23	03/27/23	17	
19	Traffic Revisions	15d	03/28/23	04/17/23	18	
20	Final Traffic Memo Submittal	0	04/17/23	04/17/23	19	
21	4.1 Design Criteria Matrix & Decision Log	10d	01/30/23	02/10/23	1FS +10d	
22	4.2 Ped Ramp Inventory	10d	01/30/23	02/10/23	1FS +10d	
23	4.3 Existing Sign Inventory	10d	01/30/23	02/10/23	1FS +10d	
24	4.4 Signal Equipment Walkthrough	1d	02/28/23	02/28/23	22FS +10d	
25	4.5 Storm Water Coordination	10d	02/28/23	03/13/23	22FS +10d	
26	4.6 Storm Water Design and Report	20d	03/14/23	04/10/23	13	
27	4.7.1 Roadway Modeling	20d	03/14/23	04/10/23	13	
28	4.7.2 Plans Production	70d	03/14/23	06/20/23	13	
29	4.8 Opinion of Probable Cost	70d	03/14/23	06/20/23	13	
30	4.9 Compile and Submit DR Package	0	06/20/23	06/20/23	29	
31	4.9.1 Agency Review Time	15d	06/21/23	07/13/23	30	

	Task Name	Duration	Start	Finish	Predecessors	Assigned To
32	4:10 Plan In Hand Walkthrough	0	07/20/23	07/20/23	31FS +5d	
33	4.11 Comment Response Matrix	2d	07/21/23	07/24/23	32	
34	4.12 Design Review Meeting	0	07/31/23	07/31/23	33FS +5d	
35	 Task 5: 95% Draft PS&E	70d	08/01/23	11/07/23	34	
36	5.0 Final Storm Water Report	45d	08/01/23	10/03/23	34	
37	5.1 95% Plans Production	45d	08/01/23	10/03/23		
38	5.2 Opinion of Probable Cost	45d	08/01/23	10/03/23		
39	5.3 Draft Special Provisions	45d	08/01/23	10/03/23		
40	5.4 95% Comment Response Matrix	45d	08/01/23	10/03/23		
41	95% Plans Submittal	0	10/03/23	10/03/23	40	
42	Agency Review Time	15d	10/04/23	10/24/23	41	
43	95% Design Review Meeting	0	11/07/23	11/07/23	42FS +10d	
44	 Task 6: 99% Plans	40d	11/08/23	01/09/24		
45	99% Plans, Specs, CMR	30d	11/08/23	12/21/23	43	
46	99% Submittal	0	12/21/23	12/21/23	45	
47	99% Final Review by Agencies	10d	12/26/23	01/09/24	46	
48	 Task 7: 100% Construction Docs	20d	01/10/24	02/06/24		
49	100% Signed and Sealed Plans, Specs	20d	01/10/24	02/06/24	47	
50	100% Submittal	0	02/06/24	02/06/24	49	
51	 Task 8: Bid Support	60d	02/21/24	05/14/24		
52	Bid Support	60d	02/21/24	05/14/24	49FS +10d	
53	Bid Award	0	05/14/24	05/14/24	52	
54	 Task 9: Construction	320d	05/01/24	07/22/25	50FS +60d	
55	Contracting/Permitting	20d	05/01/24	05/28/24		
56	Construction NTP	0	05/28/24	05/28/24	55	
57	Construction	300d	05/29/24	07/22/25	56	

# **Attachment B**

## **Consultant Design Man-Hour & Fee Estimate**

Project Name: 5th & 6th 2-Way Conversion  
Project Manager: JER  
KAI Project Number: 27169  
Date: December 2022

<p>Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.</p>									
<p><b>TOTAL SUB FEES*</b></p>		<p><b>ACHD Share</b></p>		<p><b>CCDC Share*</b></p>					
<p>\$112,729</p>		<p>\$77,650</p>		<p>\$35,079</p>					
<p>Work Performed Under Previous Task Order</p>		<p>80</p>		<p>\$26,000</p>					
<p>Remainder</p>		<p>\$77,650</p>		<p>\$9,079</p>					
<p><b>TOTAL PROJECT BUDGET</b></p>		<p><b>ACHD Share</b></p>		<p><b>CCDC Share</b></p>					
<p>\$712,809</p>		<p>\$412,456</p>		<p>\$100,353</p>					

## 5th & 6th St, Myrtle St to Fort St, Two-Way Conversion

							Parametrix Expenses	
		PLS	Surveyor	Survey Tech	Admin	Sub Total	Mileage (miles)	Survey Equipment (days)
1 Location Surveying and Mapping								
3.1 Project Administration								
Invoices and Progress Letters (6 assumed)		12			8	20		
3.2 Topographic Survey								
Prepare ITD Encroachment Permit		8				8		
Request Utility Locates & Facility Maps		2		4		6		
Survey Utility Markings		2	16	4		22	60	2
Field Survey								
6th Street rom Myrtle Street to Fort Street: 4,000 feet		8	60	20		88	240	8
5th Street from Myrtle Street to Fort Street: 3,800 feet		8	60	20		88	240	8
Cross Streets & Alleys & Driveways		8	24	8		40	120	4
Project Control								
Records Research		24		16		40		
Monument Perpetuation/Locate Survey Monuments		4	24	8		36	90	3
Prepare Survey Basemap								
Prepare GIS Property Basemap		4		24		28		
Prepare Utility Basemap		8	8	30		46		
Prepare Combined Survey Basemap		20	4	40		64		
3.3 Project Control								
Coordinate Project Survey Control with KAI		4		4		8		
3.4 Storm Drain and Irrigation Facilities Inventory								
Perform Storm Drain Field Inspection		16	30	24		70	120	
Prepare Storm Drain and Irrigation Photo Inventory Report		20	4	30		54		
Subtotal Location Survey and Mapping		148	230	232	8	618	870	25
Grand Total		148	230	232	8	618	870	1

**5th & 6th St, Myrtle St to Fort St,  
Two-Way Conversion**

**May 9, 2022**

A1	Parametrix Labor			
	Staff	Hours	Rate	Labor Cost
1	PLS	148	\$ 175.00	\$25,900.00
2	Surveyor	230	\$ 120.00	\$27,600.00
3	Survey Tech	232	\$ 100.00	\$23,200.00
4	Admin	8	\$ 90.00	\$720.00
	Sub Total	618		\$77,420.00
	Parametrix Labor Total			\$77,420.00
E1	Expenses			
	Item	Estimated Amount	Unit Cost	Estimated Expense
1	Mileage (miles)	870	\$0.585	\$508.95
2	Survey Equipment (days)	25	\$160.00	\$4,000.00
3	Traffic Control Contingency	1	\$3,000.00	\$3,000.00
	Parametrix Expenses Total			\$7,508.95
	TOTAL AGREEMENT AMOUNT			\$84,928.95





November 23, 2022  
File: BOP22233

Mr. Evan Reed, P.E., PTOE  
Kittelson & Associates  
101 South Capitol Boulevard, Suite 600  
Boise, Idaho 83702  
ereed@kittelson.com

RE: **PROPOSAL**  
Geotechnical Engineering Evaluation  
5<sup>th</sup> & 6<sup>th</sup> Street Pavement Section  
Evaluation  
Myrtle Street to Fort Street  
Boise, Idaho 83702

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Hello, Evan:

STRATA is pleased to present this proposal to provide a geotechnical engineering evaluation for the planned pavement improvements for North and South 5<sup>th</sup> and 6<sup>th</sup> Streets, between Myrtle and Fort Streets in Boise, Idaho. We have developed the following scope of service based on our conversations with you and our understanding of the proposed construction. The purpose of our services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal for the portion of 5<sup>th</sup> and 6<sup>th</sup> Streets between Myrtle and Hays Streets. Our project understanding, proposed scope of service, schedule, and proposed fees are presented in the following sections.

### **PROJECT UNDERSTANDING**

The project will consist of converting both streets to two-way traffic, and constructing new Portland Cement Concrete (PCC) pavements, rehabilitating Hot Mix Asphalt (HMA) pavements, and microsealing different segments of 5<sup>th</sup> & 6<sup>th</sup> Streets. We understand 5<sup>th</sup> & 6<sup>th</sup> Streets will be microsealed from Myrtle Street to Front Street. New PCC pavements will be constructed from Front Street to State Street. The asphalt pavement section will be rehabilitated on 6<sup>th</sup> Street from State Street to Fort Street, and on 5<sup>th</sup> Street from State Street through the Washington Street intersection. No changes will be made to the existing asphalt pavement section on 5<sup>th</sup> Street between Washington and Fort Streets. Pavement design will not be a part of our scope of services. Silva cells for trees and stormwater retention are planned along the street curb lines. Storm water drainage will be accomplished by subsurface infiltration beneath the Silva cells along the streets.

We understand our scope of services will consist of providing recommendations for depth to groundwater and subsurface infiltration according to City of Boise requirements, as well as documenting existing pavement section thicknesses along the project alignments.

Subsurface soils are anticipated to consist of surficial fill overlying native interbedded silt and sand underlain by a deep gravel deposit. Based upon our experience on adjacent project sites, we anticipate suitable infiltration soils may be encountered from 8 to 18 feet in depth from the existing ground surface. Groundwater is anticipated to be encountered at depth of approximately 15 to 25 feet deep along the project alignment, with the depth decreasing toward the Boise River.

### **SCOPE OF SERVICES**

Our field exploration will consist of 9 borings drilled to depths of between 5 and 25 feet below the existing grade. We understand monitoring wells will not be required. We assume we will be able

to drill the borings in the parking lanes, minimizing traffic disruption. We estimate our field work can be completed in two days. We understand we are limited to drilling between the hours of 9 a.m. and 4 p.m. To accomplish subsurface exploration of the existing pavement section thicknesses and recommendations for the design of subsurface infiltration, we will perform the following tasks:

1. Contact City of Boise Parking Services personnel to arrange for the purchase and reservation of parking spaces along 5<sup>th</sup> & 6<sup>th</sup> Streets. We have estimated we will need 5 consecutive parking spaces per drilling location to accommodate drill rig and support vehicles.
2. Contact the regional One-Call Utility Notification Center (Digline) as required by law. STRATA cannot be responsible for repairing damage to non-located utilities.
3. Obtain the required ACHD right-of-way (ROW) permits for advancing borings in the ROW. We do not anticipate permits from any other agency will be necessary to complete our scope of service.
4. Subcontract traffic control services for the advancing of borings in the ROW and in order to comply with the requirements of the right-of-way permits. We will also subcontract for sign placement along non-metered parking areas to allow access to boring locations in these areas.
5. Subcontract Haztech Drilling for the advancement of nine (9) borings to depths of 5 to 25 feet, at the following approximate locations (with depths):
  - South of the 6<sup>th</sup> and Hays Street intersection (25 feet)
  - North of the 6<sup>th</sup> and State Street intersection (5 feet)
  - On 5<sup>th</sup> Street in front of the Idaho State Parking Garage (5 feet)
  - South of the 5<sup>th</sup> and Jefferson Street intersection (15 to 20 feet)
  - North of the 6<sup>th</sup> and Bannock Street intersection (5 feet)
  - South of the 6<sup>th</sup> and Idaho Street intersection (5 feet)
  - South of the 5<sup>th</sup> and Idaho Street intersection (5 feet)
  - South of the 5<sup>th</sup> and Grove Street intersection (5 feet)
  - South of the 6<sup>th</sup> and Grove Street intersection (20 feet)

We will log the subsurface profile and visually describe and classify the soil, referencing the *Unified Soil Classification System (USCS)*. Soil samples will be obtained through Standard Penetration Testing (SPT). SPT will be performed at 2.5-foot intervals in the top 10 feet and at 5-foot intervals below 10 feet. The borings will be backfilled with bentonite per IDWR regulations and the asphalt will be patched with cold patch.

6. Document the thickness of the pavement section (asphalt, base and subbase) at each boring location.
7. We will also record groundwater levels in the borings, if encountered. Additionally, we will accomplish 3 infiltration tests in the underlying permeable sand and gravel, in the deep borings where encountered, to establish a design infiltration rate for subsurface stormwater disposal.



8. Perform laboratory testing on select samples obtained from the exploratory borings. The laboratory testing may include grain-size analyses, fines content testing (percent passing the No. 200 sieve), and moisture contents. Laboratory testing will be accomplished referencing ASTM International (ASTM) standards. Soil samples will be retained for a period of 90 days and then discarded unless arrangements are made to store the samples for a longer period of time.
9. Prepare logs for the borings and an exploration location plan.
10. Perform geotechnical engineering analyses to develop recommendations for the following:
  - Subsurface Stormwater Disposal
    - Infiltration rate and depth to permeable soil
    - Estimated seasonal high groundwater
  - Suitability of the existing pavement section materials for reuse
11. Prepare a geotechnical engineering evaluation report which includes all of our field, laboratory, our engineering analysis, and our recommendations for reuse of the existing pavement section materials and design infiltration rate.

### **ADDITIONAL SERVICES**

We recommend the following additional services be accomplished by STRATA to assist the project team with valuable design criteria and consultation.

#### **Review of Plans and Specifications**

We recommend STRATA be retained to accomplish review of earthwork, drainage and pavement portions of the plans and specifications prior to bidding of the work. It has been our experience that having us review the construction documents lessens the potential for errors and also reduces costly changes to the contract during construction.

#### **Construction Observation and Testing**

We recommend that STRATA will be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We plan to accomplish material testing and inspection for earthwork materials, concrete, and asphalt. Our construction observation and testing personnel are International Code Council (ICC) certified to perform all necessary special inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil engineering-related construction errors or omissions.

### **SCHEDULE AND FEE**

At this time, we expect to be ready to mobilize after all required permitting and site access is approved. We cannot guarantee the drill rig will be available with short notice. We understand field work would likely begin in late January or early February 2023. We will initiate our fieldwork within 2 weeks of receiving your written authorization to proceed, depending on drill rig availability and coordination with the City of Boise and ACHD. We can provide preliminary recommendations to the design team prior to issuing our report. Our report will be issued within 3 weeks of completing our field evaluation. Fees for geotechnical engineering services will be provided on a Lump Sum basis. The fees for our services, including Additional Services are presented as follows:

**Geotechnical Engineering Evaluation (GEE) (Lump Sum).....\$26,800**



**Plan and Specifications Review.....\$500 to 1,000**

Additional evaluation, exploration, testing, or other services outside of those described herein will increase our fee. If we become aware of conditions that could affect our scope of work or fee, we will notify you immediately. We will not exceed our fee without your prior written approval.

Our fee does not include attendance at meetings, revisions to the final report, or other correspondence. The fee for these items would be billed on a time-and-expense basis. We understand that we will have permission to enter onto the site once we are authorized to proceed.

**ASSUMPTIONS AND LIMITATIONS**

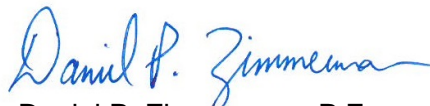
In order to prepare this proposal, we have made the following assumptions:

1. We have assumed we will have access to occupy 5 contiguous parking spaces for each boring location.
2. We assume the City of Boise will ensure the metered parking spaces are empty during our scheduled exploration period.
3. We have estimated the costs associated with reserving parking spaces assuming 5 spaces per boring location. Further, we have assumed each parking space will be reserved for one 8-hour period
4. Field work will be completed in two consecutive days.

**AUTHORIZATION**

We appreciate the opportunity to present this proposal for geotechnical engineering services and look forward to working with Kittelson & Associates, CCDC, ACHD, and the design team on this project. If we are to proceed with this scope of services as outlined in this proposal, provide us a subconsultant agreement. If you have any questions, please contact us.

Sincerely,  
STRATA



Daniel P. Zimmerman, P.E.  
Project Engineer



Daniel P. Gado, P.E.  
Senior Engineer

DPZ/DPG

Attachment: Proposed Boring Locations

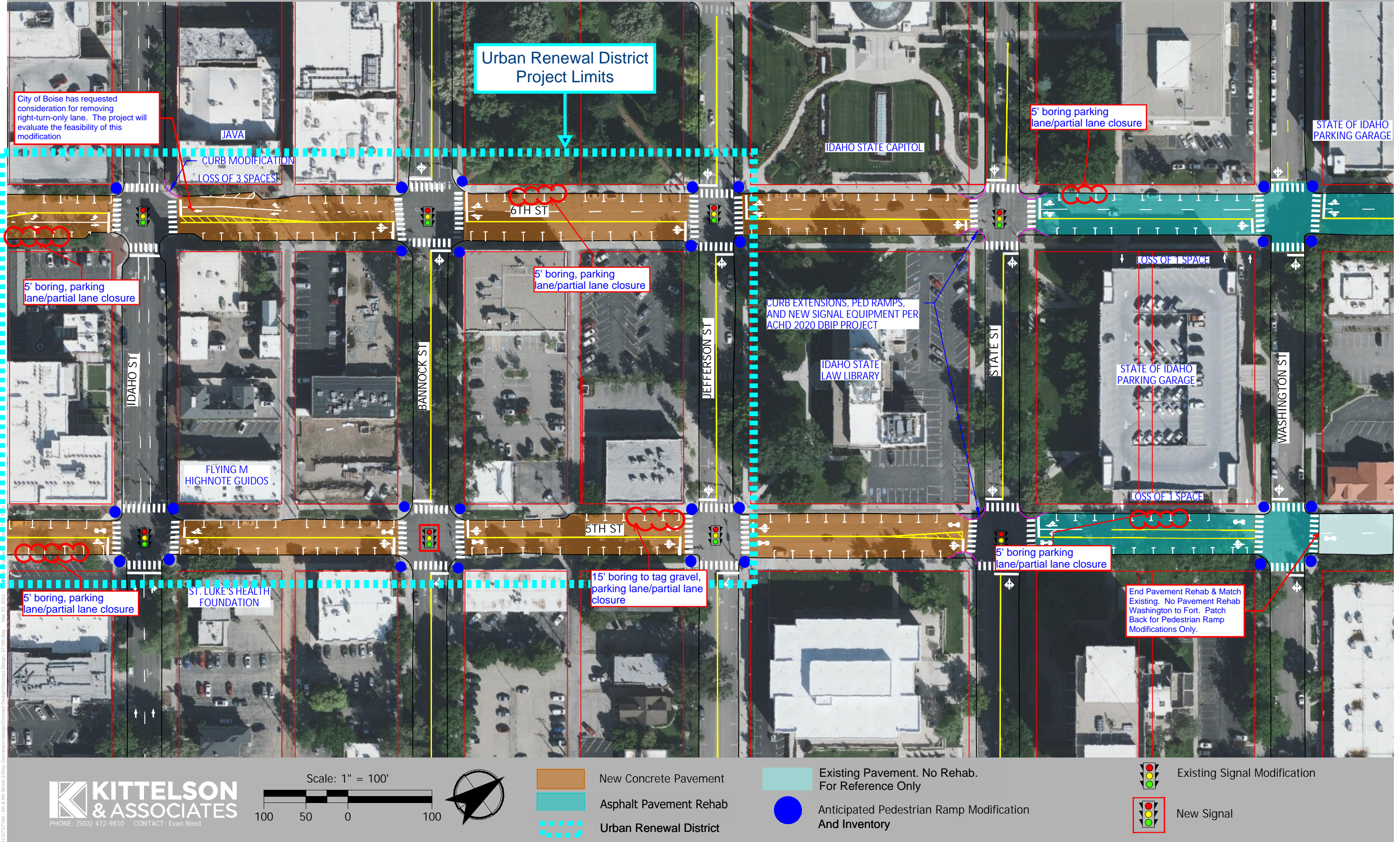






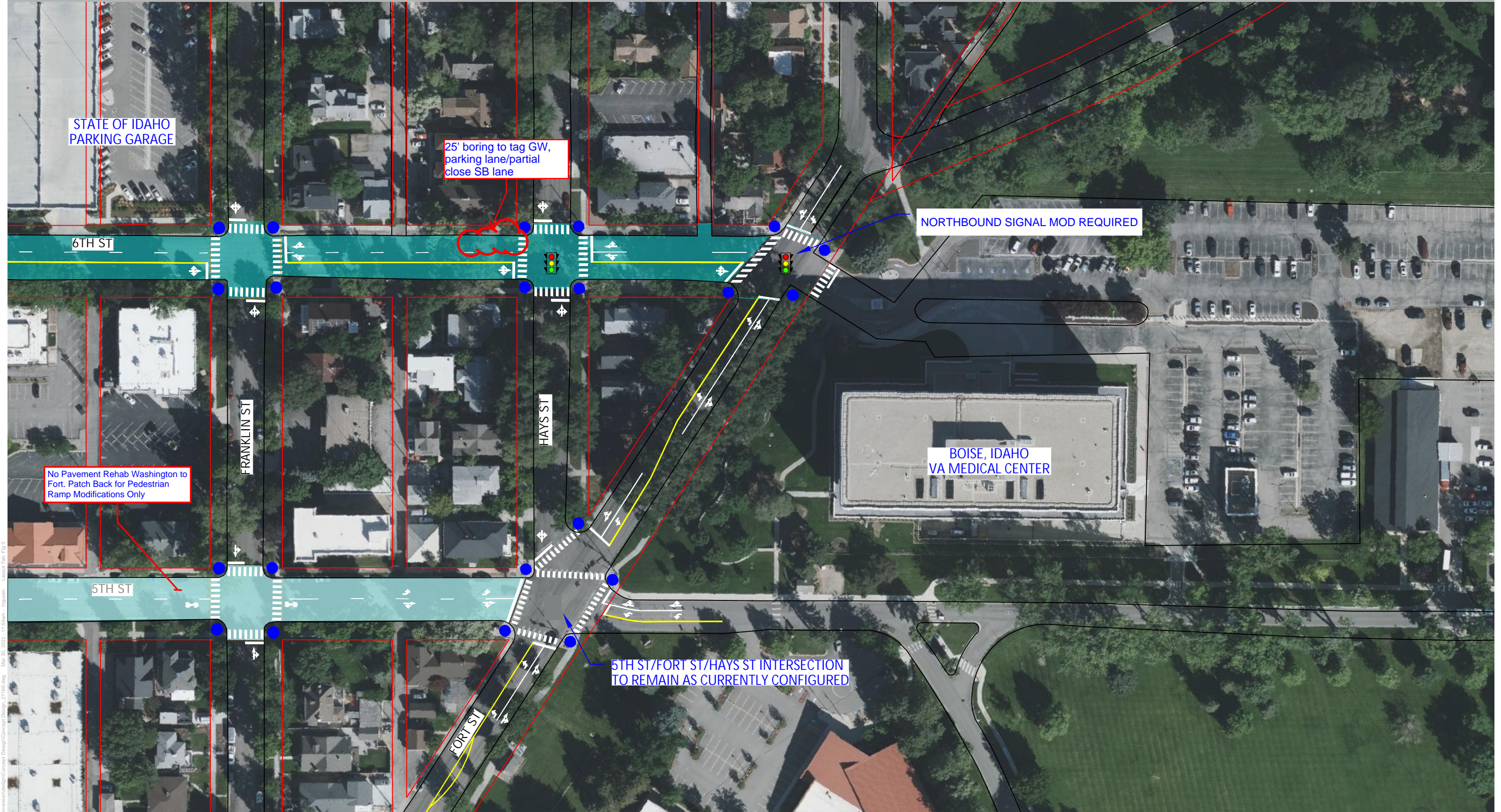


5th & 6th Street 2-Way Conversion Concept Design





5th & 6th Street 2-Way Conversion Concept Design







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## AGENDA BILL

<b>Agenda Subject:</b> 200 N 4 <sup>th</sup> St – ICCU Plaza – Type 2 Participation Agreement Designation		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Kevin Holmes, Project Manager	<b>Attachments:</b> 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
<b>Action Requested:</b> Designate ICCU Plaza as a project eligible for General Assistance participation and direct staff to negotiating a Type 2 Agreement with BVA Downtown Boise Holdings, LLC for future board approval.		

### Background:

The ICCU Plaza is a mixed-use development with a total of 125 residential units, 150,000 square feet of office, and approximately 20,000 square feet of commercial space. The project sits on 1.1 acres and encompasses the majority of a city block bounded by Idaho, Bannock, and 4<sup>th</sup> Streets and lies within the River–Myrtle / Old Boise (RMOB) Renewal District.

This mixed-use project is being developed by BVA Development, a local commercial developer with an extensive portfolio of office, industrial, and mixed-use projects. The Agency and BVA have a successful track record, having partnered on the Pioneer Crossing development in the River–Myrtle / Old Boise District. This mixed-use development, consisting of a public parking structure, office, and a hotel, has revitalized nearly two city blocks since it was built in 2017.

The ICCU Plaza is comprised of two connected buildings spanning a public alley. The first tower, with 13-stories, consists of commercial and office space, while the second tower, at 11-stories, is primarily composed of multi-family residential. Both towers share the first six stories which also contain the shared structured parking for the development. For all the combined uses, 406 total vehicle spaces are planned, with an additional 232 bike parking spaces spread out between secure enclosures for the residents and office users and public spaces along the ground floor. The project will have 125 residential units, ranging from studios to two-bedrooms. Seven of these will be reserved for low-income qualified residents utilizing housing choice vouchers and the rest will be leased at market rates.

The developer has requested Agency assistance for new streetscapes along 4<sup>th</sup>, Idaho, and Bannock Streets, and public utility and infrastructure upgrades. Submitted eligible expenses associated with these improvements include detached sidewalks, street trees, streetlights, landscaping, bike racks and other public amenities such as benches and trash receptacles. The combined streetscape costs for all frontages are estimated at \$1.2 million. Public utility and

infrastructure upgrades include the reconstruction of the public alley, upgraded water lines, stormwater management infrastructure, and the re-routing of a sewer mainline. This work is estimated to cost \$1 million. The final list of eligible expenses will be verified to meet program requirements and detailed in the subsequent final agreement.

BVA Development has applied for General Assistance through CCD's Type 2 Participation Program. The applicant requested a reimbursement term exception, asking for reimbursement upon project completion. The Type 2 Program allows for accelerated reimbursement for projects that reach completion in the final two years of a District's lifespan if there are programmed in the Capital Improvement Plan (CIP) and resources are available to reimburse eligible expenses. BVA estimates construction completion in Spring 2025 and the CIP has adequate resources programmed in FY2025 to assist with reimbursement upon project completion.

The design, functionality, and the mixed-use aspect of the project meet many of the Agency's redevelopment goals in the RMOB District. These include structured parking, pedestrian focused design with a prominent entries and functional awnings, and a high floor area ratio fitting of a development in this location. The conversion of over a half-acre of surface parking into high density housing and office will bring residents close to all the amenities and employment opportunities of downtown and provide much needed housing.

The project received Design Review approval in November 2021 and the developer plans to begin construction spring of 2023 with an estimated completion of spring 2025. Should the Board approve this designation, the Agency will negotiate a final do-not-exceed amount to be included in a final agreement brought to the Board.

**Project Summary:**

- 125 residential units – studio, 1, and 2 bedrooms
- 7 income-restricted units reserved for housing choice vouchers
- 150,000 square feet of office
- 20,000 square feet of ground floor retail
- \$124 million Total Development Costs
- \$2.2 million Estimated Eligible Expenses

**Timeline:**

- Nov 2021 – Design Review Approval
- Dec 2022 – Applied for Assistance
- **TODAY** – Type 2 Designation
- March 2023 – Type 2 Agreement Approval
- Spring 2023 – Construction begins
- Spring 2025 – Construction completes

**Fiscal Notes:**

The project is requesting reimbursement of approximately \$2.2 million in estimated Eligible Expenses upon project completion in FY2025. The FY2023-FY2027 Five-Year Capital Improvement Plan has adequate resources programmed in FY2025.

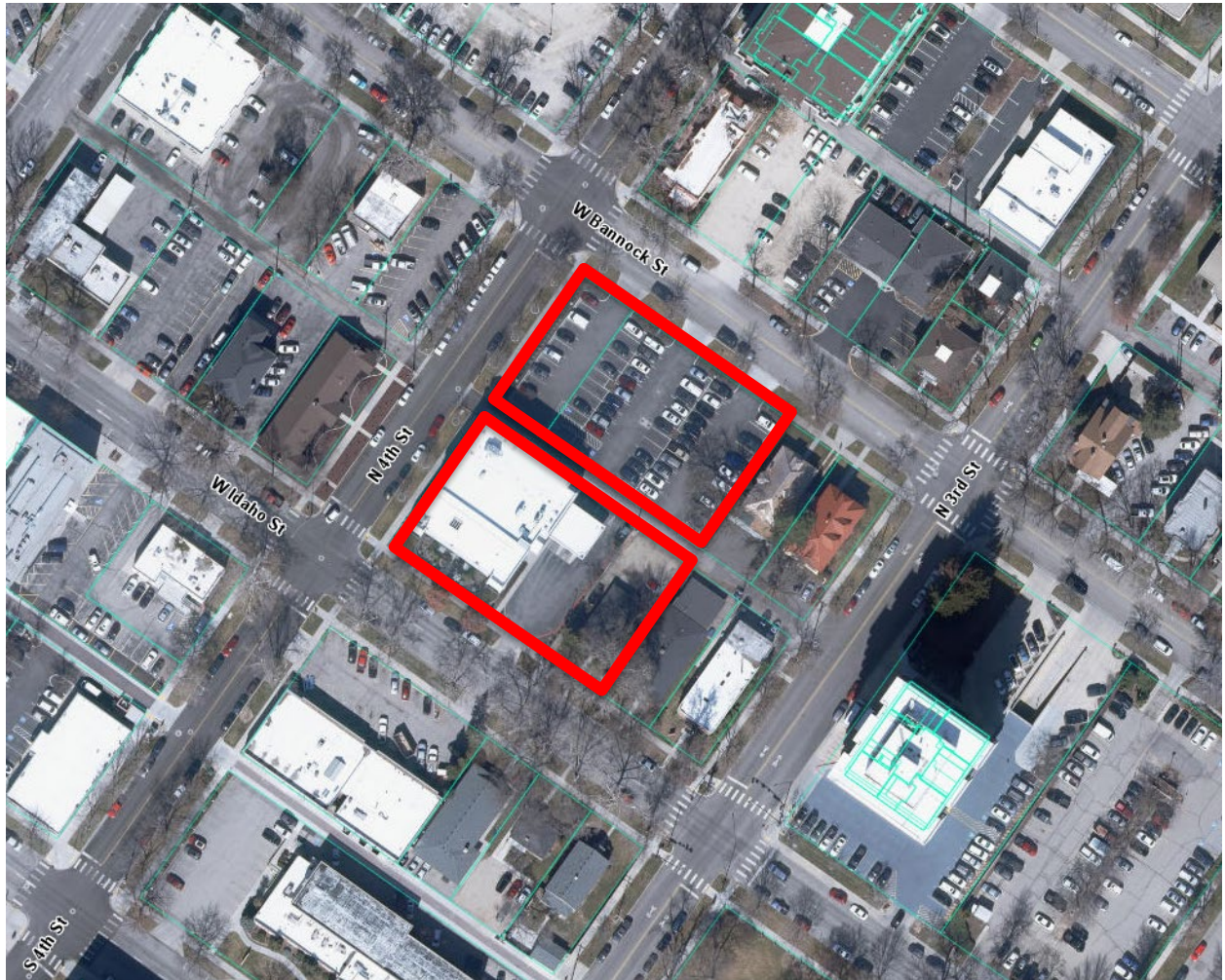
**Staff Recommendation:**

Direct the Agency to negotiate a Type 2 Participation Agreement for future board approval.

**Suggested Motion:**

I move to direct staff to negotiate a final Type 2 Participation Agreement with BVA Downtown Boise Holdings, LLC for future board approval.

## Attachment #1 – Site Map





## Attachment #2 – Renderings

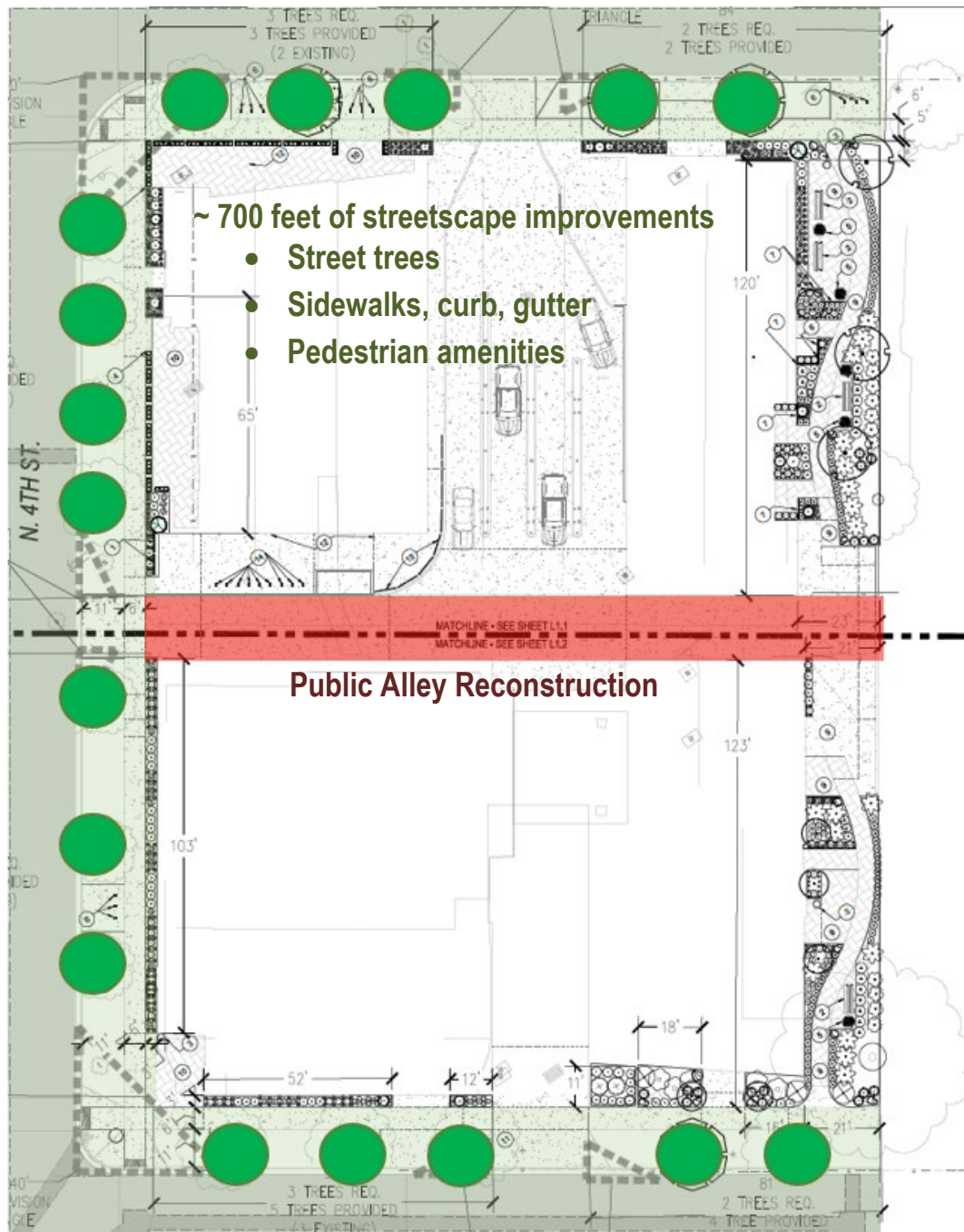




## Renderings continued



### Attachment #3 – Public Improvement Plan







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## AGENDA BILL

<b>Agenda Subject:</b> 120 N 12 <sup>th</sup> St – 12 <sup>th</sup> and Idaho – Type 2 Participation Agreement Designation		<b>Date:</b> January 11, 2023
<b>Staff Contact:</b> Alexandra Monjar	<b>Attachments:</b> 1) Site Map 2) Renderings 3) Public Improvement Plan	
<b>Action:</b> Designate 12 <sup>th</sup> and Idaho as eligible for Type 2 General Assistance Participation and direct staff to negotiate a Type 2 agreement with 12 <sup>th</sup> and Idaho Owner LLC for future board approval.		

### Background:

The proposed 12<sup>th</sup> and Idaho project will replace a 24,000 square foot surface parking lot with a 420,000 square foot, 26-story mixed-use building including 298 residences, ground floor retail space, and structured parking. The residential mix includes studio, one-, two-, and three-bedroom units to be rented at market rates. The project's estimated total development costs are \$140 million. The developer, 12<sup>th</sup> and Idaho LLC, plans to certify the project with Green Globes, a program with criteria that is similar to LEED certification administered by Green Building Initiative, Inc, and active in the US since 2004.

12<sup>th</sup> and Idaho Owner LLC is a joint venture between White Oak Realty Partners ("WORP"), Ponsky Capital Partners ("PCP"), and Boise-based Oppenheimer Development Corporation. Both based in the Midwest, WORP and PCP have a close working relationship and are experts in developing high-rise luxury apartments. Locally based firm Oppenheimer Development Corp. has held a significant role in Boise real estate community since the 1970s.

The 12<sup>th</sup> and Idaho project includes public improvements to the adjacent alley, stormwater infrastructure, construction of streetscapes and furnishings including bike racks, street trees and historic streetlights, and the replacement of a section of the Boise City Canal which runs under and adjacent to the project site. The total estimated expense for these improvements eligible for Agency reimbursement is between \$880,000 and \$1.2 million.

The 12<sup>th</sup> and Idaho Owner LLC development team began discussing potential participation in this with Agency staff in late 2021 and have requested designation for Type 2 Participation and a reimbursement term exception, allowing for reimbursement upon project completion. The Type 2 Program allows for accelerated reimbursement for projects that reach completion in the final two years of a District's lifespan if there are resources programmed and available for this purpose in the Capital Improvement Plan (CIP).

12<sup>th</sup> and Idaho meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the Westside District Plan. Type 2 projects are scored based on ten urban design categories to encourage compact development with pedestrian focused design. 12<sup>th</sup> & Idaho scored 148 points, qualifying as a Level A project.

Boise City Design Review granted its original conditional approval of the project in November 2021, with full approval granted in February 2022. The project design was subsequently reexamined and updated to ensure its viability and the modified design was approved by Boise City Design Review on August 25, 2022. Preliminary site work began in early November. If the Board designates this project for Type 2 participation, the Agency will request approval of a final agreement in February or March 2023. The project is expected to be complete in May 2025.

Should the Board designate this project, the Agency will negotiate a final not-to-exceed amount for reimbursement to be included in the final agreement subject to Board approval. The CIP has adequate resources programmed in FY2026 to assist with reimbursement upon project completion and the Agency's review and approval of actual eligible expenses.

**Project Summary:**

- 120 N. 12<sup>th</sup> Street
- 0.56 acres
- 26-story mixed-use residential tower
- \$140 TDC
- \$1.2 million estimated eligible expenses
- Replaces a surface parking lot with 298 residences, retail, and structured parking.

**Timeline:**

- August 2022 – Design Review approval
- November 2022 – Construction began
- TODAY – Type 2 Designation
- March 2023 – Type 2 Agreement Approval
- May 2025 – Construction is complete
- June/July 2025 – CCDC reimbursement

**Fiscal Notes:**

The project has estimated Eligible Expenses of approximately \$1.2 million. The FY2023-2027 Five-Year Capital Improvement Plan includes \$2 million in the Westside District for Type 2 accelerated reimbursements such as this. This is the second application for these funds received in the Westside District. Last month, the Board designated 16<sup>th</sup> & State with estimated eligible expenses of \$660,000 as the first project to receive reimbursement from this allocation. Funds are allocated on a first come, first served basis, with Board discretion.

**Staff Recommendation:**

Direct staff to negotiate a Type 2 Participation Agreement for 12<sup>th</sup> and Idaho for future board approval.

**Suggested Motion:**

I move to direct staff to negotiate a final Type 2 Participation Agreement with 12<sup>th</sup> and Idaho Owner LLC for future board approval.



## Attachment #1 – Site Map





## Attachment #2 – Renderings

Architecture  
Interior Design  
Planning

12TH AND IDAHO



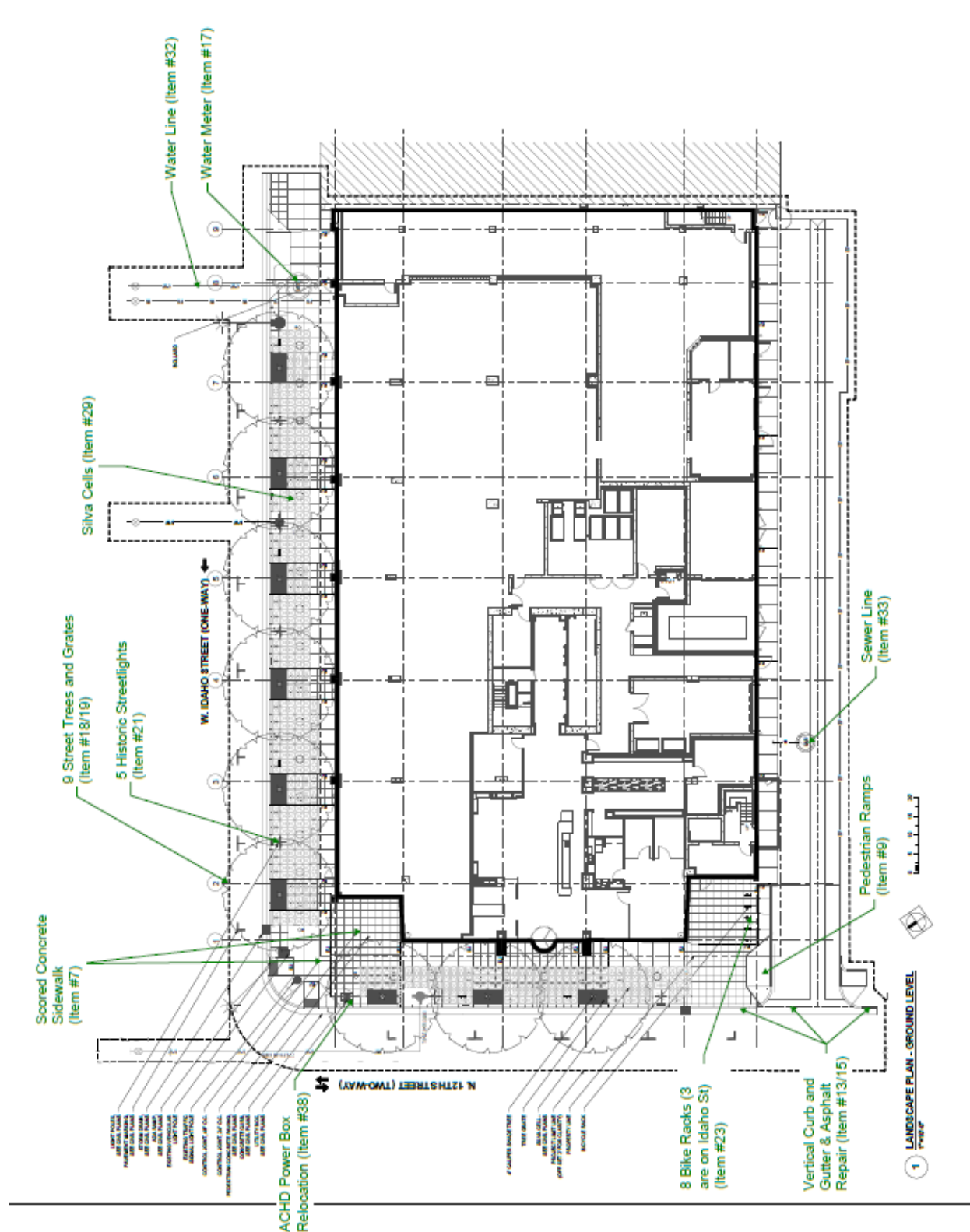
Graders By: Author	Checked By: Checker
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Age Group	Percentage
18-24	45%
25-34	55%
35-44	60%
45-54	65%
55-64	70%
65-74	75%
75+	80%

Sheet AN 30

Sheet AN 30

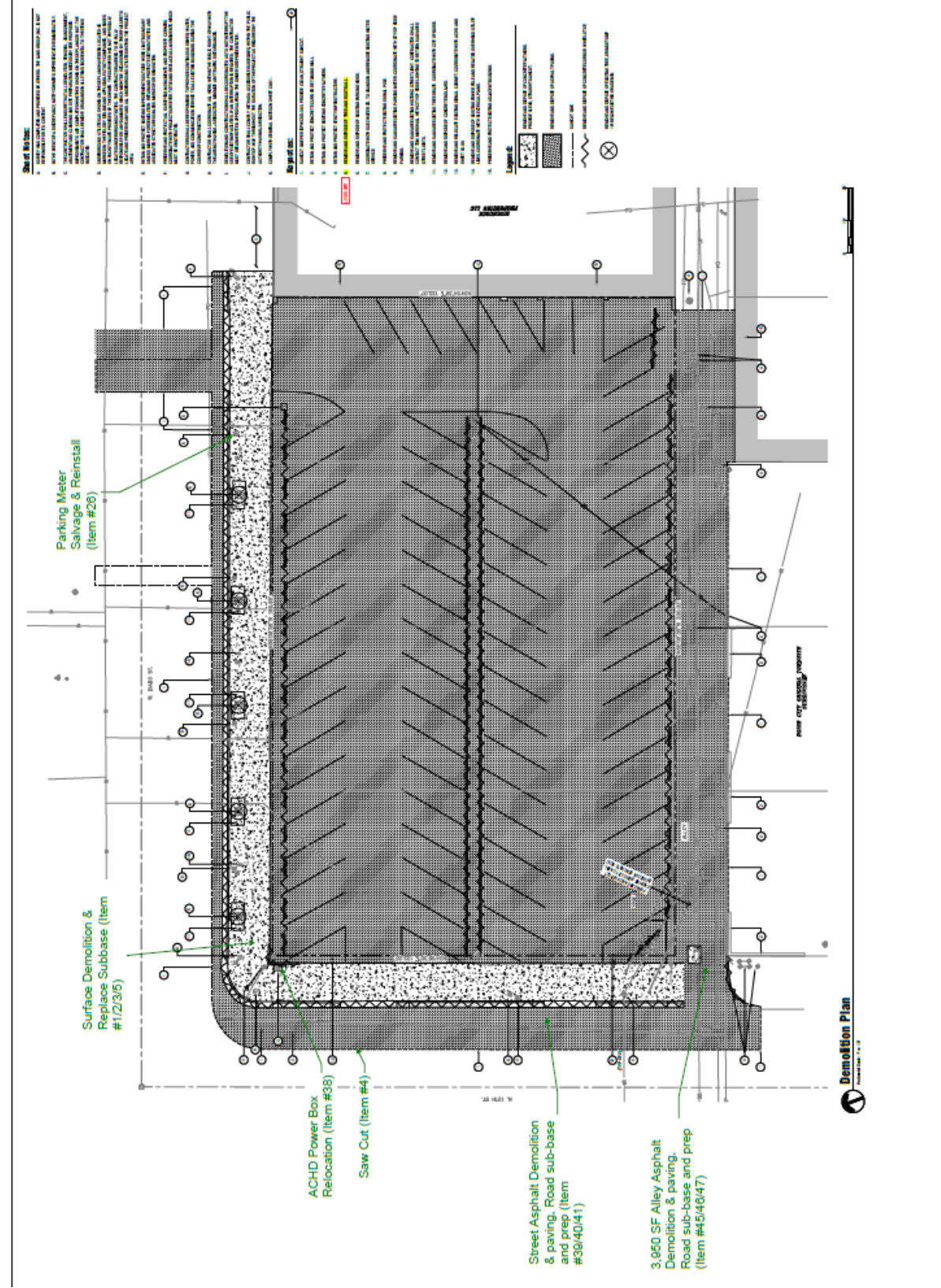
Attachment #3 – Public Improvement Plan (page 1 of 3)



Landscape Plan: SCB Idaho



# Attachment #3 – Public Improvement Plan (page 2 of 3)



Demolition Plan: SCB Idaho and The Land Group

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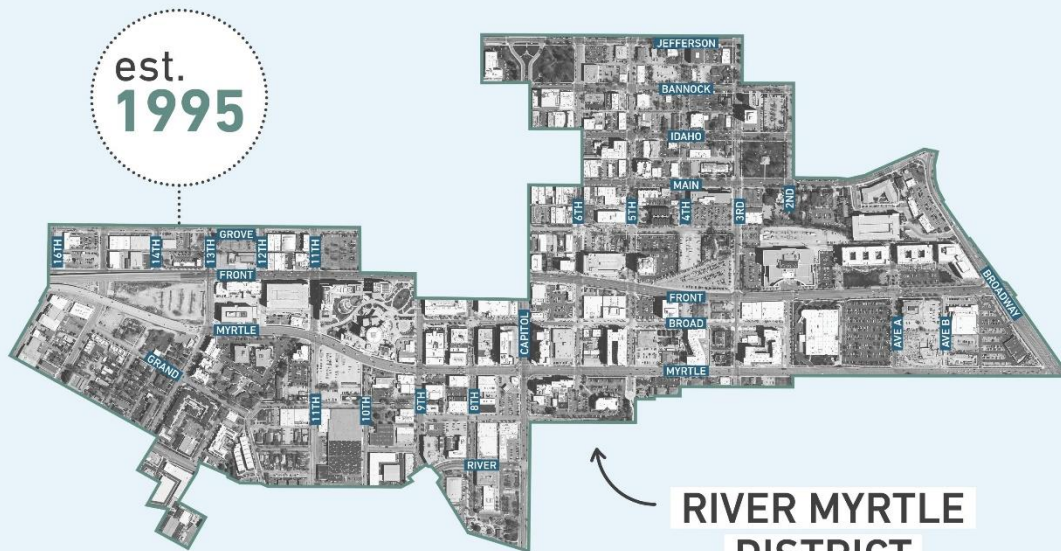
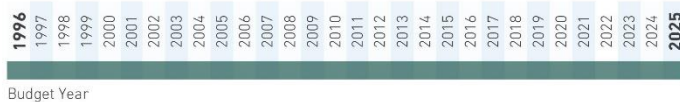


DATE: January 11, 2023  
TO: Latonia Haney Keith, Chair  
Board of Commissioners  
FM: John Brunelle, Executive Director  
RE: CCDC Monthly Report

## RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



### Economic Development

**5th & Front Streets - Hotel and Parking Garage - PP Type 3:** Costs for fabrication and installation of "Pale Blue Dot," increased significantly from their original estimate due to impacts from COVID-19 and unforeseen fabrication requirements. The Agency and Developer negotiated a proposed Fifth Amendment to the Type 3 Agreement to increase Agency participation in the public art, which the Board approved at its December meeting. The work has been installed and the developer is working on providing Cost Documentation to the Agency. *Project Lead: Alexandra Monjar*



**CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks:** This partnership with Boise City Parks and Recreation will provide upgrades to CW Moore Park. The Agency is working with the Parks Department to help fund the improvements, not to exceed \$200,000. The Board approved the project in March for T4 Agreement Designation. Staff are awaiting further information while the city reviews the scope of the project. *Project Lead: Karl Woods*

**US Assay Office Pathway & Landscaping- 210 W Main St - PP Type 1:** Landscaping and historical improvements on the US Assay Office. The Board approved an agreement in August and work is underway. *Project Lead: Kevin Holmes*

**The Broadstone Saratoga - 1201 W Grove St - PP Type 4:** 334-unit mixed-use development with 377 parking spaces and ground floor retail. With \$100M in total development costs, the Agency expects a \$1.3M reimbursement for alley improvements, streetscapes, and utility work. The project coordinates overlapping public improvements with the Rebuild Linen Blocks on Grove Street capital project between 12th and 13th Streets. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in August. The Agency will present a final agreement for Board approval in February. *Project Lead: Kevin Holmes*

**ICCU Plaza - 200 N 4th St - PP Type 2:** The Agency has received an application from BVA to participate in this project to construct a building with both a 13-story tower, which will be commercial/office space, and an 11-story tower, which will be residential/multi-family. A total of 125 apartments and 150,000 square feet of office space included. The public improvements eligible for CCDC reimbursement include streetscapes along 4th St, Main St, and Bannock St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer mainline. Total Development Costs are estimated at \$124 million and Eligible Expenses at \$2.2 million. The project is requesting the use of CIP funds dedicated to housing developments which will be complete before the expiration of the RMOB District. The Agency will present this project for designation in January. *Project Lead: Kevin Holmes*

## Infrastructure

**“Rebuild 11th Street Blocks” - Redevelopment of the 11th Street Corridor - State Street to Grove Street:** This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD-planned pavement rehabilitation, and stormwater infrastructure upgrades. A full report is located under the [Westside District](#). *Project Lead: Amy Fimbel*

**RMOB Closeout Inventory and Analysis:** This project identified locations where streetscape infrastructure repairs or upgrades are needed to address minor deficiencies, deterioration, or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the district-wide assessment of current conditions and to identify locations in need of improvements. Locations identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

## Mobility

**5th St & 6th St Two-Way Conversion:** CCDC is assisting the City of Boise with this high-priority project to convert the two existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies, performed a concept analysis, and initiated final design work prior to putting the project on-hold in early 2019. CCDC will assist the City by managing the remainder of Final Design, agency approval and construction processes. In December 2022, CCDC entered an Interagency Cost Share

## PARTICIPATION PROGRAM

**Type 1:** One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

**Type 2:** General assistance. Reimbursed by project-generated tax increment revenue. Scorecard dependent.

**Type 3:** Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

**Type 4:** Capital Improvement Coordination. Most often used for public/public projects.

**Type 5:** Disposition of CCDC-owned property.

Agreement with ACHD to complete design and outreach on the project. Staff will present a Task Order for preliminary and final design at the January 2023 Board Meeting. Staff anticipates final bid documents will be complete midway through FY2024 at which time an additional Interagency Cost Share Agreement with ACHD will be negotiated and the project will be bid for construction. *Project Lead: Zach Piepmeyer*

**S 5th St & Myrtle St - Signalized Crossing:** This project anticipates installing a traffic signal on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition and to extend the signal-coordinated traffic calming of Myrtle Street. CCDC will incorporate traffic signal improvements in the 5th & 6th Two-Way Conversion project listed above. *Project Lead: Zach Piepmeyer*

### Place Making

**Grove Street Old Boise Blocks - Multi-Block Improvement Project:** CCDC conducted an inclusive, community-driven visioning process to develop a place-making strategy for this site. The process began in June 2020 with a series of stakeholder visioning meetings to create a community-supported vision for the area. The public had several opportunities to engage in the visioning process through summer and fall 2020. The Agency presented the visioning documents to the Board at its December 14, 2020, meeting. The Agency selected Jensen Belts Associates in February as the Landscape Architect of Record for the project. The Board approved the ranking of Guho Corp. as the selected Construction Manager/General Contractor (CM/GC) for the project at the April Board meeting. Stakeholder meetings are complete, and the project presented to the City Council in July 2021. CCDC received a draft memo from the City, which proposed tasks and a road map to gain design review approval for the project. CCDC has responded to the memo. CCDC submitted a DR package for review on March 4 and met with the City on April 11 to discuss the submittal. CCDC received a letter regarding the submittal on April 15 and had a follow-up meeting with the City on April 25. CCDC revised and resubmitted the drawings on June 10, 2022. CCDC has worked with the City and ACHD to gain approval of a city directed curbless street design. CCDC is working on construction documents, a 60% set will be complete January 17, 2023. *Project Lead: Karl Woods*

**Linen Blocks – West Grove Street Improvements:** This project will make catalytic infrastructure improvements on Grove Street between 10th and 16th Streets. CCDC conducted an inclusive, community-driven visioning process for the project from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys and resulted in a final visioning document. GGLO started design in July 2021 and submitted draft final design plans to ACHD and the City of Boise in September 2022. The Board approved Guho Corp. as the selected CM/GC for the project at the October 2021 Board Meeting. Amendment No. 1 to Guho's contract for advanced sewer relocation work was approved at the October 10, 2022, Board meeting. Guho started sewer construction November 14, 2022, and anticipates construction of the full improvements to follow in February 2023 once permitting approvals are complete. *Project Lead: Amy Fimbel*

**Boise Canal Multi-Use Pathway - 3rd Street to Broadway:** As identified in the recently adopted 2022 City of Boise Pathway Master Plan and the 2020 Old Boise Blocks Visioning Report, this project anticipates constructing a non-motorized, multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway Avenue at the recently installed enhanced pedestrian crossing to Dona Larsen Park. Because no continuous public right-of-way exists within which to construct the pathway, close coordination and cooperation with property owners will be essential. CCDC has initiated preliminary discussions with property owners and Agency partners. CCDC selected The Land Group to assist with design and construction administration services through a competitive RFQ process. Consultant design work anticipated to begin February 2023. *Project Lead: Zach Piepmeyer*

**Fulton Street Improvements - 9th Street to Capitol Blvd:** This project will improve Fulton Street between 9th Street and Capitol Boulevard. CCDC selected The Land Group to perform consultant design services for the project. The final design was completed in October 2022 and final plans are currently being reviewed by ACHD prior to bidding. Bidding is anticipated in early 2023 with construction beginning spring 2023. *Project Lead: Zach Piepmeyer*



## 521 W Grove Street Public Space

This project will develop an Agency-owned parcel at 521 W Grove Street into a public space that celebrates the neighborhood's multi-cultural history, provides additional event space to support street festivals on the adjacent Basque Block, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy. This project is in collaboration with Boise Parks Department, which will assume ownership, operation, and maintenance. A Design Team was selected through an RFQ process. Staff received Board approval for the selection of the Design Team in October. A CMGC was selected through an RFQ process, and the selection was approved by the Board in December. Staff are working on a public programming survey for the project which is scheduled to be released January 9th. *Project Lead: Karl Woods*

### Special Projects

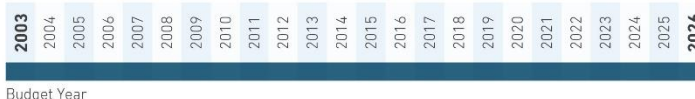
**RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4:** The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*

**703 S 8th Street - Property Acquisition:** Ownership of this property has been transferred to the City of Boise, effective December 2022. *Project Lead: Alexandra Monjar*

# WESTSIDE DISTRICT



157 ACRES



est.  
**2002**



**WESTSIDE DISTRICT**

DISTRICT MAP

## Economic Development

**9th and Bannock Streets Intersection Geothermal Repairs - Type 4 Partnership with Boise City:** This partnership with the city will provide upgrades to the City of Boise's geothermal system adjacent to the intersection of 9th & Bannock Streets. The Agency is working with Public Works Engineering to help fund the geothermal upgrade costs, not to exceed \$250,000. The Board approved the T4 Agreement on February 14, 2022. Construction is complete on the project. *Project Lead: Karl Woods*

**1721 W Idaho Street - The Martha - Agency-Owned Property:** The Agency negotiated a Disposition and Development Agreement with SMR Development LLC as approved at its July 12, 2021, Board Meeting. In accordance with the terms of the Agreement, sale of the property closed on October 15, 2021, and the project is under construction, with the exterior now complete and interior finishes underway. The developer worked with Surel's Place to select artist Laurel Rau to create the building's mural whose concept was approved by the Board August 8, 2022. Overall project completion is expected in April 2023 and the Agency is coordinating with the developer regarding the cost documentation process. *Project Lead: Alexandra Monjar*

**Block 68 Catalytic Redevelopment Project:** At its December 2021 meeting, the Board selected Edlen & Company's proposal for disposition of Agency owned property at 1010 W. Jefferson Street and 421 N. 10th Street through a competitive RFP process and approved the Agreement to Negotiate Exclusively (ANE) with the developer in March 2022 and its First Amendment in October 2022. The Disposition and Development Agreement (DDA) for the Workforce Housing Project on Block 69 North is predicated on a land exchange with the YMCA of Agency-owned property at 421 N 10th St for the YMCA's property on Block 69 N. The Agency and YMCA executed the Land Exchange Agreement in July 2022 and the Amended and Restated Land Exchange in October 2022 at which time the Board also approved the Block 69 N DDA. The Board approved the Block 68 South DDA for disposition of 1010 W Jefferson St at its December 2022 meeting. The Agency expects to present updated information and a Type 4 Participation Agreement for each project on or before the Board's April meeting. *Project Lead: Alexandra Monjar*

**1010 W Jefferson Street - 10Ten Building - Agency Owned Property:** McAlvain Construction Companies will be using 60 parking spaces for staging items for Rebuild 11th Street Blocks, as well as using a small office space on the second floor for a construction field office. Atlas will be conducting site walks for the demo inspection in December. No significant maintenance items to report. *Project Lead: Amy Fimbel/ Aaron Nelson*

**421 N 10th Street - Agency Owned Property:** As of May 30, 2022, the building has no tenants, all signage has been removed. Touch up painting was completed to make the exterior more presentable. The parking space lines were repainted as of June 23, the Car Park is now managing and monitoring the lot. *Project Lead: Aaron Nelson*

**1700 W Main Street - Rock Hard Granite Renovation - PP Type 1:** Approval of the final agreement for this commercial building renovation occurred in February and some demolition has begun. The developer is working through final permitting with the City of Boise and the expected completion date is TBD. *Project Lead: Kevin Holmes*

**1744 W Main Street - West End Food Hub - PP Type 1:** One Time Assistance for public streetscape improvements related to the conversion of an existing building into a food kitchen with 15 individual kitchen areas serving delivery orders. The Board approved the final agreement in October and construction is ongoing. *Project Lead: Kevin Holmes*

**1015 Main Street - Smith Block Building - PP Type 1:** This restoration project includes extensive facade renovation work sensitive to the historic nature of the building. The first-floor retail space will be renovated with the exterior of the building into a new bar. The developer is seeking Type 1 assistance to reimburse for restoration costs associated with the facade renovation including replacing windows, historically accurate awnings and new storefront display windows and entry doors. The Board designated the project at the October 10, 2022, meeting and the Agency will present a final agreement for approval in January. *Project Lead: Kassi Brown*

**16th & State - 1522 W State St - PP Type 2:** The Agency has received an application from Johnson & Carr to participate in this project to construct a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground floor retail. The project includes workforce housing, 10% of the units will

be rent restricted and reserved for income qualified residents. The public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades water line relocations and stormwater management infrastructure. Total Development Costs estimated at \$23 million and Eligible Expenses at \$660,000. The project is requesting the use of CIP funds dedicated to housing developments which are to be completed before the expiration of the Westside District. The Board designated the project in December and the Agency plans to present a final agreement for approval in January. *Project Lead: Kevin Holmes*

**120 N 12th Street - 12th & Idaho - PP Type 2:** The Agency has received an application from 12th and Idaho Owner LLC, a joint venture between White Oak Realty Partners, Ponsky Capital Partners and Oppenheimer Development Corp. for Type 2 assistance in its project to construct a 26-story mixed-use development on the corner of 12th and Idaho Street(s). The Agency is reviewing this application and will request the Board consider designation of this project at its January 2023 meeting. *Project Lead: Alexandra Monjar*

### Infrastructure

#### **“Rebuild 11th Street Blocks” - Redevelopment of the 11th Street Corridor - State Street to Grove**

**Street:** This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City and ACHD for 11th Street as a corridor that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two URDs with the improvements extending into RMOB with the continuation from Grove Street to River Street. ACHD’s bikeway facility improvements for 11th Street from Heron Street to State Street are under construction and anticipated to be complete by the end of summer 2023. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD planned pavement rehabilitation, stormwater upgrades, and the replacement of the underground Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates lead the design effort and McAlvain Construction Companies is the Construction Manager/General Contractor (CM/GC). Construction started June 2022. *Project Lead: Amy Fimbel*

**State Street Streetscape & Fiber-Optic Conduit:** This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd & 16th Streets. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th Street and streetscape improvements between 12th Street and 14th Street. Streetscape components include wider sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and storm water retention. The project also anticipates green stormwater infrastructure features in the form of bioretention planters and a landscaped median at select locations throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters and potential landscaped median features between 12th and 14th Streets. ACHD bid on this project in August but rejected all bids due to high pricing. ACHD anticipates re-bidding the project in January 2023 and will extend the construction duration from spring 2023 into summer 2024. Staff continues to coordinate with ACHD, and development teams associated with YMCA and Block 68/69. *Project Lead: Zach Piepmeyer*

**1110 W Grove St - Renegade Hotel - PP Type 4:** The Agency has been in communication with Hendricks Commercial Properties to coordinate streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May and its Type 4 Agreement approved by the Board in September. *Project Lead: Alexandra Monjar*

### Mobility

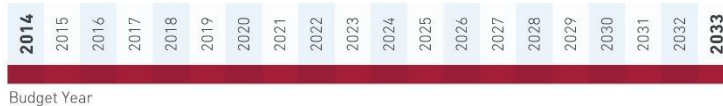
**8th Street Improvements, State Street to Franklin Street:** This project will improve mobility and safety between the North End Neighborhood and Boise State University. The proposed 8th Street bike facilities will connect to a future east west ACHD Franklin Street Bikeway and ACHD is leading a companion project to extend 8th Street bike facility improvements north of Franklin Street to Union Street. The CCDC project contemplates undergrounding overhead power and telecommunication lines as well as streetscape and transit improvements along the frontage of several properties. At its November 9, 2022, meeting the ACHD

Commission adopted Concept A as the preferred alternative for the CCDC section (State to Franklin). ACHD continues to vet additional alternatives for its project segment from Franklin to Union. Staff are currently negotiating a final design scope with Kittelson & Associates and will present a Task Order for final design to the Board at the February 2023 meeting. *Project Lead: Zach Piepmeyer*

## 30TH STREET DISTRICT



213 ACRES



est.  
**2013**

**30TH STREET DISTRICT**

DISTRICT MAP



### Economic Development

**2724 W Fairview Ave - The Avens - PP Type 2:** A development from Roundhouse to build 189 apartments with Passive House certification, ground floor commercial/retail space, and an extension of North 28th Street connecting Main and Fairview. Future phases could add more apartments and commercial space. Construction anticipated beginning this fall/winter. The Board designated the project for Type 2 General Assistance participation in September. The Agency plans to present a final agreement for Board approval in March. *Project Lead: Kevin Holmes*

**2618 W Fairview Ave - LOCAL Fairview - PP Type 2:** The Agency has received an application from Subtext to participate in this project to build a seven-story 271-unit mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial and the existing Capri Restaurant on site to be retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Ave and 27th St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. Total Development Costs are estimated at \$81 million and Eligible Expenses at \$1.2 million. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in January. *Project Lead: Kevin Holmes*

**2850 W Fletcher Street - 27th and Fairview Apartments:** The Agency is in discussions with developer KAL Pacific & Associates for a Type 2 assistance for its planned residential and commercial mixed-use project located at 27th Street and Fairview Avenue. The project contemplates two, seven-story, mixed-use apartment buildings with 358 total units and ground floor retail space and parking, and a four-story office building. The developer plans to extend Fletcher Street to Fairview Avenue, as proposed in the [ACHD Fairview and Main Local Streets Plan](#) and connect the Greenbelt to both streets. The project received Design Review approval in November and has obtained approval for street extension plans from ACHD. The Agency expects to present this project for designation in 2023. *Project Lead: Kevin Holmes*

#### Infrastructure

**Whitewater Lift Station and Water Renewal Upgrades- PP Type 4:** The City of Boise is undertaking the construction of a new lift station and pressure discharge pipe needed to serve multiple incoming mixed-use developments in the 27th Street and Fairview Ave area. These improvements will provide the backbone to replace miles of substandard gravity sewer lines as further development happens at the western end of the 30th Street District. The city has requested funding assistance with this capital improvement project. The Board designated the project in December and plans to present a final agreement for Board approval in February. *Project Lead: Kevin Holmes*

#### Mobility

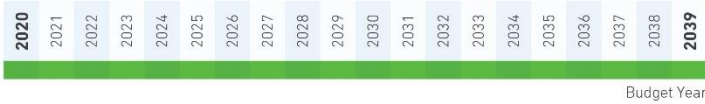
**2525 W Fairview - St. Luke's Transit Station - PP Type 4:** The construction of St. Luke's project at 27th and Fairview Avenue overlaps with CCDC's Main and Fairview Transit Station at the intersection and the Board approved a Type 4 Participation Agreement to subcontract for the construction of this platform in March 2022. Construction has begun and the project is experiencing some delays but is expected to be completed within the Agreement period. *Project Lead: Alexandra Monjar*



# SHORELINE DISTRICT



195 ACRES



Budget Year

est.  
2019



## SHORELINE DISTRICT

DISTRICT MAP

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## Economic Development

**17th Street Streetscape Improvements, Shoreline Drive to Cul-de-Sac:** Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Design & analysis by Quadrant Consulting, Inc. is in progress. *Project Lead: Kassi Brown*

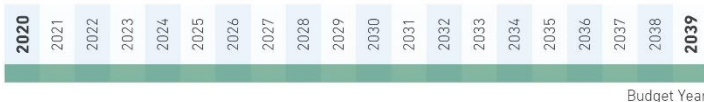
**818 W Ann Morrison Park Drive - Capitol Student Housing - PP Type 2:** The Agency has received an application from Gardener Company to participate in this project to build a new five-story mixed-use residential building with 91 units (278 BR) and ground floor commercial space with associated site improvements on the property. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Dr, Lusk St, and Sherwood St. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Total Development Costs estimated at \$44 million and Eligible Expenses at \$600,000. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in January. *Project Lead: Kevin Holmes*



# GATEWAY EAST DISTRICT



2,643 ACRES



DISTRICT MAP

## Economic Development

**951 E Gowen Road - Red River Logistics and Commerce Centers - PP Type 2:** The Board approved this agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. Construction is underway. *Project Lead: Kevin Holmes*

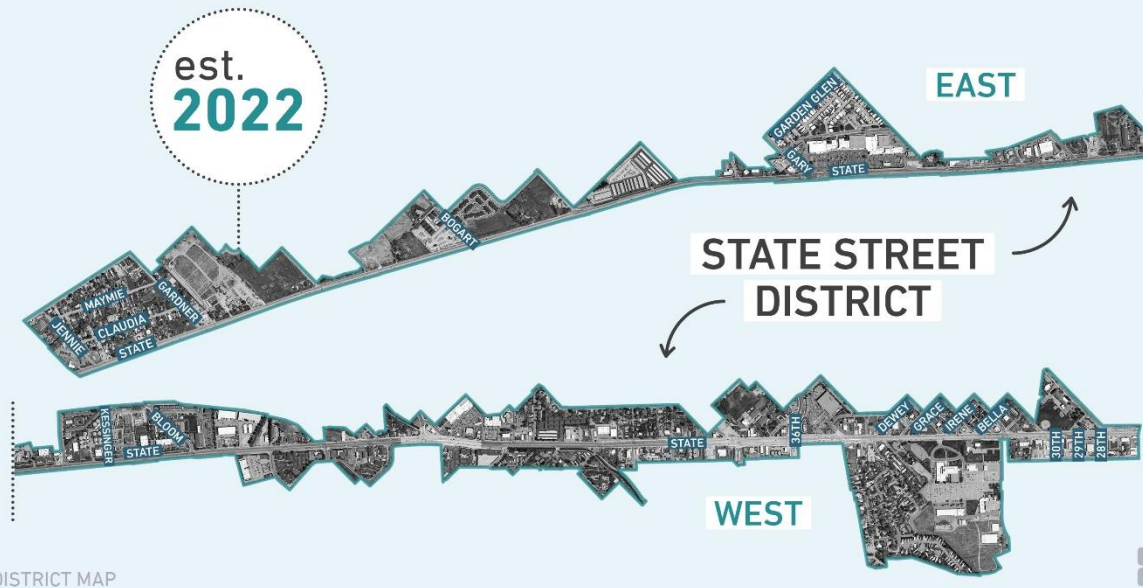
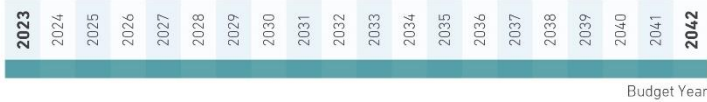
**2500 W Freight St - Boise Gateway 3 - PP Type 2:** In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The Agency will request the Board's approval of a final agreement in February 2023. *Project Lead: Alexandra Monjar*

## Mobility

**Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane:** Construct an interim five-foot wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall at Five Mile Creek. Final plans submitted to ACHD for approval. *Project Lead: Kassi Brown*

# STATE STREET DISTRICT

577 ACRES



**New District – State Street:** The State Street Plan to promote compact, mixed-use, mixed-income, neighborhood-oriented development supportive of and supported by transit and other alternative transportation along the State Street corridor, established on October 26, 2021. The State Street District has a base valuation date of January 1, 2021; a District sunset date of December 31, 2041; and tax increment revenue to the district terminating by September 30, 2042. Agency and ACHD staff have negotiated an interagency agreement as required by recent legislation to receive increment revenue on the highway district levy. Under the agreement, the Agency will receive this increment (approximately \$5 million over the 20-year term of the district) and commit it exclusively to transportation components identified in the ACHD Cost Share Policy. The Agency Board and ACHD Commission approved the agreement, and legal counsel transmitted it to the State Tax Commission in July, ahead of the September 1 deadline. *Project Lead: Matt Edmond*

## AGENCY WIDE – ALL DISTRICTS

### Parking & Mobility

**Boise Bike Share 2.0:** The Agency Board approved a sponsorship agreement for the Bike Share 2.0 pilot program at the June Board meeting. Valley Regional Transit launched the pilot program starting with 50 bikes on July 13. From July 13 through August 31, users have taken 1,256 rides on the bikes. Through the September 1 deadline for matching sponsorships, Valley Regional Transit has secured \$25,000 in sponsorships from other organizations. *Project Lead: Matt Edmond*

**ParkBOI - Garage Stairwell Handrails:** Cascade Enterprises will be removing out of compliance handrails and cable guards and refabricating, painting, and reinstalling new ones in the 9th & Main, 10th & Front,



Capitol & Main, Capitol & Myrtle Garages, Removal and fabrication of the hand and guardrails completed at the Capitol & Main, 9th & Main garages. Idaho street side tower painting of the rails is in progress and will be complete the first week of December. Minor Fabrication of the handrails, guardrails has begun at the Capitol & Myrtle garage, the project reached Substantial completion on December 7, 2022, and is now in the process of closing out. The project contract amount is \$406,000. *Project Lead: Aaron Nelson*

**EV Station Garage Project:** Quality Electric will be installing EV stations in four CCDC/ParkBOI Garages (9th & Main, 10th & Front, 11th & Front Capitol & Myrtle) A single pole 2 charge system will be installed adding 2 charging spots per garage. Work is set to start in January. Project cost is \$64,000. Project lead: Aaron Nelson

**421 N 10th St Property:** The Agency has an agreement with the Carpark to monitor the lot starting in November. *Project Lead: Aaron Nelson*

**City GO:** Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of Valley Regional Transit, City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a \$60,000 contribution to City Go in the proposed FY2022 budget for CCDC. An overview is located at [citygoboise.com](http://citygoboise.com). *Project Lead: Matt Edmond*

### 10th & Front Garage Structural Concrete Repairs Phase 2

The Agency received board approval at the December meeting to award the contract to Consurco, the lowest bidder on this project. The scope of work consists of partial depth repairs on level four across the entire length of the beams, removal/replacement of concrete, installation of anodes and removal/replacement of any damaged rebar with epoxy coated rebar. The Agency's budget includes sufficient funds and will start in the Spring of 2023. The contract amount is \$790,997. *Project Lead: Aaron Nelson*

### Condominium Associations

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
December 14, 2022	December 2023	December 31, 2023
<b>Issues/Comments:</b>	Meeting was held and main topic of discussion was to update procedure in the event of another insurance claim. Power was lost to the Hotel due to an electrical issue; it has since been repaired.	

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest

CCDC	9 <sup>th</sup> & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%
Hendricks	BoDo Retail Units	20.07%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
September 20, 2022	TBD	November 30, 2023
<b>Issues/Comments:</b>	Annual meeting held. Sarah from EPR will be having roof work done on one of the stair towers to prevent water from infiltrating the tower.	

<b>U.S. Bank Plaza Condominium Association</b> CCDC Contact: Matt Edmond		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
LN City Center Plaza/ Clearwater Analytics	A, 1A, 1B, 1C, 1H, 1K, 1L, 2C, 3C, 5A, 6A, 7A, 8A, 9A	77.372%
CCDC	1F, 1G, 1J, 2B, 4B, 5B	6.861%
GBAD	4A	3.040%
Boise State University	1D, 1E, 2A, 3A, 3B	6.131%
Valley Regional Transit	B1, B2, B3	6.429%
Sawtooth Investment Mgmt.	10A	0.167%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
October 2022	TBD	August 2023
<b>Issues/Comments:</b>		

<b>Capitol Terrace Condominium Association</b> CCDC Contact: Aaron Nelson		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%

Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2022	TBD	October, 2023
<b>Issues/Comments:</b>	Stairwell work to be completed by December 2022. Fire inspection contract with JCI finalized.	

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 <sup>th</sup> & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 28, 2022	TBD	September 30, 2023
<b>Issues/Comments:</b>	The annual meeting was held, and all parties were notified that the waterproofing project is now complete. The Handrails guardrails replacement project is currently going on and anticipated to be completed in December.	

ACME Fast Freight Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
January 3, 2022	TBD	TBD
<b>Issues/Comments:</b>		

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# **VI. ADJOURN**



**END**