



**BOARD  
OF  
COMMISSIONERS  
MEETING  
July 16, 2024**

**CAPITAL CITY DEVELOPMENT CORPORATION**  
Board of Commissioners Meeting  
Board Room, Fifth Floor, 121 N. 9th Street  
July 16, 2024, 12 p.m.

Virtual attendance via live stream available at <https://ccdcboise.com/board-of-commissioners/>

**AMENDED**  
**AGENDA**

- I. **CALL TO ORDER** .....Chair Haney Keith
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS** .....Chair Haney Keith
- III. **ACTION ITEM: CONSENT AGENDA**
  - A. Expenses
    - 1. Approve Paid Invoice Report for March 2024
    - 2. Approve Paid Invoice Report for April 2024
    - 3. Approve Paid Invoice Report for May 2024
    - 4. Approve Paid Invoice Report for June 2024
  - B. Minutes and Reports
    - 1. Approve Meeting Minutes for June 10, 2024
  - C. Other
    - 1. Approve Resolution 1882: 705 S. 8th St., South 8th Street and Greenbelt Site Improvements. Type 4 Participation Agreement with City of Boise Public Works.
    - 2. Approve Resolution 1880: 617 Ash St., Erma Hayman House Interpretive Signage. First Amendment to Type 4 Participation Agreement with City of Boise.
    - 3. Approve Resolution 1881: 951 E Gowen Rd, Red River Logistics and Commerce Centers. Amendment 2 to the Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC
    - ~~4. Approve Resolution 1883: 521 W. Grove St. Public Space. First Amendment to the Type 4 Participation Agreement with Boise City Department of Arts & History.~~
    - 5. FY2024 Q2 Financial Report (Unaudited)
- IV. **ACTION ITEM**
  - A. CONSIDER Resolution 1885: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street, Amendment No. 1 to the CM/GC Contract with Guho Corp. ....Megan Pape (10 minutes)
  - B. CONSIDER Resolution 1884: Pre-Qualification of Contractors for the Boise City Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue. .... Megan Pape/Kathy Wanner (10 minutes)
  - C. CONSIDER Resolution 1887: Boise City Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue. License Agreement for Davis Family Remnant Parcel.....Mary Watson (10 minutes)
  - D. CONSIDER Resolution 1886: Selected and Preapproved List of CM/GC Firms ..... Kathy Wanner (5 minutes)
- V. **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).*



## **II. AGENDA CHANGES/ ADDITIONS**



# **III. CONSENT AGENDA**



**Paid Invoice Report**

For the Period: 3/1/2024 through 3/31/2024

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
			Total Debt Payments: -
<b>Payroll:</b>			
PERSI	Retirement Payment	3/4/2024	21,324.18
457(b)	Retirement Payment	3/6/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	3/6/2024	45,325.09
EFTPS - IRS	Federal Payroll Taxes	3/6/2024	19,743.40
Idaho State Tax Commission	State Payroll Taxes	3/6/2024	3,054.00
PERSI	Retirement Payment	3/18/2024	20,472.01
457(b)	Retirement Payment	3/20/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	3/20/2024	43,433.31
EFTPS - IRS	Federal Payroll Taxes	3/20/2024	18,184.62
Idaho State Tax Commission	State Payroll Taxes	3/20/2024	2,859.00
Idaho Dept of Labor	Q1-2024 SUTA Payment	3/27/2024	2,342.09
			Total Payroll Payments: 179,599.12
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	3/31/2024	2,514,134.13 <b>A</b>

**Total Cash Disbursements: \$ 2,693,733.25**

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

Joey Chen  
 \_\_\_\_\_  
 Finance Director  
 6/19/2024  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Executive Director  
 6.11.24  
 \_\_\_\_\_  
 Date

## Report Criteria:

Summary report type printed  
Check.Voided = no

Name	Check Amount	Check Issue Date
<b>Abbey Louie LLC</b>	3,000.00	03/29/2024
Total Abbey Louie LLC:	3,000.00	
<b>ABC Stamp Signs &amp; Awards</b>	36.80	03/28/2024
Total ABC Stamp Signs & Awards:	36.80	
<b>ACHD Commuteride</b>	5,000.00	03/28/2024
Total ACHD Commuteride:	5,000.00	
<b>Acme Fast Freight</b>	2,534.68	03/29/2024
Total Acme Fast Freight:	2,534.68	
<b>American Fire Protection LLC</b>	200.00	03/29/2024
	200.00	03/29/2024
	200.00	03/29/2024
	200.00	03/29/2024
Total American Fire Protection LLC:	800.00	
<b>Atlas Technical Consultants LLC</b>	234.40	03/29/2024
	348.80	03/29/2024
Total Atlas Technical Consultants LLC:	583.20	
<b>AVI Systems</b>	350.00	03/29/2024
Total AVI Systems:	350.00	
<b>Blue Cross of Idaho</b>	29,465.53	03/01/2024
Total Blue Cross of Idaho:	29,465.53	
<b>Boise City Utility Billing</b>	9.57	03/26/2024
Total Boise City Utility Billing:	9.57	
<b>Boise Metro Chamber of Com</b>	1,136.00	03/29/2024
Total Boise Metro Chamber of Com:	1,136.00	
<b>Boxcast Inc</b>	43.07	03/29/2024
Total Boxcast Inc:	43.07	
<b>Caselle Inc.</b>	748.00	03/01/2024

Name	Check Amount	Check Issue Date
Total Caselle Inc.:	748.00	
<b>City of Boise</b>	592.99	03/28/2024
	3,716.06	03/28/2024
	554.73	03/28/2024
Total City of Boise:	4,863.78	
<b>Civil Survey Consultants Inc</b>	645.19	03/29/2024
Total Civil Survey Consultants Inc:	645.19	
<b>Crane Alarm Service</b>	145.00	03/29/2024
	25.00	03/29/2024
	217.50	03/29/2024
Total Crane Alarm Service:	387.50	
<b>CSHQA</b>	10,166.00	03/29/2024
Total CSHQA:	10,166.00	
<b>Eide Bailly LLP</b>	1,350.00	03/29/2024
Total Eide Bailly LLP:	1,350.00	
<b>Elam &amp; Burke P.A.</b>	9,769.45	03/29/2024
	980.50	03/29/2024
	1,302.50	03/29/2024
	2,150.25	03/29/2024
	159.00	03/29/2024
Total Elam & Burke P.A.:	14,361.70	
<b>GGLO LLC</b>	15,940.00	03/29/2024
Total GGLO LLC:	15,940.00	
<b>Guho Corp.</b>	379,231.64	03/29/2024
	116,145.47	03/29/2024
	598,232.66	03/29/2024
	65,846.72	03/29/2024
	539,655.62	03/29/2024
Total Guho Corp.:	1,699,112.11	
<b>HRA VEBA Plan</b>	1,173.07	03/29/2024
	5,054.57	03/29/2024
Total HRA VEBA Plan:	6,227.64	
<b>Idaho Housing and Finance Assoc.</b>	3,000.00	03/28/2024

Name	Check Amount	Check Issue Date
Total Idaho Housing and Finance Assoc.:	3,000.00	
<b>Idaho Power</b>	5.80	03/21/2024
	5.80	03/20/2024
Total Idaho Power:	11.60	
<b>Idaho Records Management LLC</b>	45.00	03/29/2024
	45.00	03/29/2024
	45.00	03/29/2024
Total Idaho Records Management LLC:	135.00	
<b>Idaho Site Works LLC</b>	211,676.15	03/28/2024
Total Idaho Site Works LLC:	211,676.15	
<b>Jensen Belts Associates</b>	5,198.68	03/29/2024
	25,736.51	03/29/2024
	4,291.85	03/29/2024
Total Jensen Belts Associates:	35,227.04	
<b>Kimley-Horn and Associates Inc</b>	8,200.64	03/29/2024
Total Kimley-Horn and Associates Inc:	8,200.64	
<b>Kittelson &amp; Associates Inc.</b>	23,793.15	03/29/2024
Total Kittelson & Associates Inc.:	23,793.15	
<b>Mary E. Watson</b>	52.24	03/19/2024
	14.82	03/19/2024
Total Mary E. Watson:	67.06	
<b>McAlvain Construction Inc.</b>	179,050.84	03/29/2024
	70,038.77	03/29/2024
	16,640.00	03/29/2024
	16,123.20	03/29/2024
Total McAlvain Construction Inc.:	281,852.81	
<b>McClatchy Company LLC</b>	169.38	03/29/2024
Total McClatchy Company LLC:	169.38	
<b>Plaza 121 Building</b>	602.92	03/28/2024
Total Plaza 121 Building:	602.92	
<b>Pro Care Landscape Management</b>	945.00	03/29/2024



Name	Check Amount	Check Issue Date
	325.00	03/29/2024
	230.00	03/29/2024
	129.00	03/29/2024
	200.00	03/29/2024
	228.00	03/29/2024
Total Pro Care Landscape Management:	2,057.00	
<b>Rehn &amp; Associates COBRA</b>	28.00	03/28/2024
Total Rehn & Associates COBRA:	28.00	
<b>Rim View LLC</b>	16,178.73	03/01/2024
Total Rim View LLC:	16,178.73	
<b>Scheidt &amp; Bachmann USA Inc.</b>	1,032.64	03/29/2024
Total Scheidt & Bachmann USA Inc.:	1,032.64	
<b>Security LLC - Plaza 121</b>	14,498.63	03/01/2024
	375.17	03/28/2024
Total Security LLC - Plaza 121:	14,873.80	
<b>Stability Networks Inc.</b>	3,200.00	03/29/2024
	11.25	03/29/2024
	527.34	03/29/2024
Total Stability Networks Inc.:	3,738.59	
<b>Syringa Networks LLC</b>	48,208.78	03/29/2024
Total Syringa Networks LLC:	48,208.78	
<b>Terracon Consultants Inc</b>	15,033.62	03/29/2024
Total Terracon Consultants Inc:	15,033.62	
<b>The Land Group Inc.</b>	12,998.75	03/29/2024
	3,922.50	03/29/2024
	13,667.50	03/29/2024
	2,310.00	03/29/2024
Total The Land Group Inc.:	32,898.75	
<b>The Potting Shed</b>	65.00	03/28/2024
Total The Potting Shed:	65.00	
<b>Treasure Valley Coffee Inc</b>	106.00	03/29/2024
	88.85	03/29/2024

Name	Check Amount	Check Issue Date
Total Treasure Valley Coffee Inc:	194.85	
<b>United Heritage</b>	2,011.75	03/01/2024
Total United Heritage:	2,011.75	
<b>US Bank - Credit Cards</b>	8,538.35	03/14/2024
Total US Bank - Credit Cards:	8,538.35	
<b>Veolia (Suez Water Idaho)</b>	32.86	03/25/2024
	59.39	03/25/2024
	32.86	03/25/2024
	55.86	03/25/2024
Total Veolia (Suez Water Idaho):	180.97	
<b>Veritas Material Consulting</b>	1,280.00	03/29/2024
Total Veritas Material Consulting:	1,280.00	
<b>Visionkit Studio LLC</b>	400.00	03/29/2024
Total Visionkit Studio LLC:	400.00	
<b>VoiceText Communications</b>	14.03	03/29/2024
Total VoiceText Communications:	14.03	
<b>Westerberg &amp; Associates</b>	5,000.00	03/29/2024
Total Westerberg & Associates:	5,000.00	
<b>Western States Equipment</b>	7.77	03/28/2024
	306.41	03/28/2024
	309.59	03/28/2024
Total Western States Equipment:	623.77	
<b>Xerox Corporation</b>	278.98	03/29/2024
Total Xerox Corporation:	278.98	
Grand Totals:	<u>2,514,134.13</u> A	

Name	Check Amount	Check Issue Date
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Report Criteria:

Summary report type printed  
Check.Voided = no

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**Paid Invoice Report**


For the Period: 4/1/2024 through 4/30/2024

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
			Total Debt Payments: -
<b>Payroll:</b>			
PERSI	Retirement Payment	4/3/2024	20,118.46
457(b)	Retirement Payment	4/3/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	4/3/2024	39,444.79
EFTPS - IRS	Federal Payroll Taxes	4/3/2024	16,475.76
Idaho State Tax Commission	State Payroll Taxes	4/3/2024	2,548.00
PERSI	Retirement Payment	4/17/2024	20,683.05
457(b)	Retirement Payment	4/17/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	4/17/2024	40,955.11
EFTPS - IRS	Federal Payroll Taxes	4/17/2024	16,859.76
Idaho State Tax Commission	State Payroll Taxes	4/17/2024	2,605.00
			Total Payroll Payments: 162,551.35
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	4/30/2024	1,933,688.64

**Total Cash Disbursements: \$ 2,096,239.99**

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

Joey Chen  
 \_\_\_\_\_  
 Finance Director  
  
 6/19/2024  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Executive Director  
  
 6.11.24  
 \_\_\_\_\_  
 Date

## Report Criteria:

Summary report type printed

Invoice.Invoice number = {&lt;&gt;} "123009-2 ACHD"

Check.Voided = no

Name	Check Amount	Check Issue Date
<b>Abbey Louie LLC</b>	3,000.00	04/30/2024
Total Abbey Louie LLC:	3,000.00	
<b>ABC Stamp Signs &amp; Awards</b>	18.40	04/29/2024
Total ABC Stamp Signs & Awards:	18.40	
<b>Acme Fast Freight</b>	2,534.68	04/30/2024
	2,534.68	04/30/2024
Total Acme Fast Freight:	5,069.36	
<b>Ada County</b>	35,005.50	04/29/2024
	57,207.75	04/29/2024
Total Ada County:	92,213.25	
<b>American Fire Protection LLC</b>	200.00	04/30/2024
	200.00	04/30/2024
	145.00	04/30/2024
Total American Fire Protection LLC:	545.00	
<b>Atlas Technical Consultants LLC</b>	743.20	04/30/2024
Total Atlas Technical Consultants LLC:	743.20	
<b>AVI Systems</b>	13,700.00	04/30/2024
Total AVI Systems:	13,700.00	
<b>Blue Cross of Idaho</b>	26,552.57	04/01/2024
Total Blue Cross of Idaho:	26,552.57	
<b>Boise City Utility Billing</b>	9.57	04/26/2024
Total Boise City Utility Billing:	9.57	
<b>Boise Contemporary Theater</b>	7,500.00	04/29/2024
Total Boise Contemporary Theater:	7,500.00	
<b>Boxcast Inc</b>	43.59	04/30/2024
Total Boxcast Inc:	43.59	

Name	Check Amount	Check Issue Date
<b>Cable ONE</b>	27,884.59	04/29/2024
Total Cable ONE:	27,884.59	
<b>Car Park</b>	174,756.24	04/30/2024
Total Car Park:	174,756.24	
<b>Caselle Inc.</b>	748.00	04/01/2024
Total Caselle Inc.:	748.00	
<b>City of Boise</b>	592.99	04/29/2024
Total City of Boise:	592.99	
<b>Civil Survey Consultants Inc</b>	6,740.00	04/30/2024
Total Civil Survey Consultants Inc:	6,740.00	
<b>CMT Technical Services</b>	215.00	04/30/2024
Total CMT Technical Services:	215.00	
<b>Community Planning Assoc</b>	2,450.00	04/30/2024
Total Community Planning Assoc:	2,450.00	
<b>Crane Alarm Service</b>	25.00	04/30/2024
	145.00	04/30/2024
Total Crane Alarm Service:	170.00	
<b>CSHQA</b>	8,348.00	04/30/2024
Total CSHQA:	8,348.00	
<b>Cutting Edge Landscape</b>	14,891.25	04/30/2024
	783.75	04/30/2024
Total Cutting Edge Landscape:	15,675.00	
<b>Downtown Boise Association</b>	38,032.00	04/29/2024
Total Downtown Boise Association:	38,032.00	
<b>Eide Bailly LLP</b>	675.00	04/30/2024
Total Eide Bailly LLP:	675.00	
<b>Elam &amp; Burke P.A.</b>	13,858.45	04/30/2024
	1,378.00	04/30/2024
	2,067.00	04/30/2024

Name	Check Amount	Check Issue Date
	955.35	04/30/2024
	79.50	04/30/2024
Total Elam & Burke P.A.:	18,338.30	
<b>GGLO LLC</b>	34,322.50	04/30/2024
Total GGLO LLC:	34,322.50	
<b>Great Notion</b>	8,250.00	04/29/2024
Total Great Notion:	8,250.00	
<b>Guho Corp.</b>	452,722.24	04/30/2024
	2,774.00	04/30/2024
	438,728.88	04/30/2024
	3,394.00	04/30/2024
Total Guho Corp.:	897,619.12	
<b>Hawkins Companies LLC</b>	18,889.93	04/29/2024
Total Hawkins Companies LLC:	18,889.93	
<b>Hummel Architects PLLC</b>	14,890.00	04/30/2024
Total Hummel Architects PLLC:	14,890.00	
<b>Idaho Power</b>	5.80	04/22/2024
	5.80	04/19/2024
Total Idaho Power:	11.60	
<b>Idaho Records Management LLC</b>	45.00	04/30/2024
Total Idaho Records Management LLC:	45.00	
<b>Idaho Site Works LLC</b>	149,981.52	04/29/2024
Total Idaho Site Works LLC:	149,981.52	
<b>IEC Group</b>	1,400.00	04/30/2024
Total IEC Group:	1,400.00	
<b>Jed Split Creative</b>	79.80	04/29/2024
Total Jed Split Creative:	79.80	
<b>Jensen Belts Associates</b>	31,419.59	04/30/2024
	16,419.00	04/30/2024
	5,603.00	04/30/2024

Name	Check Amount	Check Issue Date
Total Jensen Belts Associates:	53,441.59	
<b>Kimley-Horn and Associates Inc</b>	25,486.40	04/30/2024
Total Kimley-Horn and Associates Inc:	25,486.40	
<b>Kittelson &amp; Associates Inc.</b>	14,782.50	04/30/2024
	22,305.66	04/30/2024
Total Kittelson & Associates Inc.:	37,088.16	
<b>KPFF Consulting Engineers</b>	1,087.50	04/30/2024
Total KPFF Consulting Engineers:	1,087.50	
<b>Mary E. Watson</b>	14.82	04/16/2024
Total Mary E. Watson:	14.82	
<b>McAlvain Construction Inc.</b>	28,945.65	04/30/2024
	6,071.40	04/30/2024
	19,152.00	04/30/2024
	16,123.20	04/17/2024
	23,431.90	04/30/2024
Total McAlvain Construction Inc.:	81,581.35	
<b>McClatchy Company LLC</b>	279.48	04/30/2024
Total McClatchy Company LLC:	279.48	
<b>Piper Sandler &amp; Co</b>	2,730.00	04/29/2024
Total Piper Sandler & Co:	2,730.00	
<b>Pro Care Landscape Management</b>	224.00	04/30/2024
	709.42	04/30/2024
	65.00	04/30/2024
Total Pro Care Landscape Management:	998.42	
<b>QRS Consulting LLC</b>	2,384.75	04/29/2024
Total QRS Consulting LLC:	2,384.75	
<b>Rehn &amp; Associates COBRA</b>	28.00	04/29/2024
Total Rehn & Associates COBRA:	28.00	
<b>Rim View LLC</b>	16,178.73	04/01/2024



Name	Check Amount	Check Issue Date
Total Rim View LLC:	16,178.73	
<b>Scheidt &amp; Bachmann USA Inc.</b>	1,154.80	04/30/2024
Total Scheidt & Bachmann USA Inc.:	1,154.80	
<b>Security LLC - Plaza 121</b>	14,498.63	04/01/2024
	1,442.24	04/29/2024
Total Security LLC - Plaza 121:	15,940.87	
<b>Stability Networks Inc.</b>	5,647.50	04/30/2024
	3,200.00	04/30/2024
	353.25	04/30/2024
	527.34	04/30/2024
Total Stability Networks Inc.:	9,728.09	
<b>State Insurance Fund</b>	847.00	04/29/2024
Total State Insurance Fund:	847.00	
<b>Sunnyridge Construction LLC</b>	73,775.79	04/29/2024
Total Sunnyridge Construction LLC:	73,775.79	
<b>Syringa Networks LLC</b>	654.32	04/30/2024
	652.86	04/30/2024
Total Syringa Networks LLC:	1,307.18	
<b>Terracon Consultants Inc</b>	4,650.00	04/30/2024
Total Terracon Consultants Inc:	4,650.00	
<b>The Land Group Inc.</b>	2,122.50	04/30/2024
	6,405.00	04/30/2024
	5,297.50	04/30/2024
	5,530.00	04/30/2024
Total The Land Group Inc.:	19,355.00	
<b>The Potting Shed</b>	65.00	04/29/2024
Total The Potting Shed:	65.00	
<b>Tobin Rogers Photography LLC</b>	975.00	04/29/2024
Total Tobin Rogers Photography LLC:	975.00	
<b>Travelers</b>	2,107.00	04/29/2024

Name	Check Amount	Check Issue Date
Total Travelers:	2,107.00	
<b>Treasure Valley Coffee Inc</b>	106.00	04/30/2024
Total Treasure Valley Coffee Inc:	106.00	
<b>United Heritage</b>	62.30	04/01/2024
Total United Heritage:	62.30	
<b>US Bank - Credit Cards</b>	7,346.54	04/12/2024
Total US Bank - Credit Cards:	7,346.54	
<b>Veritas Material Consulting</b>	200.00	04/30/2024
Total Veritas Material Consulting:	200.00	
<b>Westerberg &amp; Associates</b>	5,000.00	04/30/2024
Total Westerberg & Associates:	5,000.00	
<b>Xerox Corporation</b>	259.34	04/30/2024
Total Xerox Corporation:	259.34	
Grand Totals:	<u>1,933,688.64</u>	

## Report Criteria:

Summary report type printed

Invoice.Invoice number = {&lt;&gt;} "123009-2 ACHD"

Check.Voided = no



## Paid Invoice Report


For the Period: 5/1/2024 through 5/31/2024

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
			-
<b>Payroll:</b>			
			Total Debt Payments: -
457(b)	Retirement Payment	5/1/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	5/1/2024	42,141.67
EFTPS - IRS	Federal Payroll Taxes	5/1/2024	17,498.22
Idaho State Tax Commission	State Payroll Taxes	5/1/2024	2,708.00
PERSI	Retirement Payment	5/13/2024	21,502.25
457(b)	Retirement Payment	5/15/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	5/15/2024	61,552.37
EFTPS - IRS	Federal Payroll Taxes	5/15/2024	34,523.60
Idaho State Tax Commission	State Payroll Taxes	5/15/2024	4,677.00
PERSI	Retirement Payment	5/27/2024	22,186.24
457(b)	Retirement Payment	5/29/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	5/29/2024	44,243.31
EFTPS - IRS	Federal Payroll Taxes	5/29/2024	18,258.28
Idaho State Tax Commission	State Payroll Taxes	5/29/2024	2,820.00
			Total Payroll Payments: 276,403.07
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	5/31/2024	3,712,495.80

**Total Cash Disbursements: \$ 3,988,898.87**

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

Joey Chen  
 \_\_\_\_\_  
 Finance Director  
 6/19/2024  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Executive Director  
 6-11-24  
 \_\_\_\_\_  
 Date

## Report Criteria:

Summary report type printed  
Check.Voided = no

Name	Check Amount	Check Issue Date
<b>Abbey Louie LLC</b>	3,000.00	05/31/2024
Total Abbey Louie LLC:	3,000.00	
<b>ABC Stamp Signs &amp; Awards</b>	36.80	05/30/2024
Total ABC Stamp Signs & Awards:	36.80	
<b>American Cleaning Service LLC</b>	440.00	05/31/2024
Total American Cleaning Service LLC:	440.00	
<b>American Fire Protection LLC</b>	200.00	05/31/2024
Total American Fire Protection LLC:	200.00	
<b>Atlas Technical Consultants LLC</b>	408.80	05/31/2024
	234.40	05/31/2024
	1,945.85	05/31/2024
Total Atlas Technical Consultants LLC:	2,589.05	
<b>AVI Systems</b>	745.00	05/31/2024
Total AVI Systems:	745.00	
<b>Barrier Building Inc.</b>	168,772.25	05/31/2024
Total Barrier Building Inc.:	168,772.25	
<b>Blue Cross of Idaho</b>	30,502.48	05/01/2024
Total Blue Cross of Idaho:	30,502.48	
<b>Boise City Utility Billing</b>	9.57	05/28/2024
Total Boise City Utility Billing:	9.57	
<b>Boise Metro Chamber of Com</b>	496.00	05/31/2024
Total Boise Metro Chamber of Com:	496.00	
<b>Boxcast Inc</b>	44.09	05/31/2024
Total Boxcast Inc:	44.09	
<b>Capital City Development Corp</b>	13,000.00	05/30/2024

Name	Check Amount	Check Issue Date
Total Capital City Development Corp:	13,000.00	
<b>Car Park</b>	168,837.90	05/31/2024
	165,136.95	05/31/2024
Total Car Park:	333,974.85	
<b>Caselle Inc.</b>	748.00	05/01/2024
Total Caselle Inc.:	748.00	
<b>City of Boise</b>	3,716.06	05/30/2024
	3,716.06	05/30/2024
	573.86	05/30/2024
Total City of Boise:	8,005.98	
<b>Civil Survey Consultants Inc</b>	2,740.00	05/31/2024
Total Civil Survey Consultants Inc:	2,740.00	
<b>CMT Technical Services</b>	753.00	05/31/2024
Total CMT Technical Services:	753.00	
<b>Consurco Inc.</b>	33,896.00	05/31/2024
Total Consurco Inc.:	33,896.00	
<b>Crane Alarm Service</b>	25.00	05/31/2024
Total Crane Alarm Service:	25.00	
<b>CSHQA</b>	55,170.00	05/31/2024
Total CSHQA:	55,170.00	
<b>Dean &amp; Associates Conservation Services</b>	2,338.66	05/30/2024
Total Dean & Associates Conservation Services:	2,338.66	
<b>Elam &amp; Burke P.A.</b>	185.50	05/31/2024
	14,113.35	05/31/2024
	901.00	05/31/2024
	2,332.00	05/31/2024
	397.50	05/31/2024
Total Elam & Burke P.A.:	17,929.35	
<b>GGLO LLC</b>	9,840.00	05/31/2024

Name	Check Amount	Check Issue Date
Total GGLO LLC:	9,840.00	
<b>Guho Corp.</b>	536,106.81	05/31/2024
	818,094.23	05/31/2024
Total Guho Corp.:	1,354,201.04	
<b>Hellmann Construction Co Inc</b>	5,901.20	05/31/2024
Total Hellmann Construction Co Inc:	5,901.20	
<b>HRA VEBA Plan</b>	7,321.32	05/31/2024
Total HRA VEBA Plan:	7,321.32	
<b>Hummel Architects PLLC</b>	9,000.00	05/31/2024
Total Hummel Architects PLLC:	9,000.00	
<b>Idaho Power</b>	6.11	05/22/2024
	5.80	05/20/2024
Total Idaho Power:	11.91	
<b>Idaho Records Management LLC</b>	62.28	05/31/2024
Total Idaho Records Management LLC:	62.28	
<b>Idaho Site Works LLC</b>	256,198.74	05/30/2024
Total Idaho Site Works LLC:	256,198.74	
<b>Involta LLC</b>	74,815.08	05/31/2024
Total Involta LLC:	74,815.08	
<b>Jensen Belts Associates</b>	9,916.70	05/31/2024
	19,782.50	05/31/2024
	4,400.00	05/31/2024
	4,252.00	05/31/2024
Total Jensen Belts Associates:	38,351.20	
<b>Kimley-Horn and Associates Inc</b>	19,722.00	05/31/2024
	3,640.00	05/31/2024
Total Kimley-Horn and Associates Inc:	23,362.00	
<b>Kittelson &amp; Associates Inc.</b>	470.00	05/31/2024
	12,551.84	05/31/2024
	26,168.75	05/31/2024

Name	Check Amount	Check Issue Date
Total Kittelson & Associates Inc.:	39,190.59	
<b>KPFF Consulting Engineers</b>	1,632.50	05/31/2024
	280.00	05/31/2024
	140.00	05/31/2024
Total KPFF Consulting Engineers:	2,052.50	
<b>Mary E. Watson</b>	40.23	05/06/2024
	20.12	05/14/2024
Total Mary E. Watson:	60.35	
<b>McAlvain Construction Inc.</b>	69,666.80	05/31/2024
	63,103.34	05/31/2024
	364,421.16	05/31/2024
	322,648.39	05/31/2024
	24,304.00	05/31/2024
	15,607.60	05/31/2024
Total McAlvain Construction Inc.:	859,751.29	
<b>McClatchy Company LLC</b>	34.88	05/31/2024
Total McClatchy Company LLC:	34.88	
<b>Oliver Russell and Associates</b>	225.00	05/31/2024
	300.00	05/31/2024
Total Oliver Russell and Associates:	525.00	
<b>Prentiss Properties 21 LLC</b>	200,000.00	05/30/2024
Total Prentiss Properties 21 LLC:	200,000.00	
<b>Pro Care Landscape Management</b>	534.22	05/31/2024
	622.45	05/31/2024
	120.36	05/31/2024
	292.69	05/31/2024
Total Pro Care Landscape Management:	1,569.72	
<b>QRS Consulting LLC</b>	517.50	05/30/2024
Total QRS Consulting LLC:	517.50	
<b>Rim View LLC</b>	16,664.09	05/01/2024
Total Rim View LLC:	16,664.09	
<b>Scheidt &amp; Bachmann USA Inc.</b>	961.78	05/31/2024

Name	Check Amount	Check Issue Date
Total Scheidt & Bachmann USA Inc.:	961.78	
<b>Security LLC - Plaza 121</b>	14,498.63	05/01/2024
	459.53	05/30/2024
Total Security LLC - Plaza 121:	14,958.16	
<b>SemaConnect</b>	240.00	05/30/2024
	240.00	05/30/2024
	240.00	05/30/2024
	240.00	05/30/2024
	720.00	05/30/2024
	720.00	05/30/2024
Total SemaConnect:	2,400.00	
<b>Stability Networks Inc.</b>	3,200.00	05/31/2024
	1,309.35	05/31/2024
	236.25	05/31/2024
	527.34	05/31/2024
Total Stability Networks Inc.:	5,272.94	
<b>Sunnyridge Construction LLC</b>	69,966.67	05/30/2024
Total Sunnyridge Construction LLC:	69,966.67	
<b>The Land Group Inc.</b>	1,717.50	05/31/2024
	14,755.00	05/31/2024
	1,121.25	05/31/2024
	11,864.50	05/31/2024
Total The Land Group Inc.:	29,458.25	
<b>The Potting Shed</b>	65.00	05/30/2024
Total The Potting Shed:	65.00	
<b>Treasure Valley Coffee Inc</b>	88.85	05/31/2024
	106.00	05/31/2024
	106.00	05/31/2024
Total Treasure Valley Coffee Inc:	300.85	
<b>United Heritage</b>	1,642.24	05/01/2024
Total United Heritage:	1,642.24	
<b>US Bank - Credit Cards</b>	7,780.88	05/13/2024
Total US Bank - Credit Cards:	7,780.88	



Name	Check Amount	Check Issue Date
<b>Veolia (Suez Water Idaho)</b>	36.39	05/28/2024
	75.76	05/28/2024
	49.11	05/30/2024
	86.64	05/28/2024
Total Veolia (Suez Water Idaho):	247.90	
<b>Visionkit Studio LLC</b>	400.00	05/31/2024
	800.00	05/31/2024
Total Visionkit Studio LLC:	1,200.00	
<b>Wash Worx</b>	350.00	05/31/2024
Total Wash Worx:	350.00	
<b>Westerberg &amp; Associates</b>	2,000.00	05/31/2024
Total Westerberg & Associates:	2,000.00	
<b>Western States Equipment</b>	764.02	05/30/2024
Total Western States Equipment:	764.02	
<b>Xerox Corporation</b>	280.34	05/31/2024
Total Xerox Corporation:	280.34	
Grand Totals:	<u>3,712,495.80</u> <b>A</b>	

## Report Criteria:

Summary report type printed  
Check.Voided = no



**Paid Invoice Report**


For the Period: 6/1/2024 through 6/30/2024

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
			Total Debt Payments: -
<b>Payroll:</b>			
457(b)	Retirement Payment	6/12/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	6/12/2024	44,393.30
EFTPS - IRS	Federal Payroll Taxes	6/12/2024	18,158.30
Idaho State Tax Commission	State Payroll Taxes	6/12/2024	2,770.00
PERSI	Retirement Payment	6/10/2024	22,186.26
457(b)	Retirement Payment	6/26/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	6/26/2024	44,381.90
EFTPS - IRS	Federal Payroll Taxes	6/26/2024	18,158.28
Idaho State Tax Commission	State Payroll Taxes	6/26/2024	2,681.00
PERSI	Retirement Payment	6/24/2024	22,286.65
			Total Payroll Payments: 177,877.11
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	6/30/2024	2,763,448.47

**Total Cash Disbursements: \$ 2,941,325.58**

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

Joey Chen  
 Finance Director  
 7.2.2024  
 Date

  
 Executive Director  
 7.2.24  
 Date

## Report Criteria:

Summary report type printed

Check.Voided = no

Name	Check Amount	Check Issue Date
<b>Abbey Louie LLC</b>	3,000.00	06/27/2024
Total Abbey Louie LLC:	3,000.00	
<b>Acme Fast Freight</b>	2,534.68	06/27/2024
Total Acme Fast Freight:	2,534.68	
<b>Advanced Sign LLC</b>	130.00	06/27/2024
Total Advanced Sign LLC:	130.00	
<b>American Fire Protection LLC</b>	2,001.25	06/27/2024
	200.00	06/27/2024
Total American Fire Protection LLC:	2,201.25	
<b>APA Idaho</b>	1,500.00	06/26/2024
Total APA Idaho:	1,500.00	
<b>Atlas Technical Consultants LLC</b>	2,305.75	06/27/2024
Total Atlas Technical Consultants LLC:	2,305.75	
<b>Blue Cross of Idaho</b>	28,808.05	06/01/2024
Total Blue Cross of Idaho:	28,808.05	
<b>Boise City Utility Billing</b>	9.57	06/26/2024
Total Boise City Utility Billing:	9.57	
<b>Boxcast Inc</b>	45.23	06/27/2024
Total Boxcast Inc:	45.23	
<b>Brandon James Photo LLC</b>	400.00	06/26/2024
Total Brandon James Photo LLC:	400.00	
<b>Caselle Inc.</b>	748.00	06/01/2024
Total Caselle Inc.:	748.00	
<b>Christian Winkle</b>	500.00	06/26/2024
Total Christian Winkle:	500.00	

Name	Check Amount	Check Issue Date
<b>City of Boise</b>	3,716.06	06/26/2024
	592.99	06/26/2024
Total City of Boise:	4,309.05	
<b>Civil Survey Consultants Inc</b>	6,820.00	06/28/2024
Total Civil Survey Consultants Inc:	6,820.00	
<b>CMT Technical Services</b>	3,728.00	06/27/2024
Total CMT Technical Services:	3,728.00	
<b>Crane Alarm Service</b>	145.00	06/27/2024
	25.00	06/27/2024
	145.00	06/27/2024
Total Crane Alarm Service:	315.00	
<b>CSHQA</b>	64,616.75	06/28/2024
	1,910.00	06/28/2024
Total CSHQA:	66,526.75	
<b>Elam &amp; Burke P.A.</b>	53.00	06/28/2024
	18,131.30	06/28/2024
	742.00	06/28/2024
	2,333.50	06/28/2024
Total Elam & Burke P.A.:	21,259.80	
<b>Elevator Consulting Services Inc.</b>	7,701.22	06/28/2024
Total Elevator Consulting Services Inc.:	7,701.22	
<b>GGLO LLC</b>	27,216.22	06/28/2024
Total GGLO LLC:	27,216.22	
<b>Guho Corp.</b>	1,058,713.76	06/28/2024
	572,335.51	06/28/2024
Total Guho Corp.:	1,631,049.27	
<b>HD Supply Facilities Maintenance LTD</b>	345.49	06/26/2024
Total HD Supply Facilities Maintenance LTD:	345.49	
<b>Hummel Architects PLLC</b>	9,000.00	06/28/2024
Total Hummel Architects PLLC:	9,000.00	
<b>Idaho Power</b>	3,999.00	06/26/2024

Name	Check Amount	Check Issue Date
	5.80	06/20/2024
Total Idaho Power:	4,004.80	
<b>Idaho Press</b>	73.72	06/26/2024
Total Idaho Press:	73.72	
<b>Idaho Records Management LLC</b>	71.26	06/27/2024
Total Idaho Records Management LLC:	71.26	
<b>Idaho Site Works LLC</b>	315,945.73	06/26/2024
Total Idaho Site Works LLC:	315,945.73	
<b>IEC Group</b>	2,350.00	06/27/2024
	500.00	06/27/2024
Total IEC Group:	2,850.00	
<b>Jensen Belts Associates</b>	31,687.00	06/28/2024
	20,682.50	06/28/2024
	17,824.87	06/28/2024
Total Jensen Belts Associates:	70,194.37	
<b>John Brunelle</b>	58.97	06/05/2024
	1,103.19	06/05/2024
Total John Brunelle:	1,162.16	
<b>Kittelson &amp; Associates Inc.</b>	4,061.25	06/28/2024
	6,671.25	06/28/2024
Total Kittelson & Associates Inc.:	10,732.50	
<b>LaRiviere Inc</b>	63,957.04	06/28/2024
Total LaRiviere Inc:	63,957.04	
<b>McAlvain Construction Inc.</b>	29,860.31	06/28/2024
	15,607.60	06/03/2024
	8,358.40	06/28/2024
Total McAlvain Construction Inc.:	53,826.31	
<b>McClatchy Company LLC</b>	53.60	06/27/2024
Total McClatchy Company LLC:	53.60	
<b>Nations Roof LLC</b>	317.36	06/27/2024

Name	Check Amount	Check Issue Date
Total Nations Roof LLC:	317.36	
<b>Pro Care Landscape Management</b>	865.10	06/27/2024
	130.00	06/27/2024
	651.51	06/27/2024
	150.80	06/27/2024
Total Pro Care Landscape Management:	1,797.41	
<b>Rehn &amp; Associates COBRA</b>	28.00	06/26/2024
Total Rehn & Associates COBRA:	28.00	
<b>Rim View LLC</b>	16,664.09	06/01/2024
Total Rim View LLC:	16,664.09	
<b>SB Friedman Development Advisors</b>	926.25	06/27/2024
Total SB Friedman Development Advisors:	926.25	
<b>Scheidt &amp; Bachmann USA Inc.</b>	931.48	06/27/2024
Total Scheidt & Bachmann USA Inc.:	931.48	
<b>Security LLC - Plaza 121</b>	14,498.63	06/01/2024
	459.53	06/26/2024
Total Security LLC - Plaza 121:	14,958.16	
<b>Stability Networks Inc.</b>	3,200.00	06/27/2024
	527.34	06/27/2024
Total Stability Networks Inc.:	3,727.34	
<b>State Insurance Fund</b>	847.00	06/26/2024
Total State Insurance Fund:	847.00	
<b>Sunnyridge Construction LLC</b>	193,148.31	06/26/2024
Total Sunnyridge Construction LLC:	193,148.31	
<b>Syringa Networks LLC</b>	218.10	06/27/2024
Total Syringa Networks LLC:	218.10	
<b>Terracon Consultants Inc</b>	31,500.00	06/28/2024
Total Terracon Consultants Inc:	31,500.00	
<b>The Land Group Inc.</b>	3,178.75	06/28/2024

Name	Check Amount	Check Issue Date
	8,599.25	06/28/2024
	682.50	06/28/2024
	28,236.75	06/28/2024
Total The Land Group Inc.:	40,697.25	
<b>The Potting Shed</b>	65.00	06/26/2024
Total The Potting Shed:	65.00	
<b>Treasure Valley Coffee Inc</b>	106.00	06/27/2024
Total Treasure Valley Coffee Inc:	106.00	
<b>United Heritage</b>	1,642.24	06/01/2024
Total United Heritage:	1,642.24	
<b>US Bank - Credit Cards</b>	10,223.89	06/13/2024
Total US Bank - Credit Cards:	10,223.89	
<b>Western Records Destruction</b>	48.00	06/27/2024
Total Western Records Destruction:	48.00	
<b>Western States Equipment</b>	1,291.92	06/26/2024
	310.65	06/26/2024
Total Western States Equipment:	1,602.57	
<b>Xerox Corporation</b>	306.22	06/27/2024
Total Xerox Corporation:	306.22	
<b>Zachary Piepmeyer</b>	369.48	06/26/2024
Total Zachary Piepmeyer:	369.48	
<b>Zayo Group LLC</b>	99,999.50	06/28/2024
Total Zayo Group LLC:	99,999.50	
Grand Totals:	2,763,448.47	

## Report Criteria:

Summary report type printed  
Check.Voided = no

MINUTES OF MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
Board Room, Fifth Floor, 121 N. 9th Street  
Boise, ID 83702  
June 10, 2024

**I. CALL TO ORDER:**

Chair Haney Keith convened the meeting with a quorum at 12:00 p.m. The Chair advised that Commissioners are attending the meeting virtually, that CCDC Executive Director, John Brunelle, is present at the meeting location, and that the meeting room is open for the public to attend the meeting.

Roll Call attendance taken, by Sandy Lawrence, Executive Assistant confirming quorum.

Commissioners attended the meeting via Zoom.

Present: Commissioner Drew Alexander, Commissioner Todd Cooper, Commissioner Ryan Erstad, Commissioner Danielle Hurd, Commissioner Latonia Haney Keith, Commissioner Lauren McLean, Commissioner Rob Perez, Commissioner John Stevens, and Commissioner Alexis Townsend.

John Brunelle, Executive Director; Doug Woodruff, Development Director; Mary Watson, General Counsel; Kathy Wanner, Contracts Manager; Joey Chen, Finance & Administration Director; Doug Woodruff, Development Director; Sandy Lawrence, Executive Assistant; Lana Graybeal, Senior Communications Advisor; and Agency legal counsel, Meghan Sullivan Conrad attended the meeting in person.

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

There were no changes or additions made to the agenda.

**III. ACTION ITEM: CONSENT AGENDA**

**A. Minutes and Reports**

1. Approve Meeting Minutes for May 13, 2024

**B. Other**

1. Approve Resolution 1877: 1011 W. Grove St., Marriott AC/Element Hotel. Amendment 1 to the Type 4 Capital Improvement Reimbursement Agreement with Pennbridge Lodging.
2. Approve Resolution 1878: Records Destruction

Commissioner Hurd made a motion to approve the Consent Agenda.

Commissioner Cooper seconded the motion.

Roll Call:

Commissioner Alexander - Aye

Commissioner Cooper - Aye



Commissioner Erstad - Aye (excepting Consent Agenda Item B.1. Commissioner Erstad abstained from voting on Consent Agenda Item B.1. due to being on the architectural project team.)

Commissioner Hurd - Aye

Commissioner Haney Keith - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

Commissioner Townsend - Aye

The motion carried 9 - 0, for Consent Agenda Items A and B.2.

The motion carried 8 - 0 - 1 for Consent Agenda Item B.1, with Commissioner Erstad abstaining from voting on Consent Agenda Item B.1 due to being on the architectural project team.

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

##### **A. CONSIDER Resolution 1876: Selection of On-Call Design Professionals**

Kathy Wanner, Contracts Manager, gave a report.

Commissioner Perez moved to adopt Resolution 1876 creating a roster of selected and pre-approved design professionals as shown in the resolution and to authorize the Executive Director to negotiate and execute five year on-call professional services agreements with these firms.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Alexander - Aye

Commissioner Cooper - Aye

Commissioner Erstad - Aye

Commissioner Hurd - Aye

Commissioner Haney Keith - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

Commissioner Townsend - Aye

The motion carried 9 - 0.

**V. MEETING ADJOURNMENT**

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

The meeting adjourned at 12:16 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 16th DAY OF JULY 2024.

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Latonia Haney Keith, Chair

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Lauren McLean, Secretary



**AGENDA BILL**

<b>Agenda Subject:</b> 705 S. 8th St., South 8th Street and Greenbelt Site Improvements. Type 4 Participation Agreement with City of Boise Public Works		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Amy Fimbel Senior Project Manager	<b>Attachments:</b> 1. Resolution 1882 which includes the Type 4 Agreement	
<b>Action Requested:</b> Adopt Resolution 1882 approving the 705 S. 8th St., South 8th Street and Greenbelt Site Improvements Type 4 Participation Agreement with City of Boise Public Works.		

**Background:**

South 8th Street is the primary north/south corridor for pedestrians and bicyclists traveling between Downtown and the Boise River Greenbelt. Increasing volumes of cyclist and pedestrian traffic are causing a need for mobility, safety, and security enhancements. The existing 8th Street pathway connections to the 9th Street Pedestrian Bridge and Greenbelt bisect the Anne Frank Memorial in a way that diminishes the experience for both pathway users and memorial visitors. Potentially unsafe conflicts exist between cyclists and memorial visitors as depicted in Exhibit A of the Agreement. To address these circumstances, the City of Boise Public Works is leading a capital improvement project to create a safer campus environment with more distinct circulation routes amongst the Library!, the Greenbelt, 8th Street, the Wassmuth Center, Anne Frank Memorial, and the Cabin.

The improvements as shown in Exhibit B of the Agreement include a Greenbelt pathway realignment, streetscape improvements on 8th and 9th streets, as well as fiber optic, underground utility, site lighting, security, and wayfinding improvements.

On August 14, 2023, the Agency’s Board designated the project as eligible for Type 4 Capital Improvement Project Coordination assistance and directed the Agency to negotiate a final Type 4 Capital Improvement Reimbursement Agreement (“Agreement”). The negotiated final Agreement sets forth the Agency’s commitment to reimburse City of Boise Public Works up to \$2.5 million dollars for public improvements as described in Exhibit C of the Agreement .

The final Agreement was approved by Boise City Council on June 25, 2024. Improvements will be installed in phases, with construction of the final phase scheduled to be completed by May 31, 2025.

**Fiscal Notes:**

The Agreement's not-to-exceed reimbursement amount of \$2.5 million dollars is programmed in the Agency's Five-Year Capital Improvement Plan for the River-Myrtle Old Boise District.

**Staff Recommendation:**

Staff recommends approval of Resolution 1882.

**Suggested Motion:**

I move to adopt Resolution 1882 approving the 705 S. 8th St., South 8th Street and Greenbelt Site Improvements Type 4 Participation Agreement with City of Boise Public Works.

**RESOLUTION NO. 1882**

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 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY, IDAHO, FOR PUBLIC UTILITY AND STREETScape IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF GREENBELT SITE IMPROVEMENTS LOCATED AT 705 SOUTH 8TH STREET, BOISE, IDAHO; 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 AGREEMENT; 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 Agency Board has adopted the Participation Program Policy wherein the Agency 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; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency uses funds for capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, the City is realigning the existing Boise Greenbelt pathway connection to 8th Street (the "Project") and, as a part of the Project, the City, through its Public Works Department, will design the Greenbelt realignment, right-of-way improvements on 8th and 9th Streets, fiber optic and utility upgrades, as well as lighting, security, and wayfinding improvements (collectively, the "Public Improvements") to optimize the overall connectivity, circulation, and safety adjacent the Greenbelt, all of which are located in the River Myrtle-Old Boise District as defined by the River Myrtle-Old Boise Plan and will contribute to enhancing and revitalizing the River Myrtle-Old Boise District; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City whereby the City will construct the Public Improvements and the Agency will reimburse the City for constructing the 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 4 Capital Improvement Reimbursement Agreement with the City; 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 4 Capital Improvement Reimbursement Agreement with the City, 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 Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with the City, 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 July 16, 2024, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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



**TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**  
**SOUTH 8TH STREET AND GREENBELT SITE IMPROVEMENTS**

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT 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, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation (the “City”). CCDC and City may be collectively referred to as the “Parties” and individually referred to as a “Party.”

**RECITALS**

A. 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.

B. The City is making certain security and utility improvements and infrastructure upgrades including realigning the existing 8th Street pathway connection to the Boise Greenbelt (the “Project”). The City will design the Greenbelt realignment, right-of-way improvements on 8th and 9th Streets, fiber optic and utility upgrades, as well as lighting, security, and wayfinding improvements in order to optimize the overall safety, connectivity, and circulation adjacent the Greenbelt (collectively the “Public Improvements”).

C. The Project is located in the River Myrtle-Old Boise Urban Renewal District (the “District”), as defined by the River Myrtle-Old Boise Urban Renewal District Plan (the “Plan”). The Project will contribute to enhancing and revitalizing the District.

D. The City, through its Public Works Department, is requesting reimbursement for certain Public Improvements associated with the Project and as more specifically set forth by Exhibit C.

E. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Project Coordination under which CCDC initiates capital improvement projects using CCDC funds which may be coordinated through a joint effort with private entities or other public agencies.



F. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the City will construct the Public Improvements and CCDC will reimburse the City for the cost of the work performed, as detailed in this Agreement, to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

## **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 is hereby acknowledged, the Parties agree as follows:

**1. Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning reimbursement for specific utility upgrades for enhanced security purposes, including the installation of lighting and security cameras, and for infrastructure improvements designed to integrate City-owned property with the realigned 8th Street pathway connection to the Boise Greenbelt, all heretofore defined as the Public Improvements. The City's description of the complete project and its request for reimbursement is attached as Exhibit A. This Agreement contemplates that the City will manage the process to acquire and install the Public Improvements and that CCDC will reimburse the City for the Public Improvements upon completion.

**2. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

**3. Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) May 31, 2025, whichever comes first. The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date. Due to these constraints, the Parties understand that the schedule milestones listed below in Section 7 of this Agreement, must be met in order for reimbursement to occur. Failure to meet the scheduled milestones will necessitate reprogramming of the funding allocated under this Agreement to other CCDC projects within the District prior to the termination of the District.

**4. Project Scope.** The Parties agree that the following Scope of Work for the Project is as follows: construction of public right-of-way improvements associated with Greenbelt realignment, right-of-way improvements on 8th and 9th Streets, fiber optic and utility upgrades, as well as lighting, security, and wayfinding improvements to optimize the overall connectivity, circulation, and safety adjacent to the Greenbelt. The Parties agree that the Project is described and depicted on Exhibits A and B.

**5. Construction; Construction Responsibility.** The City agrees to construct the Project in accordance with City-designed plans and specifications. All survey work, easements, inspections, permits, payment of permit fees, design and engineering services, and construction materials shall be the City's responsibility and obligation under this Agreement.

**6. Reimbursement Obligation, Estimate of Probable Costs.** In accordance with the Participation Program, CCDC agrees to reimburse the City for the Public Improvements installed under this Agreement (the "Reimbursement Obligation") in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000). In the event that the total

cost for the Public Improvements exceeds \$2,500,000, the City agrees to be solely responsible for the excess amount. The City's Schedule of Eligible Expenses dated May 2, 2024, is attached as Exhibit C.

By execution of this Agreement, the Parties expressly acknowledge, in accordance with Idaho Code § 50-2905A, that the Reimbursement Obligation does not contribute fifty-one percent (51%) or more of the total project cost as it is defined in Idaho Code § 50-2903(14).

**7. Determining Actual Costs; Reimbursement.** The City shall pay for all costs associated with the Public Improvements prior to any reimbursement by CCDC, and the City shall make its request to CCDC for reimbursement for the Public Improvements only once and not upon completion of each individual Public Improvement.

Due to termination of the District on September 30, 2025 and notwithstanding anything to the contrary in this Agreement, the schedule milestones listed below must be met by the City in order for reimbursement to occur. CCDC has the express sole authority to cancel this Agreement and reprogram funding for other purposes when or if any of the following milestones are not met:

**Milestones:**

- a.) Greenbelt Realignment:
  - Permit approval by October 15, 2024
  - Construction start by December 15, 2024
  - Construction completion by May 31, 2025
- b.) Right of Way Improvements 9<sup>th</sup> Street Streetscapes:
  - Construction start by August 31, 2024
  - Construction completion by October 31, 2024
- d.) Greenbelt Infrastructure, lighting, fiber, security and wayfinding:
  - Construction start by September 30, 2024
  - Construction completion by January 31, 2025

**Cost Documentation for Reimbursement:**

The City shall provide appropriate cost documentation (the "Cost Documentation") to CCDC that the City has expended funds for the Public Improvements in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of the Project reaching Final Completion and shall include:

- a. Evidence of Completion such as a certificate of occupancy for the Project or other notice from the City acknowledging the construction of the Project and Public Improvements are complete.
- b. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
- c. 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").

- d. Invoices from the City'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.
- e. 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.
- f. A signed and notarized letter from the City 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.
- g. The City 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.
- h. Additional documentation or clarifications may be required and requested by CCDC.
- i. The City 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 the City and confirm performance of all 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 the City has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements. CCDC shall make payment within 60 days of receipt of the Cost Documentation.

If CCDC disputes any portion of the Cost Documentation, CCDC shall reimburse the City 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.

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 the City of the amount CCDC will reimburse for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Reimbursement Obligation.**

After installation, billing, and reimbursement for the Public Improvements, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all project-related costs in any particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement's outstanding balance at any time.

**8. Project Management; Project Updates.** The City shall be responsible for managing all aspects of the construction of the Public Improvements under this Agreement. The City shall be responsible for receipt and review of invoices from, as well as disbursement of

payments to, contractors and all tiers of subcontractors and suppliers. The City will provide periodic reports such as email updates to CCDC on the progress of the Project.

**9. Subordination of Reimbursement Obligations.** 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 previously entered into which have committed available CCDC funds.

**10. Maintenance After Construction.** The City shall maintain or arrange to maintain the Public Improvements funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Public Improvements installed as part of this Agreement or any other maintenance obligations under this Agreement.

**11. Promotion of Project.** The City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Public Improvements. The City will coordinate with CCDC in advance of such publicity and promotion in order to ensure CCDC brand image standards are satisfied. Both Parties may promote their involvement in this Agreement including information posted on websites and social media.

**12. Warranty.** The City warrants that the materials and workmanship employed in the construction of the Public Improvements are of a high-quality standard and of superior workmanship, and free from defects in materials and workmanship. Such warranty shall extend for a period of two (2) years after substantial completion.

**13. Ownership.** CCDC makes no claim now or in the future to any ownership of the Public Improvements constructed and installed under this Agreement.

**14. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or 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. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting Party.

**15. No Joint Venture or Partnership.** CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.

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

**17. 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.

**18. 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), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

**If to CCDC:** Amy Fimbel, Senior Project Manager  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[afimbel@ccdchoise.com](mailto:afimbel@ccdchoise.com)

*With a copy to:* John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[jbrunelle@ccdchoise.com](mailto:jbrunelle@ccdchoise.com)

**If to Boise City:** Shawn Wilson, Public Works Deputy Director  
Boise City Department of Public Works  
150 N. Capitol Boulevard  
Boise, Idaho 83701  
[spwilson@cityofboise.org](mailto:spwilson@cityofboise.org)

*With a copy to:* Boise City Attorney's Office  
Attn: Rob Lockward, Deputy City Attorney  
P.O. Box 500  
Boise, Idaho 83701-0500  
[rlockward@cityofboise.org](mailto:rlockward@cityofboise.org)

**19. Indemnification.** To the extent allowed by the Idaho Constitution and Idaho Code, and without waiving any immunity or defense, the following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default,

termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. The City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

**20. Insurance Requirements.** Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

**21. Antidiscrimination.** The City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

**22. Entire Agreement; Waivers.** This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

**23. 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.

**24. Amendments to this Agreement.** CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

25. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of this Agreement and that timely completion is vital to the Project. The Parties agree to use their best efforts to expedite performance of all applicable services and obligations under this Agreement.

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

**IN WITNESS WHEREOF**, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

**FOR CCDC:**

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

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

Approved as to form:

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

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

CCDC Budget Info / For Office Use	
Fund	302
Account	6250
Activity Code	18034
Contract Term	July 31, 2025

**FOR BOISE CITY:**

By: Lauren McLean  
Lauren McLean, Mayor

Date: 6/25/2024

Approved as to form:

Rob Lockward  
Rob Lockward, Deputy City Attorney

Date: June 18, 2024

**ATTEST:**

Lynda Lowry  
Lynda Lowry, Ex-Officio City Clerk

Date: 6/25/2024



**EXHIBITS**

- A: Request for Reimbursement and Site Plan
- B: Public Improvements
- C: Schedule of Eligible Expenses



**Exhibit A - Request for Reimbursement and Site Plan**



## PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

# MEMO

**TO:** Capital City Development Corporation  
**FROM:** Shawn Wilson, Public Works  
**CC:** Sean Keithly, Mayor's Office  
**DATE:** 7/28/2023  
**RE:** South 8<sup>th</sup> Street Area Mobility Improvements

### PROJECT BACKGROUND

The primary objective of this project is to establish a stronger, more distinctive relationship between the public realm of the Greenbelt and 8<sup>th</sup> Street, and adjoining uses – particularly the Wassmuth Center and Anne Frank Memorial. As presently configured, the 8<sup>th</sup> Street pathway connection to the Boise River bridge and Greenbelt traverses the memorial in a way that diminishes the experience of both the pathway and memorial. It also creates unsafe conflicts between cyclists passing through and visitors to the memorial as shown in Exhibit A. To a somewhat lesser - but nonetheless important degree - this same set of circumstances apply to the relationship between the pathway, main library, and the Cabin.

To establish a higher quality, safer condition this project will: 1) appropriately adjust the route of the Greenbelt and 8<sup>th</sup> Street connections to create a stronger urban sense of place, and 2) reduce to the maximum extent possible conflicts between those passing through the location and those visiting the center, memorial, and other adjacent buildings, and 3) install fiber and improve lighting, signage, and camera coverage to reinforce the more distinctive and safe space. Exhibit B shows the general nature of the proposed improvements.

The pathway connecting 8<sup>th</sup> Street to the Boise River bridge and Greenbelt should be a highly distinctive place in the city. We believe there is a way to create a unique public space at the southern terminus of 8<sup>th</sup> Street which will enhance the public realm and adjoining buildings and spaces. Our proposal will establish a longer-term design for the public spaces in the block bounded by Capitol Boulevard, the Boise River, 9<sup>th</sup> Street and River Street. This project will implement first phase improvements to the critical center of those blocks where the conflict between pathway and memorial is most acute.

### PROJECT SCHEDULE

Working closely with the Wassmuth Center, Library and Cabin we will design the ideal condition at this important juncture in our city and pursue a phased implementation of those improvements.

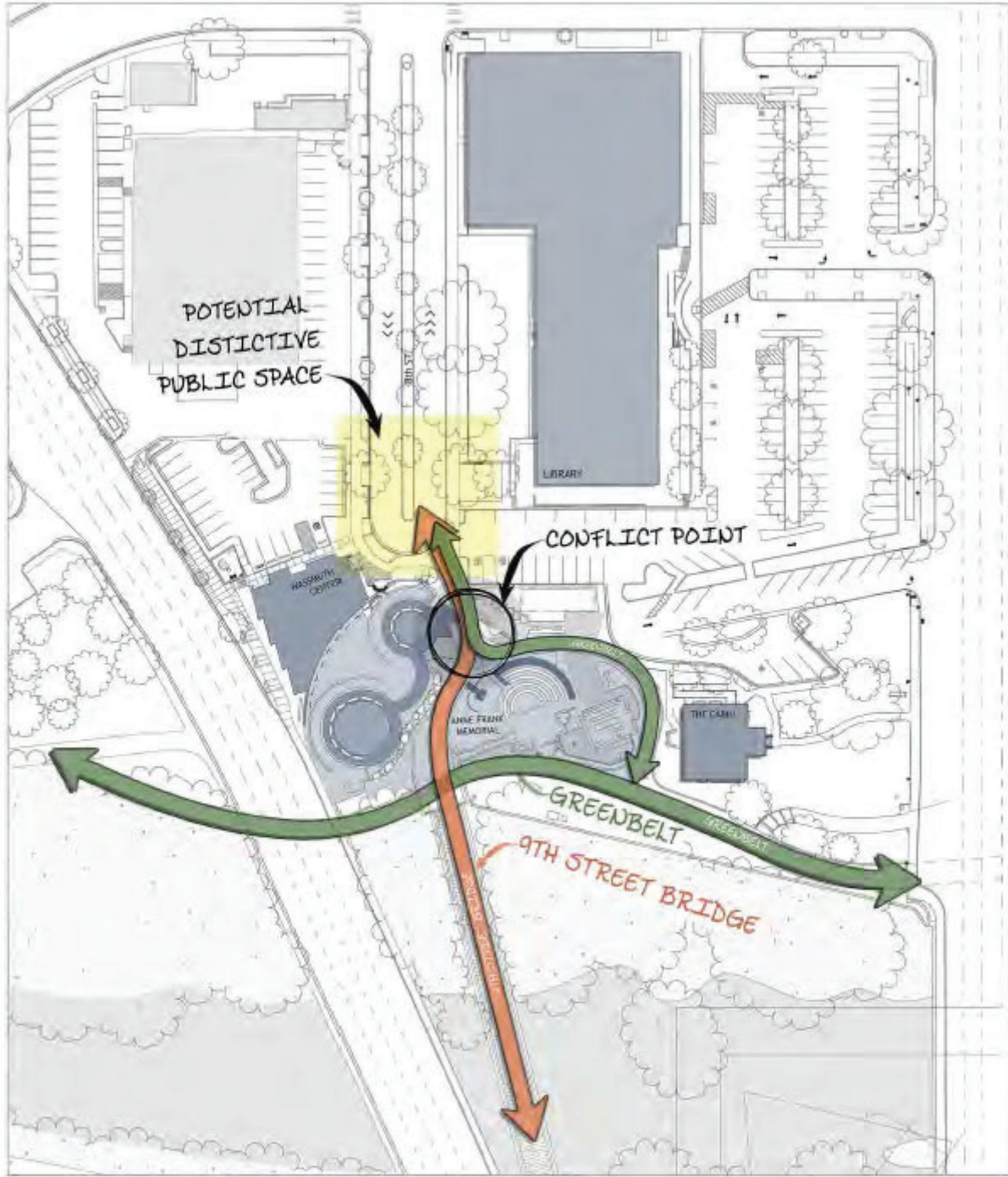
This project will utilize the City's on-call services roster for design professionals so design work can proceed immediately. We will have a conceptual design complete by the end of 2023 so we can develop that design and prepare construction drawings. Construction will be completed using the City's on-call construction manager general contractor (CMGC) to provide estimating and constructability review throughout the design and provide an expedited construction start such that work can begin by August 1, 2024. The project construction schedule aligns well to minimize conflicts with other on-going construction in the area. The adjacent Wassmuth Center new Offices construction is scheduled to be completed early summer of 2024.

**REQUEST**

The City of Boise requests \$2.5 million to fund the improvements for this project. A detailed cost estimate is attached as Exhibit C.



# Site Plan / Design Constraints



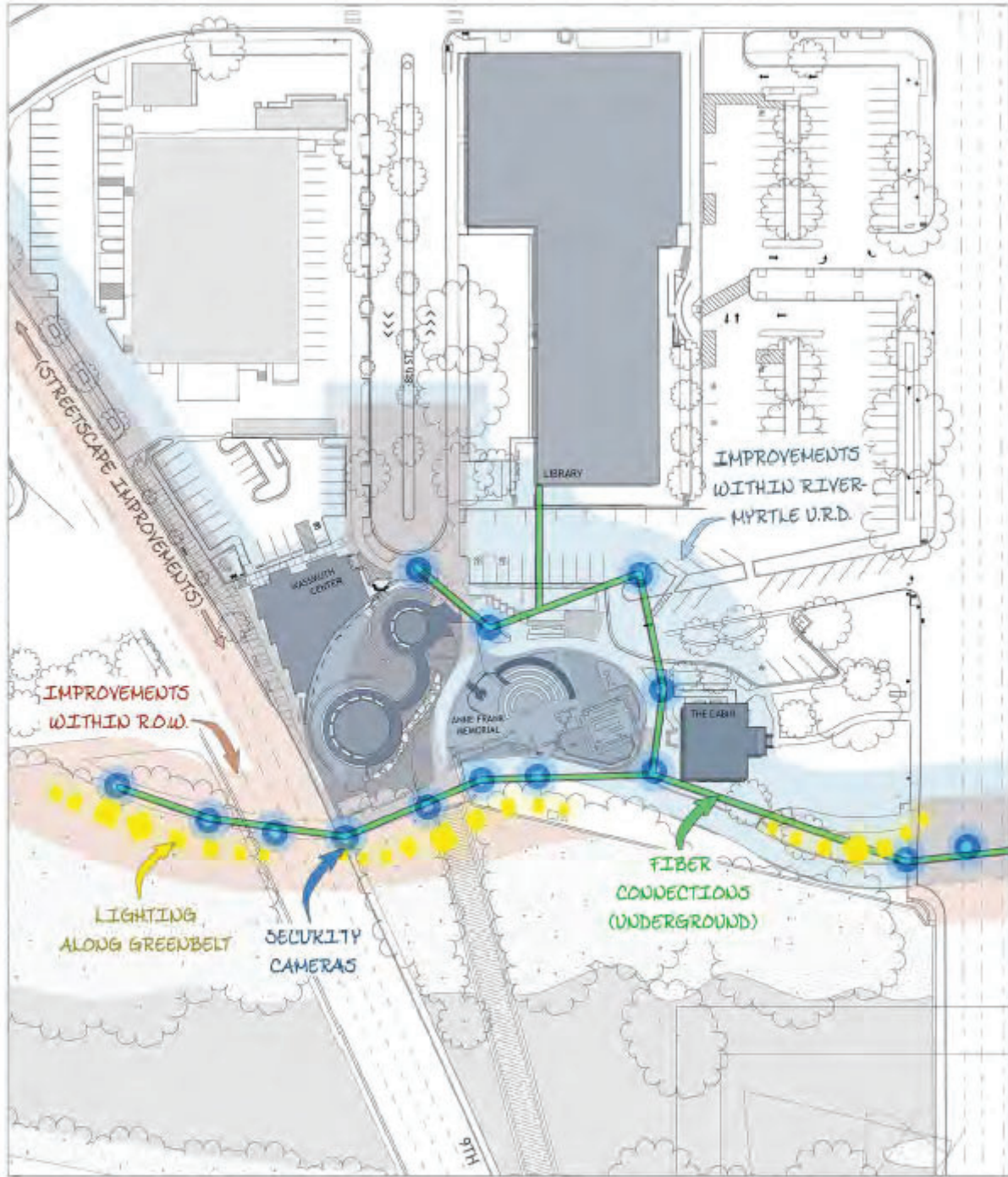
CITY OF BOISE  
PLANNING & DEVELOPMENT SERVICES

8TH STREET & GREENBELT CONNECTION  
Exhibit A

DESIGN CONSTRAINTS  
JULY 2023



# Site Utilities Concept



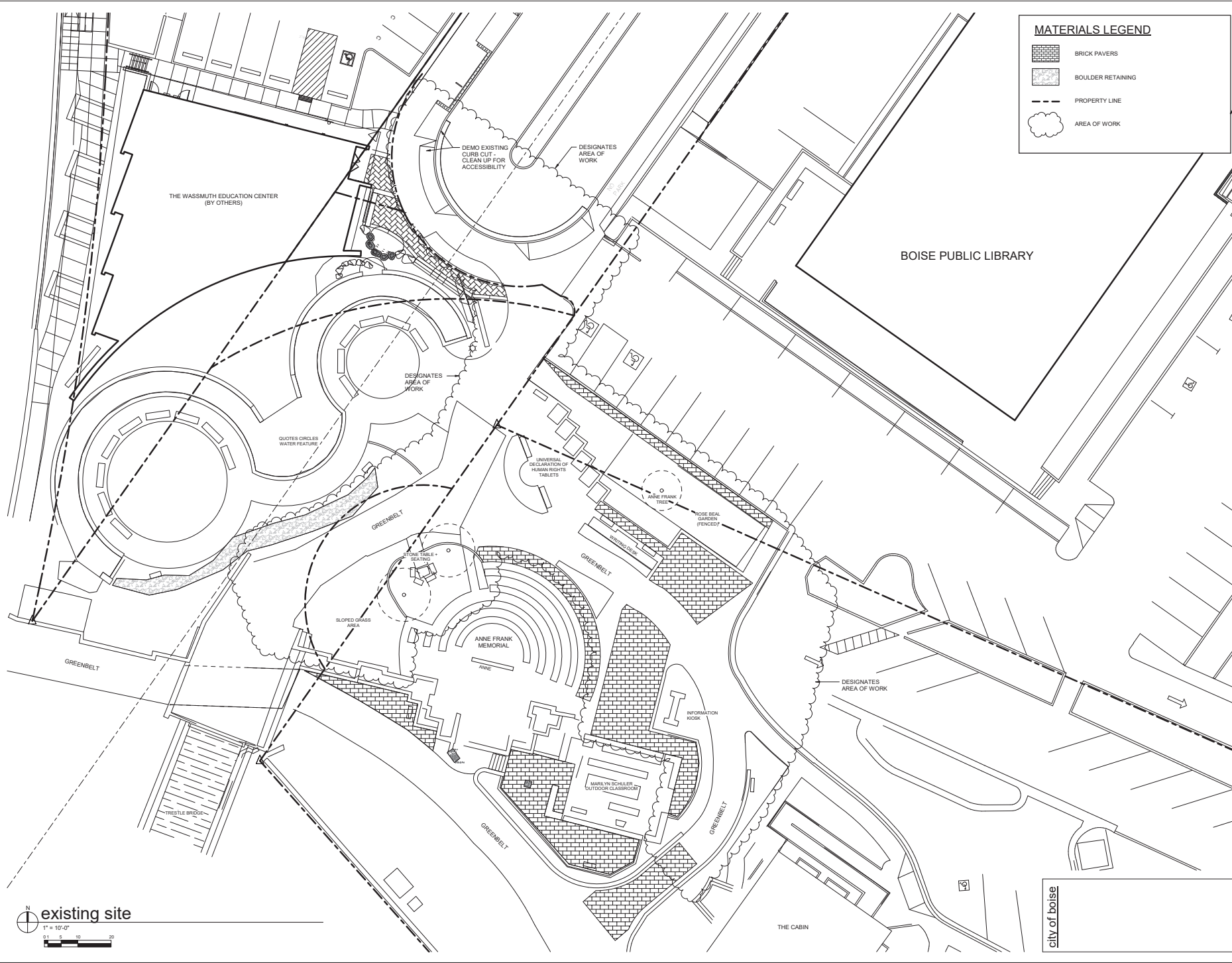
CITY OF BOISE  
PLANNING & DEVELOPMENT SERVICES

8TH STREET & GREENBELT CONNECTION  
Exhibit B





SITE UTILITIES CONCEPT  
JULY 2023



**Exhibit B – Public Improvements**



**MATERIALS LEGEND**

-  BRICK PAVERS
-  BOULDER RETAINING
-  PROPERTY LINE
-  AREA OF WORK



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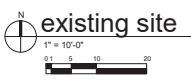
**greenbelt reroute**  
Anne Frank Memorial

revision:	no.	desc.	date
	1	Revision 1	Date 1

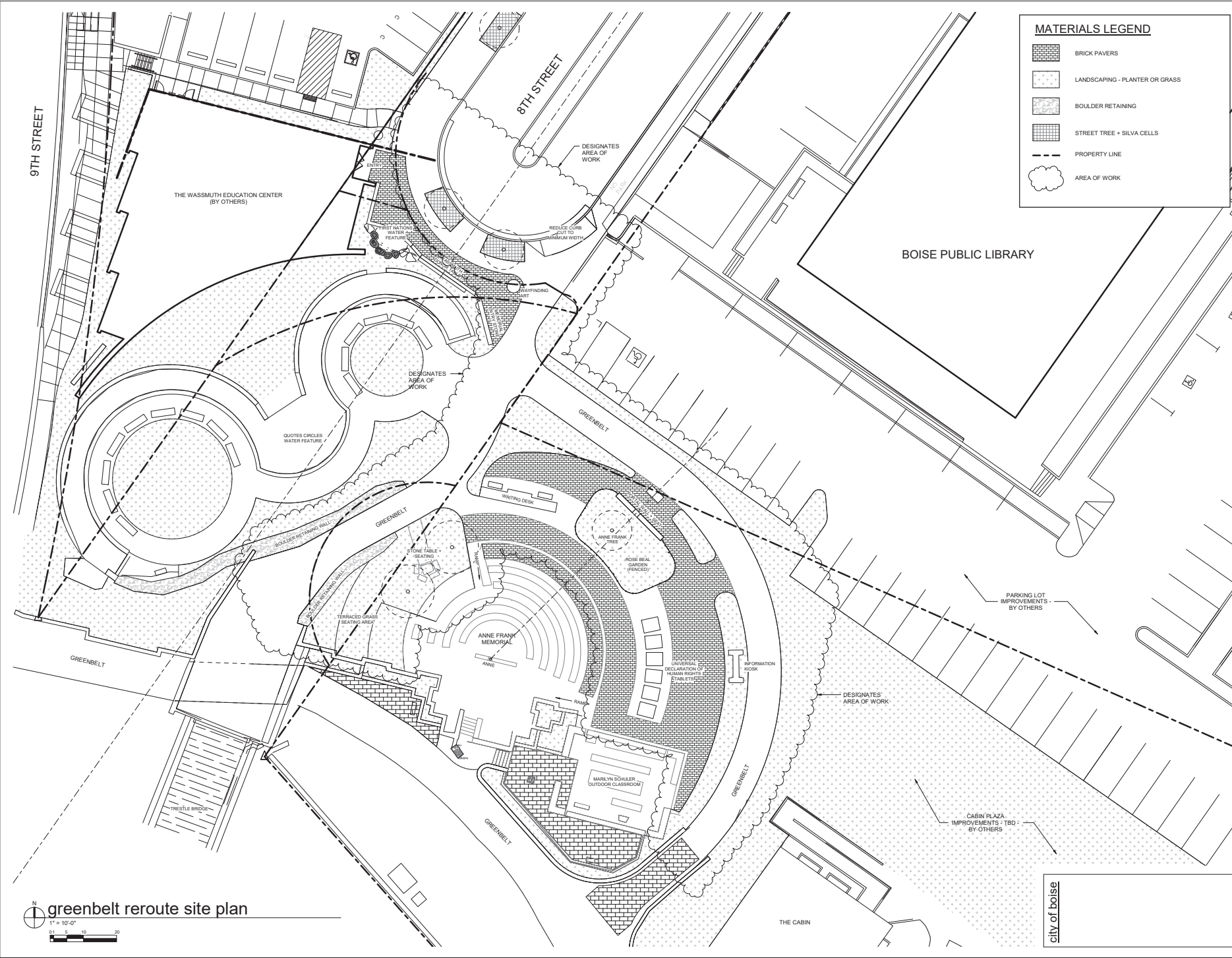
project: **greenbelt reroute**  
date: 03.06.2024  
drawn: Author  
checked: Checker

**concept drawings**







existing site plan  
**A1.0**



city of boise



**MATERIALS LEGEND**

-  BRICK PAVERS
-  LANDSCAPING - PLANTER OR GRASS
-  BOULDER RETAINING
-  STREET TREE + SILVA CELLS
-  PROPERTY LINE
-  AREA OF WORK



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**greenbelt reroute**  
Anne Frank Memorial

revision:	no.	desc.	date
1	Revision 1		1 Date 1

project: 03.06.2024  
drawn:  
checked:  
**concept drawings**

site plan  
**A1.1**

greenbelt reroute site plan  
1" = 10'-0"  
0 5 10 20

city of boise



# 9th Street Improvements Set 2

9th Street, south of River Street  
north half of block

## project narrative

IMPROVEMENTS TO THE SECTION OF STREETScape SOUTH OF RIVER STREET UNTIL THE ALLEYWAY BETWEEN BIOMARK AND THE WASSMUTH EDUCATION CENTER.

## zoning data

LEGAL DESCRIPTION: PAR #4300 BLKS 5-6  
DAVIS ADD  
2N2E10

PROJECT ADDRESS: STREETScape ADJACENT TO:  
705, 707, & 777 S 8TH ST  
BOISE, ID 83702

OWNER: CITY OF BOISE

PROPERTY AREA: 1.32 ACRES

PARCEL: R1749100426

ZONING: MX-5



vicinity map  
not to scale

## drawing schedule

a0.01 cover sheet  
d1.0 demo plan  
d1.1 site plan  
d2.1 landscape plan  
e0.00 electrical cover  
e1.00 electrical site plan  
e1.01 boise historical lighting details  
e1.02 boise historical lighting details

## general notes

1. GENERAL CONTRACTOR SHALL CONSULT WITH ARCHITECT TO RESOLVE ANY CHANGES, OMISSIONS, OR PLAN DISCREPANCIES PRIOR TO BIDDING OR CONSTRUCTION.
2. GENERAL CONTRACTOR SHALL COORDINATE AND MANAGE ALL PORTIONS OF THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ARCHITECTURAL DRAWINGS AND CONSTRUCTION AGREEMENT CONTRACT.
3. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL, COUNTY, STATE, AND FEDERAL CODES AND ORDINANCES.
4. GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES.
5. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
6. GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL EXISTING WALLS, FLOORS, CEILINGS, OR OTHER SURFACES IDENTIFIED TO REMAIN THAT MAY BE DAMAGED DURING THE COURSE OF THE WORK.
7. GENERAL CONTRACTOR SHALL RETAIN ONE SET OF THE PLANS TO NOTE AND DOCUMENT ALL CHANGES DURING CONSTRUCTION. THIS SET SHALL BE A PART OF THE GENERAL CONTRACTORS CLOSE-OUT PACKAGE.
8. PREMISES TO BE 'BROOM CLEAN' AND EMPTY OF ALL LOOSE ITEMS AND DEBRIS AT ALL TIMES.
9. DO NOT SCALE DRAWINGS.

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gregb@musgrovepa.com

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public works department  
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**9th Street Improvements Set 2**  
9th Street, south of River Street  
north half of block

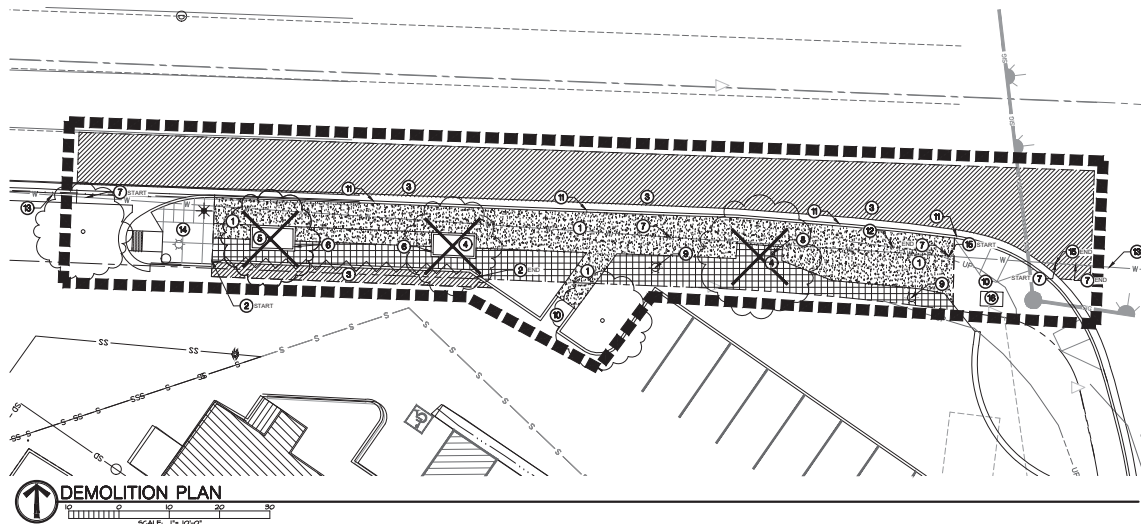
revision:		
no.	desc.	date

project: 231104  
date: 02.02.24  
drawn:  
checked:

design review

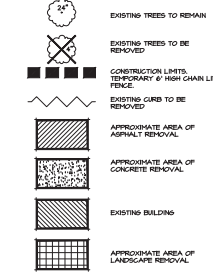
city of boise

cover sheet  
**a0.01**



**DEMOLITION PLAN**  
SCALE: 1" = 10'-0"

**DEMOLITION LEGEND**



**DEMOLITION NOTES**

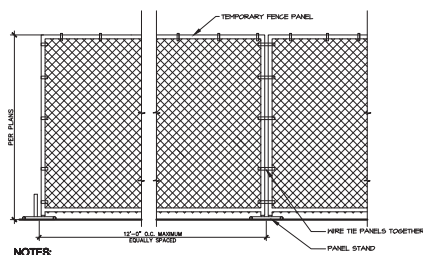
- COORDINATE ALL DEMOLITION, GRADING, AND EARTHWORK OPERATIONS WITH ELECTRICAL ENGINEERING SHEETS.
- CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS. LIMITS OF WORK ARE IDENTIFIED ON PLANS.
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY.

**DEMOLITION CALLOUT LEGEND**

- SAW CUT AND REMOVE CONCRETE FLAT FLOOR AS INDICATED. COORDINATE WITH LAYOUT PLAN.
- SAW CUT AND REMOVE EXISTING CONCRETE CURB AS DELINEATED.
- SAW CUT AND REMOVE EXISTING ASPHALT AS DELINEATED.
- REMOVE EXISTING TREES AND VEGETATION. REMOVE ENTIRE ROOT BALL OF TREE.
- INDIVIDUALLY REMOVED TREES, ORDER OR REMOVE STUMP AS SPECIFIED.
- REMOVE EXISTING LANDSCAPE CURBING.
- REMOVE EXISTING 12" AC WATER LINE. RELOCATE EXISTING WPIED LINT BURN SEE LAYOUT PLAN FOR NEW LOCATION.
- REMOVE EXISTING LIGHT POLE.
- SAVE AND PROTECT EXISTING CONCRETE CURB AND GUTTER.
- SAVE AND PROTECT UNDERGROUND POWER.
- SAVE AND PROTECT EXISTING 12" AC WATER LINE.
- ASPHALT IMPROVEMENTS IN THIS AREA ARE A PART OF THE APPROVED 4TH STREET IMPROVEMENTS SET CONSTRUCTION DOCUMENTS. COORDINATE WATER MAIN RELOCATION WITH SET 1 4TH STREET IMPROVEMENTS.
- REMOVE EXISTING 12" AC WATER MAIN IN THIS LOCATION AS DELINEATED ON PLANS.
- SAVE AND PROTECT EXISTING ELECTRICAL BOX.

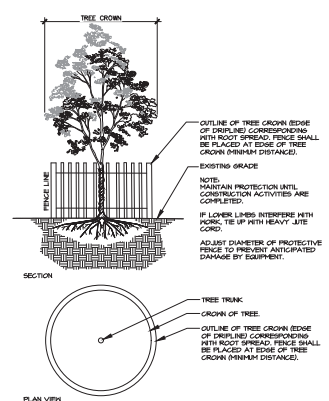
**TREE PROTECTION NOTES:**

- PROTECT THE CRITICAL ROOT ZONE THE AREA DIRECTLY BELOW THE DRIPLINE OF THE TREES TO REMAIN ON SITE BY:
  - CONSTRUCTING A TEMPORARY CHAIN LINK FENCE AROUND THE CRITICAL ROOT ZONE OF THE TREE TO BE PROTECTED PRIOR TO DEMOLITION CONSTRUCTION OR ANY SITE WORK.
  - NOT ALLOWING CONSTRUCTION BY EQUIPMENT TRAFFIC DURING CONSTRUCTION OR DURING DEMOLITION.
  - NOT ALLOWING LOGGERS TO TRUCKS TO DRIVE WITHIN THE PROTECTION AREA OR WITHIN 5 FEET OF EXISTING TREE ROOTS OR IN PLANNED PLANTING BEDS AREAS. SEE EROSION AND SEDIMENT CONTROL PLAN FOR APPROVED CONCRETE HANDOUT AREAS.
  - NOT STOCKPILING MATERIALS, DEBRIS, OR DIRT WITHIN THE TREE PROTECTION AREA.
  - MAINTAIN WITHIN THE CRITICAL ROOT ZONE FROM HIGHWAYS TO THE OUTSIDE AT THE RATE OF NOT LESS THAN THE EQUIVALENT OF 1/2" OF WATER OVER THE ENTIRE AREA PER WEEK.
  - NOT TRENCHING, EXCAVATING, FILLING OR OTHERWISE DISTURBING THE SOIL WITHIN THE CRITICAL ROOT ZONE.
  - ADJUST PROPOSED IMPROVEMENT LOCATIONS AS REQUIRED TO AVOID DAMAGING TREE ROOTS.
- PROTECT THE CROWN AND TRUNK OF TREES TO BE RETAINED BY:
  - OPERATING EQUIPMENT IN SUCH A WAY AS TO AVOID CONTACT WITH TREE TRUNKS OR BRANCHES.
  - HAVING TREES TRIMMED BY A LICENSED ARBORIST.
- ALL TREES DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED WITH THE CITY'S MINIMUM TREE SIZE REQUIREMENT.



- NOTES:**
- WIRE TIES, RAILS, POSTS AND BRACES SHALL BE CONSTRUCTED ON THE SECURE SIDE OF THE FENCE ALIGNMENT. CHAIN-LINK FABRIC SHALL BE PLACED ON THE OPPOSITE OF THE SECURE AREA.
  - ALL CHAIN LINK MESH FABRIC TO BE GALVANIZED 12" x 6" OR HEAVIER WIRE WITH NO LARGER THAN 2" OPENINGS.

**1 TEMPORARY CHAIN LINK FENCE**



**2 TREE PROTECTION DETAIL**

NOT FOR CONSTRUCTION

**erstad**

**DRECKON**

**9th Street Improvements Set 2**  
9th Street, south of River Street  
north half of block

revision:  
no. desc. date

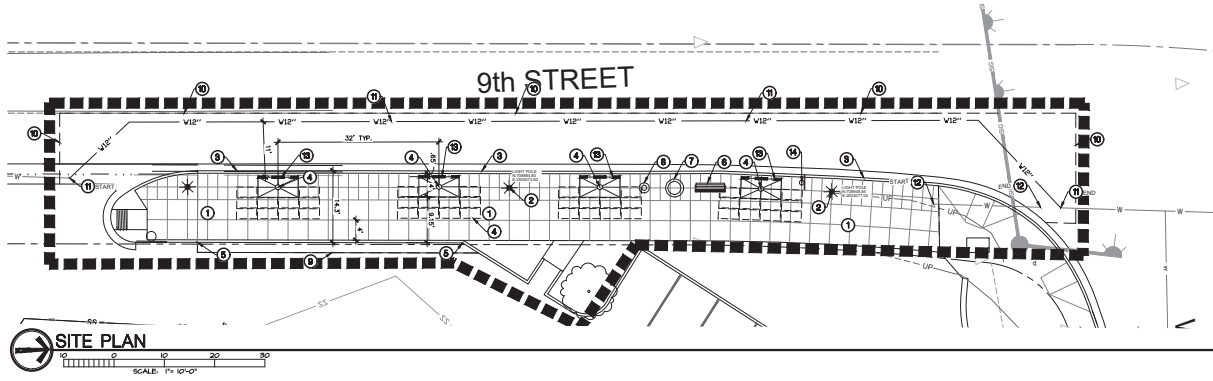
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date: 2.22.24  
drawn: C.P.  
checked: JB

design  
review

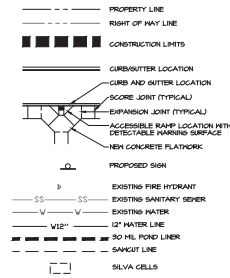
DEMOLITION  
PLAN

**DR1.0**

city of boise

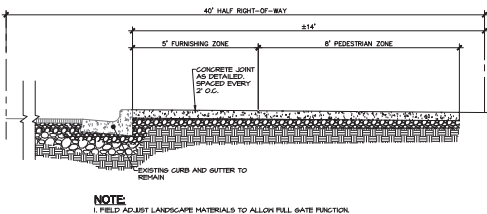


### SITE LEGEND

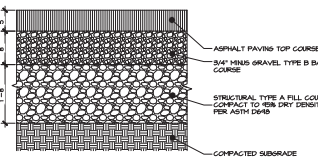


### CALLOUT LEGEND

1. CONSTRUCT ATTACHED SIDEWALK PER ACHD 2017 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING 50-106 DETAIL ON THE STREET AND LOCAL AND CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS FOR ADDITIONAL INFORMATION.
2. PROPOSED STREET LIGHT PER CITY OF BOISE STANDARDS. SEE ELECTRICAL PLANS.
3. SAVE AND PROTECT EXISTING CONCRETE CURB.
4. CONSTRUCT SILVA TREE CELLS PER ACHD 2017 STORMWATER DESIGN GUIDELINES SECTION 6000 STANDARD DRAWING PER #39 AND DETAIL STORMI TREE GRATE PER SPECIFICATIONS AND CITY OF BOISE STANDARDS. ACHD IS INSTALLING ELECTRONIC HANDBARS ON EACH CORNER OF THE FACILITY. CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTOR FOR ALIGNMENT OF HANDBARS DURING CONSTRUCTION AND BACKFILLING. ACHD IS CORRECTLY SPLITTING THE SERVICES.
5. CONSTRUCT VERTICAL CURB AND GUTTERS PER ACHD SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING 50-107.
6. BENCH PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.
7. MOBILE PLANTER PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.
8. LITTER RECEPTACLE PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.
9. ASPHALT PATCHBACK PER DETAIL 50-101.
10. SANDVIT EXISTING ASPHALT 2-FT MINIMUM REPAIR PER SP-39 STANDARD DRAWING 50-103 AND ACHD 2017 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING 50-103 AND 50-104 (MINIMUM GROSS SLOPE). CUT BACK MAY BE PAVED AT ACHD INSPECTOR DISCRETION. ASPHALT PATCHBACK PER DETAIL 50-101.
11. RELOCATED 12" WATER MAIN
12. ABANDON IN PLACE A PORTION OF THE 12" WATER MAIN IN THIS LOCATION UNDER PEDESTRIAN RAMP. REMAINING 12" WATER MAIN UNDER ROAD FRONTAGE IMPROVEMENTS TO BE REMOVED.
13. 30 IN. HL. POND LINER
14. RELOCATED 30 IN. HL. POND LINER.



1. STREETScape SECTION 9TH STREET Scale: 1/2" = 1'-0"



3. ASPHALT PAVING - S. 9TH ST. Scale: 1/4" = 1'-0"

SINGLE PILE PLANT MIX GRADATIONS (S-311 & 317)			CRUSHED AGGREGATE BASE		
PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES			PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES		
SIEVE SIZE	NOMINAL MAXIMUM SIZE	MIN. %	SIEVE SIZE	NOMINAL MAXIMUM SIZE	MIN. %
3/4 IN.	3/4 IN.	100	2 1/2 IN.	2 1/2 IN.	100
1 1/2 IN.	1 1/2 IN.	100	4 1/2 IN.	4 1/2 IN.	100
2 1/2 IN.	2 1/2 IN.	100	6 3/4 IN.	6 3/4 IN.	100
4 1/2 IN.	4 1/2 IN.	100	9 3/4 IN.	9 3/4 IN.	100
6 3/4 IN.	6 3/4 IN.	100	12 3/4 IN.	12 3/4 IN.	100
9 3/4 IN.	9 3/4 IN.	100	18 IN.	18 IN.	100
12 3/4 IN.	12 3/4 IN.	100	24 IN.	24 IN.	100
18 IN.	18 IN.	100	30 IN.	30 IN.	100
24 IN.	24 IN.	100	36 IN.	36 IN.	100
30 IN.	30 IN.	100	42 IN.	42 IN.	100
36 IN.	36 IN.	100	48 IN.	48 IN.	100
42 IN.	42 IN.	100	60 IN.	60 IN.	100
48 IN.	48 IN.	100	72 IN.	72 IN.	100
60 IN.	60 IN.	100	84 IN.	84 IN.	100
72 IN.	72 IN.	100	96 IN.	96 IN.	100
84 IN.	84 IN.	100	108 IN.	108 IN.	100
96 IN.	96 IN.	100	120 IN.	120 IN.	100
108 IN.	108 IN.	100	144 IN.	144 IN.	100
120 IN.	120 IN.	100	180 IN.	180 IN.	100
144 IN.	144 IN.	100	240 IN.	240 IN.	100
180 IN.	180 IN.	100	300 IN.	300 IN.	100
240 IN.	240 IN.	100	360 IN.	360 IN.	100
300 IN.	300 IN.	100	420 IN.	420 IN.	100
360 IN.	360 IN.	100	480 IN.	480 IN.	100
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480 IN.	480 IN.	100	600 IN.	600 IN.	100
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600 IN.	600 IN.	100	720 IN.	720 IN.	100
660 IN.	660 IN.	100	780 IN.	780 IN.	100
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8100 IN.	8100 IN.	100	8220 IN.	8220 IN.	100
8160 IN.	8160 IN.	100	8280 IN.	8280 IN.	100
8220 IN.	8220 IN.	100	8340 IN.	8340 IN.	100
8280 IN.	8280 IN.	100	8400 IN.	8400 IN.	100
8340 IN.	8340 IN.	100	8460 IN.	8460 IN	





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**9th Street Improvements Set 2**  
9th Street, south of River Street  
north half of block

revision:  
no. desc. date

project: 15010e  
date: 02.02.24  
drawn: gwb  
checked: wt

design review

electrical cover

e0.00

city of boise

### ELECTRICAL GENERAL NOTES

- THESE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE. THEREFORE, THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATION PRIOR TO ROUGH-IN.
- PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.
- TERMINATE ALL LOW-VOLTAGE CONDUITS WITH INSULATED THROUGH BUSHING.
- CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. SEE CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION. COORDINATE WITH OTHER SITE OPERATIONS.
- SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.
- REFER TO DETAILS FOR SITE LIGHTING POLE BASE REQUIREMENTS.
- ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE. REFER TO TRENCHING DETAIL.

### ELECTRICAL ABBREVIATIONS

A	AMPERES
AC	AC ABOVE BACKSPLASH ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AMP	AMP FRAME
AC	AMPS INTERRUPTING CAPACITY
AMP	AMPS
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BD	BOTTOM OF DECK
BS	BOTTOM OF STRUCTURE
C	CEILING MOUNTED CONDUIT
CB	CIRCUIT BREAKER
CF	COMPACT FLUORESCENT
CHT	CHIMNEY
CO	CONDUIT ONLY. PROVIDE PULL-LINE
CT	CURRENT TRANSFORMER
CTL	CONTROL
DC	DIRECT CURRENT
DEM	DEMOLITION
DET	DETAIL
DTY	DOUBLE TWIN FUSE
E	EMERGENCY
EC	EXISTING ELECTRICAL CONTRACTOR
EL	ELECTRICAL LIGHT
F	FUSE
FACP	FIRE ALARM CONTROL PANEL
GRND	GROUND
GF	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
HH	HAND HOLE
HS	HIGH PRESSURE DISCHARGE
HV	HIGH VOLTAGE
HPS	HIGH PRESSURE SODIUM
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
I	INSULATED
PCO	INDIVIDUAL POLE CIRCUIT INTERRUPTER
PCO	INDIVIDUAL POLE CIRCUIT INTERRUPTER
J-BOX	JUNCTION BOX
KA	KILOWATT
KL	KILOVAULT
NW	NIGHT LIGHT
NWH	NIGHT LIGHT HOUR
LCP	LIGHTING CONTROL PANEL
MB	MAIN BREAKER
MBC	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MAIN DISTRIBUTION PANEL
MEL	METAL ENCLOSURE
MIC	METAL INLET WITH SPRING CENTER
MET	METAL WEDGE
MSE	MAIN SWITCHBOARD
MTS	MOUNTING
N	NEUTRAL
N	NEW
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NC	NOT IN CONTACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OH	OVERHEAD
OS	OCCUPANCY SENSOR
P	POLES
PC	PHOTO-CONTROL
PVC	POLYVINYL CHLORIDE
POWER	POWER
REF	REFERENCE
REC	RECEPTACLE
R	RECYCLED
SF	SQUARE FEET
TBD	TO BE DETERMINED
TR	TIME DELAY RELAY
TR	TRUCK
TBR	TAMPER RESISTANT
TSP	TWISTED BRESSES PAIR
TTF	TWISTED PAIR
TTB	TELEPHONE TERMINAL BOARD
(TYP)	TYPICAL
UC	UNDERCABINET
UG	UNDERGROUND
UNL	UNLESS NOTED OTHERWISE
V	VOLT
VA	VOLT-AMPERE
W	WIRE
WG	WIRE GUARD
WSP	WEATHER PROOF/NEMA 3R
PROVIDED	PROVIDE AND INSTALL. PROVIDED AND PROVIDED BY. INSTALLED BY. PROVIDED AND INSTALLED BY.
NOTES:	THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

### ONE LINE

DELTA WYE TRANSFORMER (NO)

PANEL BOARD. SEE SCHEDULE FOR TYPE AND SIZE

CIRCUIT BREAKER, SIZE AND POLES INDICATED

FUSE, SIZE AND TYPE INDICATED; PROVIDE FUSE FOR EACH POLE

INTERRUPTER SWITCH, SIZE AND POLES INDICATED

FUSED SWITCH, SIZE/POLES AND FUSE SIZE INDICATED

DRAW OUT CIRCUIT BREAKER, SIZE AND POLES INDICATED

INDIVIDUAL BREAKER WITH SHUNT TRIP, SIZE AND POLES INDICATED. NEMA 1 UNO

INDIVIDUAL BREAKER, SIZE AND POLES INDICATED. NEMA 1 UNO

GROUND FAULT PROTECTION

ISOLATED GROUND

TRANSIENT VOLTAGE SURGE SUPPRESSION

ADJUSTABLE BREAKER SETTINGS (PER SPECIFICATIONS):  
1) LONG TIME  
2) SHORT TIME  
3) INSTANTANEOUS  
4) GROUND FAULT  
5) ENERGY REDUCING MAINTENANCE SWITCH STATUS INDICATOR

GROUND

SHUNT TRIP COIL

MOTOR

DISCONNECT SWITCH, SIZE AND POLES INDICATED. NEMA 1 UNO

OVERHEAD SERVICE DROP

GENERATOR SET, MAIN BREAKER SIZE INDICATED

AUTOMATIC TRANSFER SWITCH (ATS)

METER AND BASE

NEUTRAL

DRY TYPE TRANSFORMER

FAD MOUNT TRANSFORMER

### DEVICES

SI	SWITCH, TYPE AS INDICATED - *H*FF
2	DOUBLE POLE
3	3-WAY
4	4-WAY
K	KEY
P	PULL LIGHT
D	DIMMER
H	HOT/POWER RATED
OV	TO THERMAL OVERLOAD
LV	LOW VOLTAGE
OS	OCCUPANCY SENSOR
OV	LOW VOLTAGE MOMENTARY OVERRIDE
VS	VOLCANIC SENSOR
+	SUPERSCRIPT INDICATES LIGHTS TO BE SWITCHED TOGETHER
OS	DUAL LEVEL SWITCHING, INSIDE AND OUTSIDE LAMPS OF FUTURE TO BE SWITCHED SEPARATELY
OS	DUAL LEVEL SWITCHING WITH OCCUPANCY SENSOR, INSIDE AND OUTSIDE LAMPS OF FUTURE TO BE SWITCHED SEPARATELY
OS	OCCUPANCY SENSOR WITH MANUAL DIMMING, SET FOR 50% AUTOMATIC, AUTOMATIC OFF, WITH MANUAL DIMMING
+	SINGLE CONVENIENCE OUTLET, *H* AFF UNO
+	FLOOR MOUNT SINGLE CONVENIENCE OUTLET
+	DUPLEX CONVENIENCE OUTLET, *H* AFF UNO
+	FLOOR MOUNT DUPLEX CONVENIENCE OUTLET
+	EMERGENCY DUPLEX CONVENIENCE OUTLET, *H* AFF UNO
+	SWITCHED DUPLEX CONVENIENCE OUTLET, *H* AFF UNO
+	FLOOR MOUNT SWITCHED DUPLEX CONVENIENCE OUTLET
+	USB DUPLEX CONVENIENCE OUTLET, *H* AFF UNO
+	USB FOUR-PLX CONVENIENCE OUTLET, *H* AFF UNO
+	FLOOR MOUNT FOUR-PLX CONVENIENCE OUTLET
+	FLOOR MOUNT FOUR-PLX CONVENIENCE OUTLET
+	CONNECTION POINT TO EQUIPMENT SPECIFIED, ELECTRICAL CONTRACTOR TO SUPPLY RACEWAY AND CONDUCTORS AND MAKE FINAL CONNECTION TO EQUIPMENT UNDER THIS SECTION UNO
+	FLOOR MOUNTED CONNECTION POINT, SEE NOTE ABOVE FOR REQUIREMENTS
+	FLOOR MOUNTED JUNCTION BOX
+	JUNCTION BOX
+	WALL MOUNTED PUSH-BUTTON, MOUNT AT SWITCH HEIGHT UNO
+	WALL MOUNTED PUSH-BUTTON, HANDICAPPED MOUNT AT SWITCH HEIGHT UNO
+	WALL MOUNTED PUSH-BUTTON, MOUNT AT SWITCH HEIGHT UNO
+	MOTOR STARTER/CONTACTOR, SIZE/POLES NEMA 1 UNO AS INDICATED
+	COMBINATION STARTER AND DISCONNECT, SIZE/POLES, STARTER SIZE AS INDICATED, NEMA 1 UNO
+	FUSED DISCONNECT SWITCH, SIZE/POLES, FUSE SIZES AS INDICATED, NEMA 1 UNO
+	NON-FUSED DISCONNECT, SIZE/POLES AS INDICATED, NEMA 1 UNO
+	THERMISTAT, *H* AFF PROVIDE CONDUIT, J-BOX, CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS UNO COORDINATE WITH DIVISION 15
+	HANDHELD, *H* AFF PROVIDE CONDUIT, J-BOX, CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS
+	POWER POLE - DUAL CHANNEL
+	RECESSED ENTERTAINMENT BOX
+	TRANSFORMER
+	PANELBOARDS: SEE SCHEDULE FOR TYPE
+	EQUIPMENT CABINET, SURFACE MOUNTED
+	EQUIPMENT CABINET, FLUSH MOUNTED
+	SURFACE MULTI-OUTLET RACEWAY
+	MECHANICAL EQUIPMENT CALL OUT
+	KITCHEN EQUIPMENT CALLOUT

### ELECTRICAL LEGEND - LIGHTING

REFERENCE FIXTURE SCHEDULE FOR MOUNTING TYPE, MOUNTING HEIGHT, AND FIXTURE TYPE

DOUBLE FACE EXT. SIGN, CEILING MOUNTED, PROVIDE UNSWITCHED CONDUCTOR

WALL MOUNTED DOUBLE FACE EXT. SIGN, PROVIDE UNSWITCHED CONDUCTOR, MOUNT AT 4'-0" UNO

SINGLE FACE EXT. SIGN, CEILING MOUNTED, PROVIDE UNSWITCHED CONDUCTOR

WALL MOUNTED SINGLE FACE EXT. SIGN, PROVIDE UNSWITCHED CONDUCTOR, MOUNT AT 4'-0" UNO

ARROW INDICATES DIRECTION TO BE SHOWN ON SIGN

1'X1' LIGHT FIXTURE

1'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

TRACK LIGHT

1'X1' LIGHT FIXTURE

1'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

2'X1' LIGHT FIXTURE

2'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

2'X2' LIGHT FIXTURE

2'X2' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

2'X2' LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

RECTANGULAR LIGHT FIXTURE, SEE SCHEDULE FOR LENGTH, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

RECTANGULAR LIGHT FIXTURE, SEE SCHEDULE FOR LENGTH, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

STRIP LIGHT FIXTURE, SEE SCHEDULE FOR LENGTH

STRIP LIGHT FIXTURE, SEE SCHEDULE FOR LENGTH, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

WALL MOUNTED LIGHT FIXTURE

WALL MOUNTED LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

RECESSED LIGHT FIXTURE

RECESSED LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

ROUND LIGHT FIXTURE

ROUND EMERGENCY LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

WALL MOUNTED LIGHT FIXTURE

WALL MOUNTED EMERGENCY LIGHT FIXTURE, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR

POLE LIGHT 1 HEAD WITH POLE

TIME CLOCK

PHOTO CONTROL, CELL LOCATED 12" ABOVE ROOF FACING NORTH

OCCUPANCY SENSOR, PROVIDE RELAYS AND POWER PACKS AS REQUIRED

LED DRIVER

EMERGENCY EGRESS LIGHTING WITH OUT FUTURE HEADS, CONNECT TO AN UNSWITCHED CONDUCTOR

EMERGENCY EGRESS LIGHTING

EMERGENCY EGRESS LIGHTING, CONNECT TO AN UNSWITCHED CONDUCTOR

WALL MOUNTED SINGLE FACE EXT. SIGN WITH EMERGENCY EGRESS LIGHTING, PROVIDE UNSWITCHED CONDUCTOR, MOUNT AT 4'-0" UNO

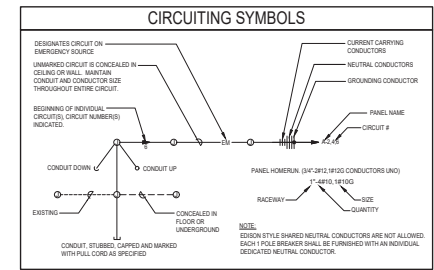
CEILING MOUNTED SINGLE FACE EXT. SIGN WITH EMERGENCY EGRESS LIGHTING, PROVIDE UNSWITCHED CONDUCTOR

CEILING MOUNTED DOUBLE FACE EXT. SIGN WITH EMERGENCY EGRESS LIGHTING, PROVIDE UNSWITCHED CONDUCTOR

XXX INDICATES FIXTURE TYPE, REFER TO FIXTURE SCHEDULE

EXTERIOR WALL PACK

EMERGENCY EXTERIOR WALL PACK, PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR



NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL SYMBOLS. SOME OF THE SYMBOLS SHOWN MAY NOT HAVE BEEN USED IN THIS DRAWING PACKAGE.

LIGHTING FIXTURE SCHEDULE (23-408)						
TYPE	DESCRIPTION	MTG.	LAMPS	WATTS	MPG. & CATALOG NUMBER	NOTES
PL2	LED HISTORICAL STREET LIGHT	POLE MOUNTED	LED S2KR	30	HOLOPHANE (D402P-80-08K-A-3-M-RAL0009-S-MNU-RF0209965 (POLE -H8-120-12-6-LASB010)CLD1017811-10000Y-SX00Y-E3000Y-RF0236759	1

**LIGHTING FIXTURE SCHEDULE NOTES:**  
 1. SUBSTITUTIONS WILL BE ALLOWED IF SUBMITTED PRIOR TO BID DATE BY THE CREATOR OF 7 BUSINESS DAYS OR THE TIME PERIOD SPECIFIED BY DIVISION 1 SPECIFICATIONS, AND IF DEEMED EQUAL BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING SUBSTITUTED FIXTURES MEET OR EXCEED THE SPECIFICATIONS OF THE FIXTURES SPECIFIED.

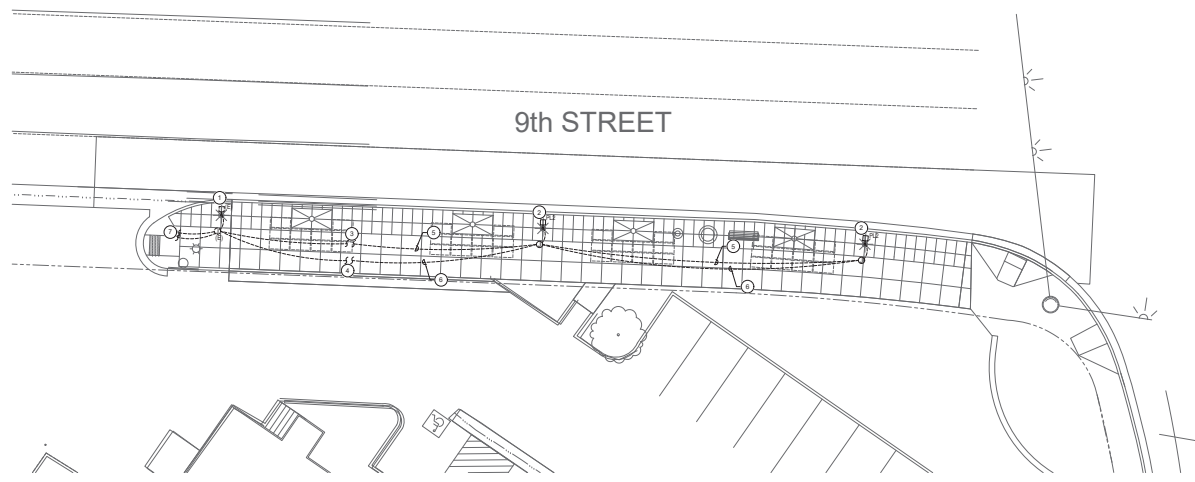
**BOISE CITY STREET LIGHT PLAN REVIEW REQUIREMENTS AND CHECK LIST**

Lighting Project Name \_\_\_\_\_  
 Project Address \_\_\_\_\_  
 Electrical Contractor \_\_\_\_\_

Work must conform to Boise City Street Light specifications (see [www.ci.boise.id.us](http://www.ci.boise.id.us) for more information).

- Notes required on all Construction Drawings:
  - Contractors installing lighting will be required to contact Boise City Public Works Inspection Section 48 hrs. prior to schedule the preliminary inspection prior to placing concrete or covering conduits. In addition, the electrical contractor is required to call 24 hrs. in advance to schedule a final inspection by the Boise City Public Works Inspection Section after all work has been completed. Electrical Contractor must be present at all inspections. To schedule your Public Works inspection, please call 754-5151. For required services an additional inspector is required by the electrical inspector having jurisdiction at the project location (Boise City within city limits, State if in the county within the city's area of impact).
  - For design information or question contact Tom Marshall, (208) 608-7638. All Street Lights shall be installed per ISFWC, NEC Codes, ICHD codes for working with in the public utility way, and Boise City Public Works street light standard revisions to the ISFWC.
  - Developer shall not connect, or allow any subcontractor to connect any irrigation timer, decorative lighting, entrance lighting, or outdoor of other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outdoor or other electrical devices shall be connected directly to main power at an Idaho Power approved location in a separate conduit system. (See <https://www.ci.boise.id.us/department-public-works-inspection-section> for more information).
- Notes to be included on the drawings or as attachments if they apply:
  - Underground wire shall be #6 copper, AWG, THWN, 900 volt insulated (no aluminum wire).
  - Overhead wire can be either #6 copper or aluminum duplex with a ASQR neutral Messenger.
  - All electrical conduits shall be schedule 40, PVC, UL labeled.
  - A bonding wire is required in all empty PVC Electrical conduits.
- Notes Required When Street Light Electrical Service Cabinets are used:
  - For service cabinet installation, an electrical permit is required from Boise City Building Department or the state if located in the county.
  - Approval on service cabinets when on city or on high-traffic public way requiring approval Electrical Section as well as the Public Works Inspection Dept. In the County, the State will require additional to Public Works. The Building Department Inspection or State Inspection must be accomplished first before calling for the Public Works Final Inspection. To schedule your City Building Dept. Electrical inspection or for permit information, phone (208) 608-7070.

Upon completion of lighting strength drawings, Street Light details with the above information (either shown or attached) shall be submitted to Tom Marshall in Public Works for approval to receiving a building permit.  
 1/19/2016 Boise City Engineering  
 Tom Marshall (208) 608-7638



electrical street lighting site plan  
 1" = 10'-0"



**KEYED NOTES:**

- SYMBOL USED FOR NOTE CALLOUT
- EXISTING HISTORICAL STREET LIGHT TO REMAIN REFER TO SET 1 FOR ADDITIONAL INFORMATION. EXTEND THE EXISTING STREET LIGHTING CIRCUIT TO NEW STREET LIGHTS AS REQUIRED.
  - NEW HISTORICAL STREET LIGHT, REFER TO THE ELECTRICAL DETAILS FOR ADDITIONAL INFORMATION.
  - INTERCEPT AND EXTEND EXISTING STREET LIGHTING CIRCUIT AS REQUIRED TO CONNECT NEW HISTORICAL STREET LIGHTS. REFER TO SET 1 FOR ADDITIONAL INFORMATION.
  - INTERCEPT AND EXTEND EXISTING SPARE #2 EMPTY CONDUIT THAT WAS ROUTED TO THIS APPROXIMATE LOCATION FOR FUTURE HISTORICAL STREET LIGHTING RECEPTACLE CIRCUIT. REFER TO SET 1 FOR ADDITIONAL INFORMATION.
  - FINISH CONDUIT AND CONDUCTORS AS NOTED IN THE ELECTRICAL DETAILS AND PER CITY REQUIREMENTS.
  - FURNISH AND INSTALL (1) SPARE #2 EMPTY CONDUIT WITH PULLSTRING FOR FUTURE HISTORICAL STREET LIGHTING RECEPTACLE CIRCUIT. ROUTE BETWEEN HISTORICAL STREET LIGHTING JUNCTION BOXES AND EXISTING HISTORICAL STREET LIGHTS SHOWN.
  - EXISTING HISTORICAL STREET LIGHTING CIRCUIT AND SPARE CONDUIT TO REMAIN. SHOWN FOR REFERENCE ONLY. REFER TO SET 1 FOR ADDITIONAL INFORMATION.



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**9th Street Improvements Set 2**  
 9th Street, south of River Street  
 north half of block

revision:  
 no. desc. date

project: 150106  
 date: 02.02.24  
 drawn: gwb  
 checked: ml

design review

electrical cover  
 e1.00

city of boise







# 9th Street Improvements Set 1

9th Street, south of River Street  
south half of block



## project narrative

IMPROVEMENTS TO THE SECTION OF STREETScape SOUTH OF THE ALLEYWAY BETWEEN BIOMARK AND THE WASSMUTH EDUCATION CENTER UNTIL THE 9TH STREET BRIDGE.

## zoning data

LEGAL DESCRIPTION: PAR #4300 BLKS 5-6  
DAVIS ADD  
2N2E10

PROJECT ADDRESS: STREETScape ADJACENT TO:  
705, 707, & 777 S 8TH ST  
BOISE, ID 83702

OWNER: CITY OF BOISE

PROPERTY AREA: 1.32 ACRES

PARCEL: R1749100426

ZONING: ZC-259

## additional information

DESIGN REVIEW APPROVAL: DRH21-00235  
(A PART OF THE WASSMUTH EDUCATION  
CENTER APPLICATION)

BUILDING PERMIT APPROVAL: BLD21-03495  
(A PART OF THE WASSMUTH EDUCATION  
CENTER APPLICATION)



vicinity map  
not to scale

## drawing schedule

a0.01 cover sheet  
C0.1 COVER SHEET  
C1.0 TOPOGRAPHY SURVEY  
C1.1 DEMOLITION PLAN  
C2.1 ROAD FRONTAGE PLAN - 9TH ST  
L3.1 MATERIALS AND LANDSCAPE PLAN  
L4.1 IRRIGATION PLAN  
L4.5 IRRIGATION DETAILS  
e0.00 electrical cover  
e1.00 electrical site plan  
e1.01 boise historical lighting details  
e1.02 boise historical lighting details

## general notes

- GENERAL CONTRACTOR SHALL CONSULT WITH ARCHITECT TO RESOLVE ANY CHANGES, OMISSIONS, OR PLAN DISCREPANCIES PRIOR TO BIDDING OR CONSTRUCTION.
- GENERAL CONTRACTOR SHALL COORDINATE AND MANAGE ALL PORTIONS OF THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ARCHITECTURAL DRAWINGS AND CONSTRUCTION AGREEMENT CONTRACT.
- ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL, COUNTY, STATE, AND FEDERAL CODES AND ORDINANCES.
- GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES.
- GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
- GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL EXISTING WALLS, FLOORS, CEILING, OR OTHER SURFACES IDENTIFIED TO REMAIN THAT MAY BE DAMAGED DURING THE COURSE OF THE WORK.
- GENERAL CONTRACTOR SHALL RETAIN ONE SET OF THE PLANS TO NOTE AND DOCUMENT ALL CHANGES DURING CONSTRUCTION. THIS SET SHALL BE A PART OF THE GENERAL CONTRACTORS CLOSE-OUT PACKAGE.
- PREMISES TO BE "BROOM CLEAN" AND EMPTY OF ALL LOOSE ITEMS AND DEBRIS AT ALL TIMES.
- DO NOT SCALE DRAWINGS.

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9th Street Improvements Set 1  
9th Street, south of River Street  
south half of block

## electrical engineer

musgrove engineering  
kurt lechtenberg  
greg bartholomew  
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boise, id 83709  
ph. (208) 384-0585  
gregb@musgrovepa.com

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jon breckon  
6661 north glenwood street  
garden city, id 83714  
ph. (208) 376-5153  
jbreckon@bldi.co

## civil engineer

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jon breckon  
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ph. (208) 376-5153  
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## architect

erstad architects  
andrew erstad  
courtney matrangola  
boise, id 83702  
ph. (208) 331-9031  
fax. (208) 331-9035  
courtney@erstadarchitects.com

## owner

the city of boise  
public works department  
meghan przybylski  
150 north capitol blvd  
boise, id 83702  
ph. (208) 608-7804  
mprzybylski@cityofboise.org

revision:  
no. desc. date

project: 231104  
date: 12.22.23  
drawn:  
checked:

bid set

city of boise

cover sheet

a0.01

# 9TH STREET IMPROVEMENTS SET 1

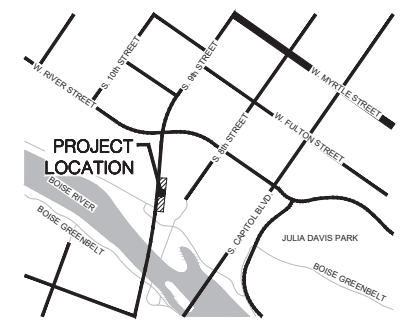
NW ¼ OF THE SW ¼ OF SECTION 10 TOWNSHIP 3N, RANGE 2E

9TH STREET  
BOISE, IDAHO 83702



## CONSTRUCTION NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE CITY FIELD WORKS DEPARTMENT AND/OR THE COUNTY HIGHWAY DISTRICT.
2. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SIGNAGE, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
3. ALL WORK AND MATERIALS SHALL CONFORM TO THE 2007 EDITION OF THE I.D.S.P.A.C. AND THE APPROPRIATE LOCAL AGENCIES.
4. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE PERMITS FROM ALL GOVERNMENTAL AGENCIES PRIOR TO STARTING CONSTRUCTION.
5. ALL CONSTRUCTION IN THE RIGHT-OF-WAY SHALL CONFORM TO THE 2007 EDITION OF THE I.D.S.P.A.C. AND THE ADA COUNTY HIGHWAY DISTRICT SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO SPECIFICATIONS OR TO THE I.D.S.P.A.C. WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DESIGNING AGENCY.
6. ALL CONTRACTORS WORKING WITHIN THE PUBLIC RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM A.G.A.D. AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION.
7. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE DESIGN PROFESSIONAL.
8. THE CONTRACTOR SHALL CONTACT DESIGNER 48 HOURS PRIOR TO ANY EXCAVATION. (A-100-342-005)
9. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO EXISTING FACILITIES OR IMPROVEMENTS RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
11. IN THE OPENING FOR ELECTRICITY TO IMPORT FILL MATERIALS, WASTE SOIL SHALL BE WAIVED TO AN OFFSITE DISPOSAL SITE FINISHED BY THE CONTRACTOR.
12. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE ESTABLISHED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE OF IDAHO.
13. CONTRACTOR SHALL PROVIDE SUBMITTALS FOR THE FOLLOWING PRIOR TO CONSTRUCTION:
  - A. 1/2" MINUS GRADES/ AGGREGATE BASE COURSE FOR PAVEMENT SECTION
  - B. 3/4" MINUS GRADES/ AGGREGATE BASE COURSE FOR PAVEMENT SECTION
  - C. ASPHALT PAVEMENT MIX DESIGN FOR PAVEMENT SECTION
  - D. CONCRETE PAVEMENT MIX DESIGN FOR PAVEMENT SECTION
  - E. STORM DRAIN PIPES
  - F. FILTER FABRIC
  - G. 1/2" MINUS DRAIN ROCK AND ASTM 6-30 FILTER SAND USED IN SEEPAGE BED
  - H. SUBGRADE COMPACTION TEST PROCEDURE
  - I. BASE COURSE COMPACTION TEST PROCEDURE
14. PROVIDE SUBGRADE AND BASE COURSE CONSTRUCTION TEST RESULTS DURING CONSTRUCTION TO DESIGNER AND DESIGNER. CONSTRUCTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NORTH DAKOTA.
15. DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL COORDINATE AND AGGREGATE OTHER CONTRACTORS, OPERATIONS OF THE OWNER AND LOCAL AGENCIES.
16. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AN SET FORTH HEREIN. INSPECTORS IN MORE RESTRICTIVE CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF NORTH DAKOTA NOTES TO THE REQUIREMENTS OF THE APPROVING AGENCY.
17. INVOICING THE DESIGNER.
18. THE CONTRACTOR SHALL DETERMINE THE WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUPERVISOR OR AGENCY MUST BE APPROVED PRIOR TO:
  - A. BACKFILLING / REPAIRS FOR PIPES
  - B. PLACING OF AGGREGATE SAND
  - C. PLACING OF CONCRETE
  - D. PLACING OF ASPHALT PAVING.
19. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE USED BY THE PROJECT CONTRACTORS. USE OF ANY PLANS ON THE JOB WITHOUT THE APPROVED CONSTRUCTION STAMP SHALL BE GROUNDED FOR THE ISSUANCE OF A STOP WORK ORDER.
20. THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS ON WHICH IS RECORDED THE ACTUAL LOCATION OF THE PROPOSED IMPROVEMENTS AND ANY OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE LOCATIONS TO THE DESIGNER FOR USE IN THE PRODUCTION OF RECORD DRAWINGS PRIOR TO FINAL APPROVAL OF THE IMPROVEMENTS.
21. THE DESIGN PROFESSIONAL SHALL SUBMIT RECORD DRAWINGS TO THE PUBLIC WORKS DEPARTMENT AS PRESCRIBED BEFORE FINAL APPROVAL IS GIVEN TO THE PROJECT.



VICINITY MAP  
NOT TO SCALE

## CAUTION NOTICE

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS A GUARANTEE OF ACCURACY. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. EXISTING CONDITIONS SHOWN ON THE PLANS, ALL EXISTING CONDITIONS AND STRUCTURES NOT SPECIFICALLY NOTED FOR REMOVAL SHALL BE RETAINED AND PROTECTED. EXISTING CONDITIONS AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE AND RESPONSIBLE TO PROTECT ALL EXISTING UTILITIES TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF DEMOLITION AND EXCAVATION ACTIVITIES.

## Sheet List Table

SHEET NUMBER	SHEET TITLE
C0.1	COVER SHEET
TS10	TOPOGRAPHIC SURVEY
C11	DEMOLITION PLAN
C21	ROAD FRONTAGE PLAN- 9TH ST
L3.1	MATERIALS AND LANDSCAPE PLAN
L3.5	MATERIALS AND LANDSCAPE DETAILS
L4.1	IRRIGATION PLAN
L4.5	IRRIGATION DETAILS

## CONTACTS

PLANNING AND ZONING:  
CITY OF BOISE PLANNING AND DEVELOPMENT SERVICES  
PHONE: 208-884-5533

SEWER:  
CITY OF BOISE PUBLIC WORKS  
PHONE: 208-332-1900

POWER:  
IDAHO POWER  
PHONE: 208-388-6320

GAS:  
INTERMOUNTAIN GAS COMPANY  
PHONE: 208-377-6863

PHONE:  
CENTURY LINK  
PHONE: 208-385-2144

CABLE:  
SPARKLIGHT  
PHONE: 977-687-1332

HEALTH AUTHORITY:  
CENTRAL DISTRICT HEALTH DEPARTMENT  
PHONE: 208-375-5211

ARCHITECT:  
ERSTAD ARCHITECTS  
PHONE: 208-331-9031

SURVEYOR:  
ACKERMAN ESTVOLD  
PHONE: 208-853-6470

LANDSCAPE ARCHITECT/CIVIL ENGINEER:  
BRECKON LAND DESIGN  
PHONE: 208-376-5153

EXECUTIVE DIRECTOR:  
DAN PRINZING  
PHONE: 208-345-0304

## BENCHMARK & DATUM

SURVEY WAS CONDUCTED BY ACKERMAN ESTVOLD  
ADA COUNTY BENCHMARK ON TOP OF WALL SW CORNER OF THE PROJECT  
EL: 2694.88 NAVD 88

CONFIRM WITH ACKERMAN ESTVOLD PRIOR TO CONSTRUCTION.

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9th Street Improvements Set 1  
9th Street, south of River Street  
south half of block

revision:	no.	desc.	date

project: 231104  
date: 12.22.23  
drawn:  
checked:  
**bid set**

city of boise

COVER SHEET  
**C0.1**

**BASIS OF BEARING**

THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL WITH THE CENTERLINE OF 8TH STREET N00°34'42"E AS ESTABLISHED BETWEEN FOUND MONUMENTS

**BENCHMARK (TBM)**

ADA COUNTY BENCHMARK ON TOP OF WALL SW CORNER OF THE PROJECT  
 EL: 2,694.88 NAVD88

VERTIFIED VIA STATIC OBSERVATION PROCESSED THROUGH THE NGS OPUS UTILITY

**FLOOD INFORMATION**

ZONE X - 0.2% CHANCE OF FLOOD HAZARD PER PANEL 1600020777 DATED 4/19/2020  
 BASE FLOOD ELEVATION: 2,689.2

**NOTES**

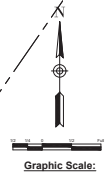
DIGLINE WAS CALLED ON 3/5/21. AS OF 3/12/21 ALL UTILITIES MARKED WITH EXCEPTION OF WATER.

**LEGEND:**

- - POWER POLE
- - VAULT
- SD - STORM SEWER
- OH - OVERHEAD LINE
- SS - SANITARY SEWER
- W - WATER
- - - - - FENCE
- - - - - PARCEL BOUNDARY
- - - - - CENTERLINE
- - - - - EASEMENT
- - - - - SETBACK
- - GRAVEL
- - ASPHALT PAVEMENT
- - CONCRETE
- - FOUND SURVEY MONUMENT
- - - - - GUY WIRE
- - - - - POST
- - - - - STORM SEWER
- - - - - OVERHEAD LINE
- - - - - SANITARY SEWER
- - - - - WATER
- - - - - FENCE
- - - - - PARCEL BOUNDARY
- - - - - CENTERLINE
- - - - - EASEMENT
- - - - - SETBACK

**KEYNOTES:**

- 1 STORM DRAIN LIFT STATION
- 2 DEWATERING PUMP
- 3 DROP INLET  
 INV: 2,689.3± 4" OUTLET  
 INV: 2,688.3± SUMP
- 4 SANITARY SEWER MANHOLE  
 INV: 2,686.0± 6" NORTH  
 INV: 2,686.0± 4" SOUTHEAST  
 INV: 2,688.0± 1-1/4" PRESSURE SOUTH
- 5 SANITARY SEWER LIFT STATION (?)  
 UNABLE TO OPEN AND VERIFY
- 6 MONUMENT SIGN
- 7 BENCH
- 8 DECORATIVE WALL TOP EL: 2,698.4±
- 9 ROCK WATERFALL
- 10 WHEEL STOP
- 11 STORM DRAIN MANHOLE  
 INV: 2,689.6± 6" PVC EAST AND WEST  
 INV: 2,689.6± 4" PVC SOUTH  
 SUMP: 2688.6±
- 12 STORM DRAIN MANHOLE  
 INV: 2,685.3± 18" ROP NORTH AND SOUTH  
 INV: 2,687.1± 6" PVC WEST



Graphic Scale:  
 Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Herein are Based on a Full Scale Sheet Size of 24" x 36".  
 Scale: 1" = 20'

**WASSMUTH CENTER  
 TOPOGRAPHY SURVEY**  
 707 S 8TH STREET, BOISE, ID

DRAWN BY: AMC

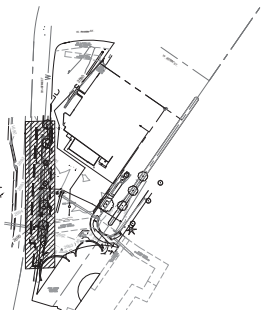
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DATE: 03/09/2021

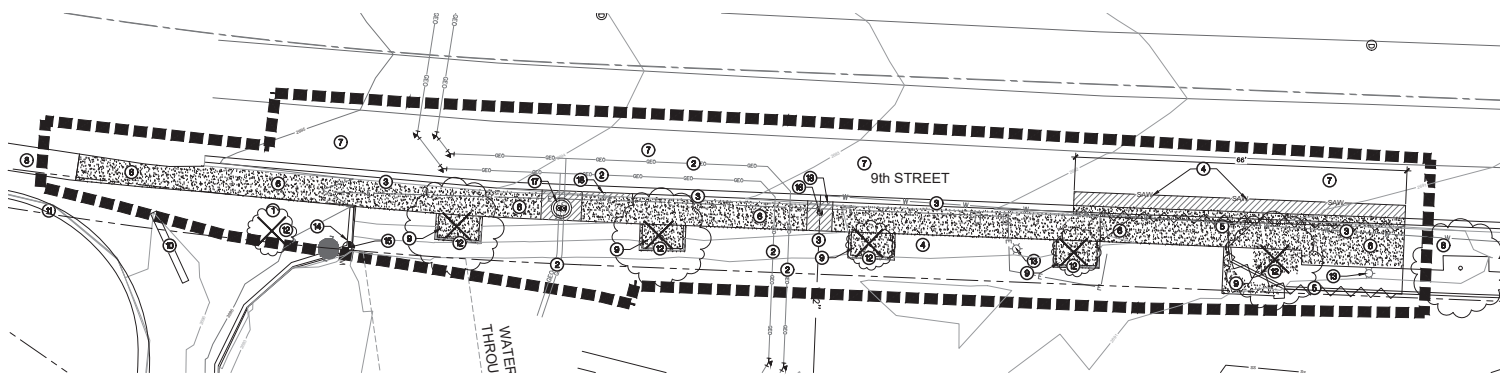
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TOPOGRAPHY SURVEY  
 1.0



**KEY MAP**  
NOT TO SCALE



**DEMOLITION PLAN**  
SCALE: 1" = 10'-0"

**DEMOLITION LEGEND**

- CONSTRUCTION LIMITS
- EXISTING CURB TO BE REMOVED
- SAFECUT
- ▨ APPROXIMATE AREA OF ASPHALT REMOVAL
- ▩ APPROXIMATE AREA OF CONCRETE REMOVAL
- ⊙ EXISTING PLANTS TO REMAIN
- ⊗ EXISTING PLANTS TO BE REMOVED

**DEMOLITION NOTES**

1. COORDINATE ALL DEMOLITION, GRADING, AND EARTHWORK OPERATIONS ELECTRICAL ENGINEERING SHEETS.
2. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.
3. LIMITS OF WORK ARE IDENTIFIED ON PLANS.
4. IN THE EVENT OF A DISCREPANCY, NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY.
5. CONTRACTOR SHALL PROVIDE 6" HIGH DRAIN LINK FENCE AS NOTED.
6. CONTRACTOR TO LOCATE, REMOVE, RETAIN, AND RELOCATED EXISTING TREE FLAGGED ON SITE AS DIRECTED BY THE OWNER. PER ISAND CODE SECTION 25-4-05, CONTRACTOR TO PROTECT ALL SURVEY MONUMENTS SHOWN AS SHOWN IN THE DRAWINGS. DISTURBED SURVEY MONUMENTS TO BE REESTABLISHED PER ISAND CODE SECTION 25-4-05.

**DEMOLITION CALLOUT LEGEND**

- ① SAVE AND RELOCATE EXISTING TREE DEDICATION PLASHE. COORDINATE NEW LOCATION WITH OWNER AND DESIGN PROFESSIONAL.
- ② SAVE AND PROTECT EXISTING GEOTHERMAL LINE.
- ③ SAVE AND PROTECT EXISTING WATER LINE.
- ④ SAVE AND PROTECT EXISTING 2-FT MIRRAM MATHA.
- ⑤ SAWCUT AND REMOVE EXISTING ASPHALT, 2-FT MIRRAM MATHA.
- ⑥ SAWCUT AND REMOVE EXISTING CONCRETE CURB.
- ⑦ SAWCUT AND REMOVE EXISTING CONCRETE.
- ⑧ SAVE AND PROTECT EXISTING ASPHALT.
- ⑨ SAVE AND PROTECT EXISTING CONCRETE PLATWORK.
- ⑩ REMOVE CONCRETE TREE BOXES.
- ⑪ SAVE AND PROTECT EXISTING MONUMENT SIGN TO BE RELOCATED AS A PART OF THE MARGRIN CENTER FOR HUMAN RIGHTS CONSTRUCTION DOCUMENTS.
- ⑫ SAVE AND PROTECT EXISTING MEMORIAL WALL AND WATER FEATURES. FIELD VERIFY EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE TO SAVE AND PROTECT EXISTING PIPING AND WATER FEATURE IMPROVEMENTS.
- ⑬ REMOVE EXISTING TREE AND GRIND STUMP AS SPECIFIED.
- ⑭ REMOVE AND RELOCATED EXISTING COBRA HEAD LIGHT POLE. SEE ELECTRICAL PLAN FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ⑮ REMOVE EXISTING CONCRETE RETAINING WALL AND FOOTING.
- ⑯ EXISTING ADA COUNTY BENCHMARK. CONTRACTOR IS RESPONSIBLE FOR REESTABLISHING BENCHMARK PER AGENCY REQUIREMENTS AND I.C. SECTION 25-4-05. CONTRACTOR SHALL CONTACT ITD FOR SPECIFIC PROTOCOL AND STANDARDS.
- ⑰ SAVE AND PROTECT EXISTING WATER VALVE.
- ⑱ SAVE AND PROTECT EXISTING GEOTHERMAL VALVES AND VAULT.
- ⑲ REMOVE TEMPORARY ASPHALT CURB IN THIS LOCATION.



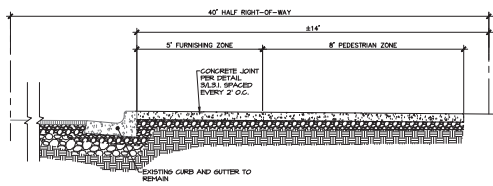
PROFESSIONAL ENGINEER ARCHITECTS has a project in U.S. and international areas. This modification of the agreement entered into with the existing architect is provided. This agreement may not be used for other projects.

**9th Street Improvements Set 1**  
9th Street, south of River Street  
south half of block

revision:			
no.	desc.	date	

project: 231104  
date: 12.22.23  
drawn:  
checked:  
  
bid set

city of boise  
  
DEMOLITION PLAN  
**C1.1**



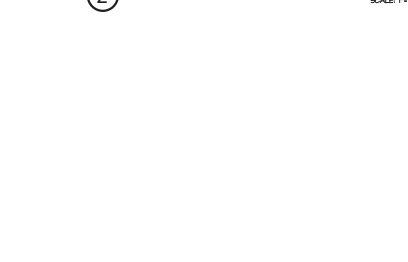
NOTE  
1. FIELD ADJUST LANDSCAPE MATERIALS TO ALLOW FULL GATE FUNCTION.

1 STREETScape SECTION  
9TH STREET  
Scale: 1/2" = 1'-0"

SINGLE FILE PLANT MIX GRADATIONS (50:40:10)				CRUSHED AGGREGATE BASE GRADATIONS			
PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES				PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES			
SIEVE SIZE	NOMINAL MAXIMUM SIZE	MIN.	MAX.	SIEVE SIZE	NOMINAL MAXIMUM SIZE	MIN.	MAX.
3/8"	3/8"	100	100	3/8"	3/8"	100	100
1/2"	1/2"	100	100	1/2"	1/2"	100	100
3/4"	3/4"	100	100	3/4"	3/4"	100	100
1"	1"	100	100	1"	1"	100	100
1 1/2"	1 1/2"	100	100	1 1/2"	1 1/2"	100	100
2"	2"	100	100	2"	2"	100	100
2 1/2"	2 1/2"	100	100	2 1/2"	2 1/2"	100	100
3"	3"	100	100	3"	3"	100	100
3 1/2"	3 1/2"	100	100	3 1/2"	3 1/2"	100	100
4"	4"	100	100	4"	4"	100	100
4 1/2"	4 1/2"	100	100	4 1/2"	4 1/2"	100	100
5"	5"	100	100	5"	5"	100	100
5 1/2"	5 1/2"	100	100	5 1/2"	5 1/2"	100	100
6"	6"	100	100	6"	6"	100	100
6 1/2"	6 1/2"	100	100	6 1/2"	6 1/2"	100	100
7"	7"	100	100	7"	7"	100	100
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15"	15"	100	100	15"	15"	100	100
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17"	17"	100	100	17"	17"	100	100
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18"	18"	100	100	18"	18"	100	100
18 1/2"	18 1/2"	100	100	18 1/2"	18 1/2"	100	100
19"	19"	100	100	19"	19"	100	100
19 1/2"	19 1/2"	100	100	19 1/2"	19 1/2"	100	100
20"	20"	100	100	20"	20"	100	100

NOTE: ORIGINAL AND ARTISANAL ROADWAYS SHALL BE A 3/4\"/>

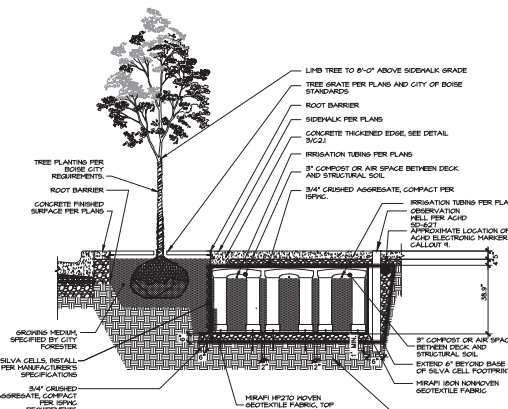
2 ASPHALT PAVING - S. 9TH ST.  
Scale: 1/4" = 1'-0"



3 NOT USED  
Scale: 1/2" = 1'-0"

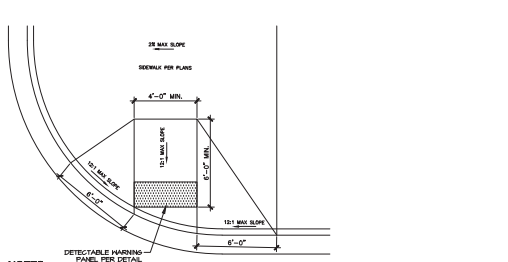


ROAD FRONTAGE PLAN- 9TH ST  
Scale: 1" = 10'-0"



NOTE:  
1. PLANT TREE IN CENTER OF BRATE / WELL.  
2. REFER TO 02050000 TREE PLANTING DETAIL FOR ADDITIONAL INFORMATION AND REQUIREMENTS.  
3. REFER TO ACID STORMWATER DESIGN GUIDELINES AND BMP #33 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.  
4. MIN ASSEMBLY MAINTAINS TYPICAL 2' SPACING BETWEEN CELLS AT THE BASE, PER DEEP ROOT STANDARDS.  
5. TREE CELLS ARE NOT DESIGNED TO ACCEPT STORMWATER.

4 TREE / STORMWATER CELLS SECTION  
NOT TO SCALE



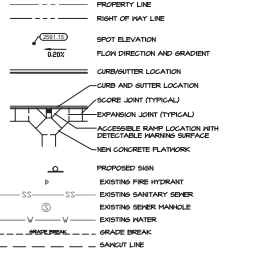
NOTES:  
1. CURB ON RADIIUS MUST BE 6\"/>

5 ADA RAMP  
Scale: 1/4" = 1'-0"

ACHD STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE ADA COUNTY HIGHWAY DISTRICT (ACHD) RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE (2008) STANDARDS FOR PUBLIC WORKS CONSTRUCTION (SPWC) AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY STANDARDS, AND THE SPWC WILL BE ALLOWED, UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
2. ACID RILL INSPECT ALL IMPROVEMENTS WHICH FALL WITHIN THE ACHD RIGHT-OF-WAY OR EXISTING INCLUDING BUT NOT LIMITED TO STORM DRAIN CONSTRUCTION, TRENCH BACKFILL, PROCESSIONS, ROADWAY CONSTRUCTION AND CONCRETE WORK. ANY WORK TO BE DONE WITHIN THE EXISTING RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE EXISTING RIGHT-OF-WAY CONSTRUCTION SPECIFICATIONS DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY ACHD CONSTRUCTION SERVICES 24HR INSPECTION STAFF, CONSTRUCTION, A MINIMUM OF 48 HRS PRIOR TO CONSTRUCTION STARTING.
3. TRAFFIC PLANE AND SHOULDER ASSOCIATED WITH THE CONSTRUCTION OF ANY UTILITY SHALL BE COORDINATED AND APPROVED THROUGH THE DISTRICT BEFORE START OF ACID, 200-387-6200, PRIOR TO INITIATING ANY CONSTRUCTION.
4. ACID INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. AS A REINDER, SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2.0%. THERE ARE NO TOLERANCES ALLOWED.
5. INDICATED DOWNS SHALL BE CONSTRUCTED ON ALL PEDESTRIAN MARKS WITHIN ACHD RIGHT-OF-WAY. DOWNS SHALL BE CAST INTO THE CONCRETE (SWAPPED CONCRETE AND ADHESIVE MATS NOT ALLOWED) AND SHALL BE COLORED TRAFFIC YELLOW.
6. ALL UTILITY IMPROVEMENTS ARE TO BE CONSTRUCTED TO ACCOMMODATE THE COLLAR REQUIREMENT PER SPWC 30-416 AND BE IN ACCORDANCE WITH SECTION 103 OF THE SPWC.
7. ALL WATER VALVES, BLOW-OFFS, AND MANHOLES SHALL BE GRADED AND PLACED SO AS NOT TO COLLECT WITH ANY CONCRETE CURB, GUTTERS, SIDEWALKS OR OTHER STREET IMPROVEMENTS.
8. UTILITY STREET CUTS IN PAVEMENT LESS THAN FIVE YEARS OLD ARE NOT ALLOWED UNLESS 48 HRS PRIOR TO CONSTRUCTION THE CONTRACTOR CONTACTS THE DISTRICTS UTILITY COORDINATOR AT 200-387-6200 FOR THE NECESSARY PERMITS FOR CONSTRUCTION.
9. REPAIR OR REPLACE ANY DAMAGED OR DEFICIENT FACILITIES ALONG LOGGIST GROVE ROAD AND RALPH STREET ADJOINING THE SITE.
10. CONSTRUCT ALL PAVEMENT MATCHES INCLUDING DRIVEWAY APPROACHES AND UTILITY GUT STREET REPAIRS WITHIN ACHD RIGHT-OF-WAY SHALL BE CONSTRUCTED TO MATCH THE EXISTING STREET PAVEMENT EXCEPT ON TO USE THE FOLLOWING: ORIGINAL ARTISANAL ROADWAYS SHALL BE A MINIMUM WITH 4\"/>

ROADWAY LEGEND

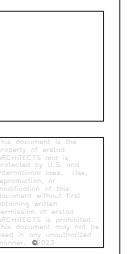
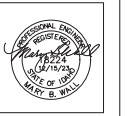


ACRONYM LEGEND

- HE MATCH EXISTING ELEVATION
- EDG EDGE OF PAVEMENT
- TOPG TOP OF CURB/BOTTOM OF CURB
- ROBOM ROOM OF RAMP/BOTTOM OF RAMP
- RM ELEVATION

CALLOUT LEGEND

1. SAWCUT EXISTING ASPHALT 2\"/>
2. CONSTRUCT ATTACHED SIDEWALK PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING SD-201 AND DETAIL 502.01 AND DETAIL 502.02. INCLUDE TACTILE MARKING SURFACE PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING SD-201.
3. CONSTRUCT VALLEY GUTTER PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING SD-201.
4. RELOCATED CORNER HEAD LIGHT POLE WITH TRAFFIC CONTING EQUIPMENT.
5. PROPOSED STREET LIGHT PER CITY OF BOISE STANDARDS. SEE ELECTRICAL PLAN.
6. CONSTRUCT PEDESTRIAN RAMP WITH 1:12 PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARDS, SPWC STANDED DETAIL SD-703 AND DETAIL 502.02. INCLUDE TACTILE MARKING SURFACE PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING SD-201.
7. SANDSTONE BENCH PER DETAIL 263.1.
8. SAW AND PROTECT EXISTING CONCRETE CURB.
9. CONSTRUCT TREE CELLS PER ACID 201 STORMWATER DESIGN GUIDELINES SECTION 8000 STANDARD DRAWING SDP #33 AND DETAIL 502.01. TREE GRATE PER SPECIFICATIONS AND CITY OF BOISE STANDARDS.
10. ACID IS INSTALLING ELECTRONIC HANDS ON EACH CORNER OF THE FACILITY. CONTRACTOR SHALL COORDINATE WITH ACID INSPECTOR FOR PLACEMENT OF HANDS DURING CONSTRUCTION AND BACKFILLING. ACID IS CURRENTLY SUPPLYING THE DEVICES.
11. CONSTRUCT COMMERCIAL DRIVEWAY APPROACH PER PLAN AND ACID 201 SUPPLEMENTAL SPECIFICATIONS AND STANDARDS.
12. CONSTRUCT VERTICAL CURB AND GUTTER PER ACID 201 SUPPLEMENTAL SPECIFICATIONS STANDARD DRAWING SD-703.
13. BENCH PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.
14. MOVABLE PLANTER PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.
15. LITTER RECEPTACLE PER SPECIFICATIONS AND DOWNTOWN BOISE STREETSCAPE STANDARDS.



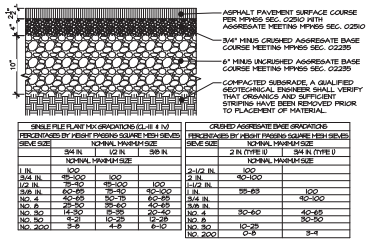
9th Street Improvements Set 1  
9th Street, south of River Street  
south half of block

revision:  
no. desc. date

project: 231104  
date: 12.22.23  
drawn:

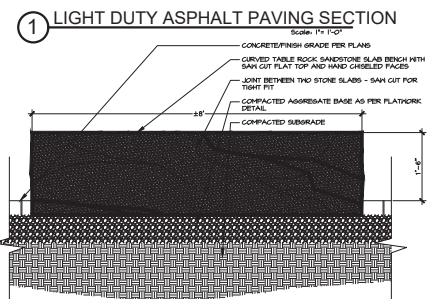
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ROAD FRONTAGE PLAN- 9TH ST  
C2.1

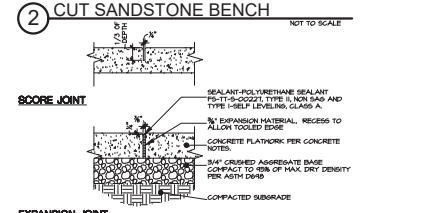


**SHRUB/PLANTING GRADATIONS (L&L 4.1)**

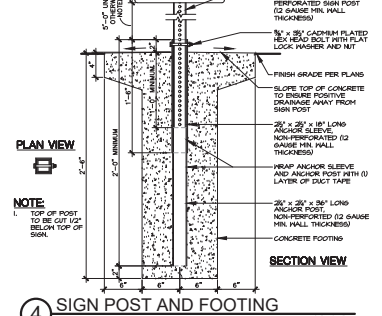
SELECTION	3/4\"/>
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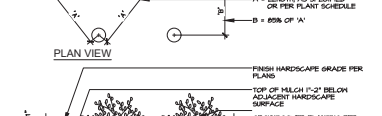
**NOTES:**  
 1. NOTIFY LANDSCAPE ARCHITECT WHEN PLACING BOLLERS FOR APPROVAL.  
 2. PLACE BOLLERS PRIOR TO INSTALLATION OF IRRIGATION SYSTEM.  
 3. CLEAN ALL BOLLERS OF DIRT AND LOOSE DEBRIS.  
 4. DO NOT SCRAPE OR DAMAGE BOLLERS.  
 5. BOLLER TO BE APPROVED BY EITHER CLIENT OR LANDSCAPE ARCHITECT BEFORE INSTALLATION.



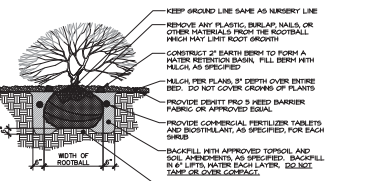
**EXPANSION JOINT**  
 NOTE:  
 1. REFER TO CONCRETE NOTES FOR 28 DAY COMPRESSIVE STRENGTH REQUIREMENTS.



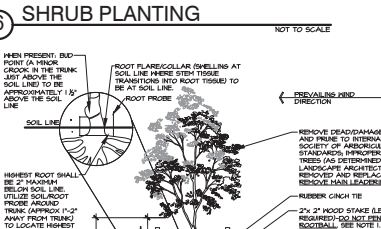
**NOTES:**  
 1. TOP OF POST TO BE CUT 1/2\"/>



**NOTES:**  
 1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER/AMERICAN TRIANGULAR PATTERN.  
 2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.



**NOTE:**  
 1. WATER SHRUB THREE TIMES WITHIN FIRST 24 HOURS.  
 2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

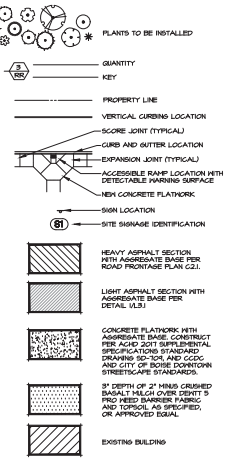


**NOTES:**  
 1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION, HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT THE TREE REMAINS STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION (WHICHEVER IS GREATER). ALL STAKES SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.  
 2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY IN THE DRAWINGS, NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.  
 3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OTHER PRIOR TO INSTALLATION OF PLANT MATERIAL.  
 4. WRAP RUBBER CATCH TRIP AROUND THE TREE TRUNKS AND SPACES USING EITHER THE STRANDS OR SQUARE EIGHT TYPING METHOD. SECURE THE TRIP TO THE STAKES WITH GALVANIZED WAILS TO PREVENT SLIPING.  
 5. WATER TREE THREE TIMES WITHIN THE FIRST 24 HOURS.  
 6. IN THE EVENT HUMAN SOLES PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.  
 7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0\"/>

**PLANT SCHEDULE**

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
<b>DECIDUOUS SHADE TREES</b>						
⊙	L5	3	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweet Gum	2' Cal. B&B	55' H X 6\"/>
⊙	L6	3	Liriodendron tulipifera 'FIS-Or'	Emerald City Tulip Poplar	2' Cal. B&B	55' H X 2\"/>
<b>SHRUBS, PERENNIALS, &amp; ORNAMENTAL GRASSES</b>						
⊙	GP	3	Cornus stolonifera 'Tarnor'	Arctic Fire Red Twig Dogwood	3 gal.	4' H X 4\"/>
⊙	H5	6	Helictotrichon sempervirens	Blue Oak Grass	1 gal.	3' H X 3\"/>
⊙	HO	12	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.	1' H X 3\"/>
⊙	NA	6	Nolina subulata 'Compact'	Compact Oregon Grape	3 gal.	2' H X 3\"/>
⊙	PS	3	Phlox subulata 'Cotton Candy'	Cotton Candy Creeping Phlox	1 gal.	6\"/>
⊙	V4	6	Vivca minor 'Manjarpurana'	Kire Parakeeta	1 gal.	6\"/>

**MATERIAL LEGEND**

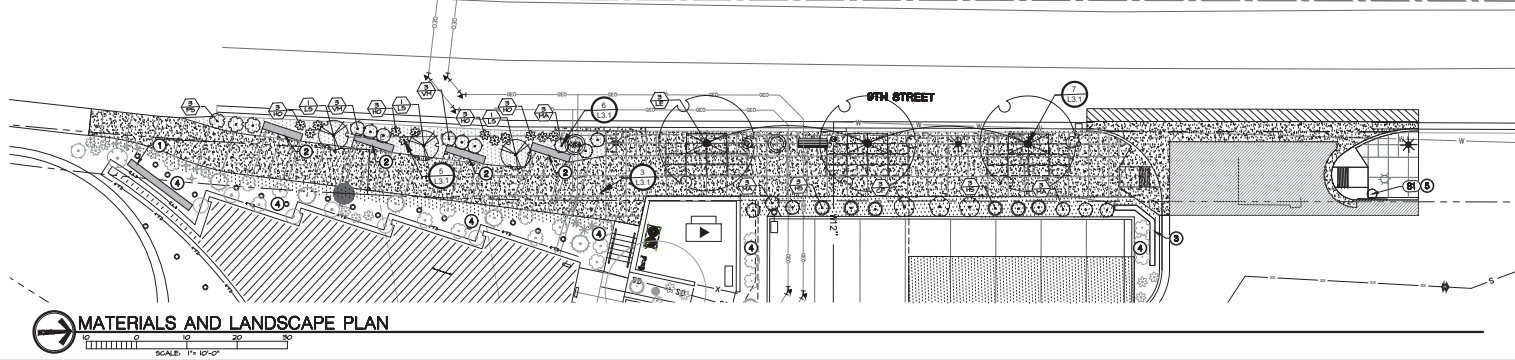
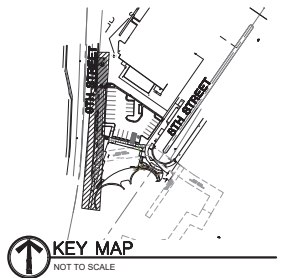


**SIGNAGE LEGEND**



**CALLOUT LEGEND**

- 1. RELOCATED EXISTING MONUMENT SIGN.
- 2. PROPOSED SANDSTONE BENCH, SEE DETAIL 2A.31.
- 3. PROPOSED MONUMENT SIGN BY OWNER.
- 4. LANDSCAPE IMPROVEMENTS IN THIS AREA ARE FOR THE MAJOR/CENTER FOR HUMAN RIGHTS CONSTRUCTION DOCUMENTS.
- 5. SIGN, SIGN POST AND FOOTING, SEE DETAIL 4B.1 TYPICAL.



PROFESSIONAL LANDSCAPE ARCHITECT'S SEAL & CERTIFICATION. THIS SEAL IS VALID FOR THE STATE OF OREGON. THE SEALING ARTIST HAS REVIEWED THIS DRAWING AND HAS DETERMINED THAT IT COMPLES ALL REQUIREMENTS OF THE OREGON BOARD OF PROFESSIONAL LANDSCAPE ARCHITECTS.

**9th Street Improvements Set 1**  
 9th Street, south of River Street  
 south half of block

revision:  
 no. desc. date

project: 231104  
 date: 12.22.23  
 drawn:  
 checked:

bid set

**MATERIALS AND LANDSCAPE PLAN**  
**L3.1**

city of boise

**IRRIGATION NOTES**

1. WITHIN 72 HOURS OF THE AWARD OF THE AVAILABILITY OF 20 GPM WITH 5' P.I. AT THE SOURCE AND 40 PSI AT THE EMITTERS, FIELD VERIFY IF THE SOURCE PRESSURE DOES NOT MEET THESE REQUIREMENTS CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY FOR CHANGE ORDER REQUIREMENTS.
2. ALL LATERAL LINES THAT ARE NOT LABELED SHALL BE 1/2" DIAMETER.
3. CONTRACTOR SHALL BE RESPONSIBLE TO RETURN TO ORIGINAL OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTORS RESPONSIBILITY.
4. CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH CIVIL, MECHANICAL AND ELECTRICAL ENGINEERING SHEETS.
5. CONTRACTOR SHALL INSTALLATION OF IRRIGATION CONDUIT AND SLEEVES UNDER HARD SURFACES WITH RESPECTIVE CONTRACTORS.
6. ALL SLEEVES SHALL BE INSTALLED IN PART OF IRRIGATION CONTRACT. APPROXIMATE LOCATION OF SLEEVES ARE SHOWN ON THE IRRIGATION PLAN. FIELD VERIFY LOCATION. ALL ENDS OF SLEEVES SHALL BE 1/2" ABOVE GRADE AND MARKED WITH A 2" PAINTED STAKE EXTENDING TO 2" ABOVE GRADE. SLEEVES SHALL BE EXTENDED A MINIMUM OF 18" BEYOND BACK OF CURB OR EDGE OF PAVEMENT. ALL SLEEVES SHALL BE 1/2" ABOVE GRADE AND MARKED WITH A 2" PAINTED STAKE EXTENDING TO 2" ABOVE GRADE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THIS WORK.
8. IRRIGATION CONTROL DEVICES ARE TO BE LOCATED AS SHOWN ON THE PLAN. CONTROLLERS SHALL BE WIRING TO POWER SUPPLY BY A LICENSED ELECTRICIAN PER LOCAL CODES. IRRIGATION CONTRACTOR TO PROVIDE ALL REQUIRED CONNECTIONS TO 24 VOLT IRRIGATION CONTROL. WIRE THE BUILDING THROUGH APPROPRIATE SIZE CONDUIT.
9. ALL ELECTRICAL WORK TO MEET OR EXCEED N.E.C. STATE CODES, LOCAL CODES, AND MANUFACTURERS RECOMMENDATIONS.
10. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ROCK AND DEBRIS BROUGHT TO THE SURFACE AS A RESULT OF TRENCHING OPERATIONS.
11. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAIL DRAWINGS FOR ADDITIONAL REQUIREMENTS.
12. ALL 24 VOLT POWER WIRES SHALL BE 1/4" AND CONTROL. ALL ABOVE GRADE 120 VOLT AND 24 VOLT WIRE SHALL BE IN PVC CONDUIT. ONE POWER WIRE SHALL BE PROVIDED BACK TO THE CONTROLLER FOR EACH VALVE. ALL GROUND WIRES SHALL BE #12 AWG COPPER. ALL 24 VOLT WIRES SHALL BE TAPPED TOGETHER AT TEN FOOT (10'-0") INTERVALS.
13. IRRIGATION CONTRACTOR SHALL PROVIDE A COMPLETE AS-BUILT DRAWING IN PDF FORMAT UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.
14. THE ENTIRE SYSTEM SHALL BE GUARANTEED TO BE COMPLETE AND PERFORM IN EVERY DETAIL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ITS ACCEPTANCE, REPAIR OR REPLACEMENT OF ANY DEFECTS OCCURRING WITHIN THE ONE YEAR SHALL BE FREE OF CHARGE TO THE OWNER.
15. AS PART OF THIS CONTRACT, PERFORM AT NO EXTRA COST WINTERIZATION AND SPRING START UP OF THE SYSTEM DURING THE GUARANTEE PERIOD (ONE YEAR).
16. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MANUFACTURERS AS SPECIFIED. NO ARCHITECTURAL SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT.
17. IRRIGATION CONTRACTOR SHALL MAKE NECESSARY MINOR FIELD ADJUSTMENTS TO PIPE AND OTHER IRRIGATION EQUIPMENT LOCATIONS TO FIT THE AS-BUILT SITE. ADJUST HEAD AND PIPE LOCATIONS AS REQUIRED TO AVOID DAMAGING EXISTING TREE ROOTS. ADJUSTMENTS SHALL DISBURSE HEAD TO HEAD COVERAGE AND NOT OVERSHOOT THE BUILDING OR OTHER IMPROVEMENTS.
18. IRRIGATION PIPING LAYOUT IS SCHEMATIC. INSOLE LINES ARE SHOWN BELOW PAVEMENT ADJACENT TO LANDSCAPE AREAS THEY SHALL BE LOCATED IN THE LANDSCAPE AREA UNLESS SHOWN WITH A SLEEVE SYMBOL.
19. BASE PLAN AND LOCATION OF EXISTING EQUIPMENT ARE SCHEMATIC IN NATURE. FIELD VERIFY ALL BASE AND EXISTING IRRIGATION ELEMENTS AND CONDITIONS PRIOR TO CONSTRUCTION AND PROVIDE NECESSARY ADJUSTMENTS.
20. ALL MAIN LINE FITTINGS SHALL BE LEADCO DUCTILE IRON PUSH ON TYPE UNLESS NOTED FOR LATERAL SERVICE (2" OR LARGER ONLY).
21. IN THE EVENT OF A DISCREPANCY, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.
22. ALL MAIN LINE FITTINGS SHALL BE SCHEDULE 40 SOLVENT FELD TYPE UNLESS NOTED FOR LATERAL SERVICE.
23. IN THE EVENT OF A DISCREPANCY, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.

**DRIP IRRIGATION NOTES**

1. ALL PLANTER BEDS SHALL BE IRRIGATED WITH AN IN-LINE EMITTER DRIP LINE IRRIGATION SYSTEM. NETAPP TYPICAL LAYOUT OF LATERALS AND EMITTERS. ALL TRENCHES IN THIS SYSTEM AREA ARE TO BE REINFORCED AND PROTECTED WITH 1/2" THICK POLYESTER CONCRETE. THE EMITTER SPACING SHALL BE TWENTY INCHES (2") AND THE EMITTER FLOWS ARE TO BE 38 GPH. LATERALS SHALL BE SPACED AT TWELVE INCHES (12").
  - A. A MANUAL DISC FILTER SHALL BE INSTALLED ON EACH ZONE SEE LEGEND FOR MODEL NUMBER. THE FILTER SHALL BE INSTALLED IN CONJUNCTION WITH AN ELECTRIC REMOTE CONTROL VALVE AS SPECIFIED (SIZE AS NOTED ON SCHEDULES). THE FILTER SHALL INCLUDE 120 HESH DISC FILTER RINGS. SEE DETAIL 6A.4.5.
  - B. ALL ZONES SHALL BE INSTALLED WITH A MANUAL LINE PLUMBING VALVE. INSTALL WITH COLLARE. SEE DETAIL 6A.4.5.
  - C. ALL TRENCHES SHALL BE STAMPED DOWN WITH 1/2" DIA. 3/4" DIA. STAKES EVERY 10' PLUS TWO ON EACH THE ELBOW OR CROSS.
  - D. THE CONTRACTOR IS RESPONSIBLE TO SCHEDULE A MEETING WITH THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH ANY IRRIGATION INSTALLATION IN ORDER TO REVIEW WORK TO THE ZONE. NO CHANGES IN MATERIAL, SPECIES OR TO THE DESIGN OF THE SYSTEM SHALL BE ALLOWED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
  - E. ALL PVC LATERAL LINES FROM VALVES TO EMITTERS ARE TO BE BARRIED AT MINIMUM DEPTH OF TWELVE INCHES (12"). SEE DETAIL 6A.4.5 FOR REQUIREMENTS. SEE P. 28 FOR NOTES ON THIS SHEET.
  - F. AFTER INSTALLATION OF THE IRRIGATION SYSTEM THE CONTRACTOR IS RESPONSIBLE TO PROVIDE THE OWNER WITH AS-BUILT LAYOUT AND DRAWINGS FOR MAINTENANCE OF THE DRIP SYSTEM.
  - G. PROVIDE DRIP LINE TO INSURE EACH BEDS AND THEY RECEIVED ADEQUATE IRRIGATION SO THAT THE OTHER ANCHOR OR TREES TO APPLY TO INSURE THE HEALTH OF ALL PLANT MATERIAL. SEE DRIP LINE AT 3" MIN BED ON GRADE. SEE DETAILS 6A.4.5 LOCATE DRIP LINE TO OBTAIN COMPLETE COVERAGE OF PLANTER AREAS. SEE DETAIL 6A.4.5. REFER TO NOTES, SPECIFICATIONS, AND DETAILS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

**SYSTEM OPERATIONAL NOTES**

**SYSTEM OPERATION (BASED ON HISTORICAL CLIMATE)**  
**CONTROLLER SETUP / WATERING SCHEDULE**  
 A CYCLING TECHNIQUE WILL BE USED FOR APPLICATION OF WATER. EACH STATION RUN TIME WILL BE APPLIED WITH THREE (3) DIFFERENT START TIMES. THEREFORE STATION RUN TIMES REFLECT ONE THIRD OF THE TOTAL APPLICATION. THE WATERING SCHEDULE SHALL BE MONDAYS, WEDNESDAYS AND FRIDAYS. SET CONTROLLERS FOR START TIME #1 AT 5:00 AM. MATINGS SHALL BE SCHEDULED DURING THE MORNING OF TUESDAYS THROUGH FRIDAYS. EXTEND WATER RUNTIME IF REQUIRED TO MEET PEAK WATER REQUIREMENTS.

**INITIAL STATION RUN TIMES:**  
 DRIP ZONE 1 THREE - 30 MINUTE CYCLES  
 THREE - 45 MINUTE CYCLES

**SYSTEM BALANCING**  
 AS THE SYSTEM OPERATES, SOME ZONES WILL BE WET WHILE OTHERS ARE DRY. ADJUST ONLY THOSE STATIONS WHICH REQUIRE ADDITIONAL OR LESS WATER. FOR EXAMPLE IF STATION 10 IS WET WHILE ZONE 10 IS ALWAYS DRY, CHANGE THE STATION RUN TIME FROM FIFTEEN (15) MINUTES TO SIXTEEN (16) MINUTES. CONTINUE MAKING ADJUSTMENTS UNTIL THE ZONE MOISTURE CONTENT IS ACCEPTABLE. USE NOZZLE CHANGES OR NOZZLE SCREEN ADJUSTMENTS TO ADJUST WET AND DRY AREAS WITHIN A ZONE.

**EXISTING IRRIGATION MATERIALS**

SYMBOL	DESCRIPTION
	EXISTING ELECTRIC REMOTE CONTROL VALVE TO REMAIN
	EXISTING 1" HANDLE TO REMAIN
	EXISTING LATERAL LINE TO REMAIN
	EXISTING SLEEVING
	EXISTING CONTROLLER VERIFY
	EXISTING GATE VALVE
	EXISTING FLOW SENSOR WITH INTERFACED NOZZLE AND MASTER VALVE
	EXISTING GAUGE COUPLING VALVE
	EXISTING MANUAL DRAIN VALVE
	EXISTING BACKFLOW PREVENTOR
	EXISTING DRIP ZONE

**IRRIGATION MATERIAL LEGEND**

SYMBOL	DESCRIPTION
	NETAPP CONTROL ZONE KIT, MODEL PLVCG2007S-RFP. ELECTRIC REMOTE CONTROL VALVE. SEE ZONE SCHEDULE FOR VALVE SPECIFICATIONS. SEE DETAIL 2A.4.5.
	HANDLE REMOTE CONTROL VALVE LABEL. (D = DRIP TO TURN SPRAY).
	SCHEDULE 40 SOLVENT FELD PVC LATERAL LINE. SIZE AS NOTED ON PLANS. PROVIDE ONE (1) MIN DRAIN AUTOMATIC DRAIN VALVE AT LOW POINT OF EACH LATERAL ZONE.
	SCHEDULE 40 IRRIGATION SLEEVE. SIZE AS INDICATED ON PLANS. PROVIDE AN ADDITIONAL 1/2" SLEEVE AT ALL MAIN LINE SLEEVE LOCATIONS FOR CONTROL PIPES.
	NETAPP COORDINATION TEE. SEE DETAIL 5A.4.5.
	NETAPP ICD SERIES 12-24 STATION AND SENSOR DEVICES. LOCATIONS PER PLANS. SEE DETAIL 5A.4.5.

**CALLOUT LEGEND**

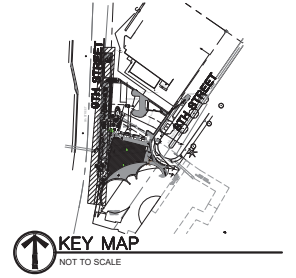
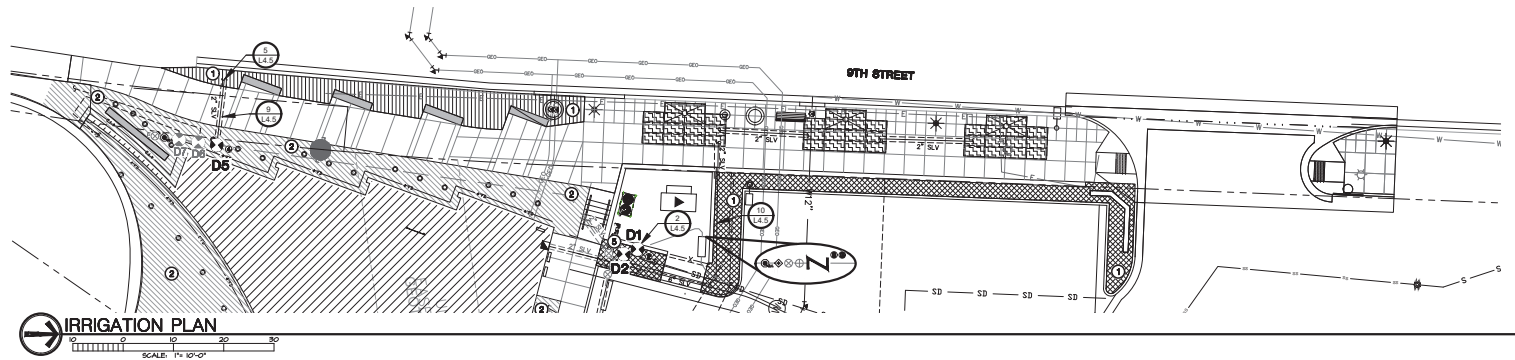
1. INSTALL "WATER" OPERATION INDICATOR STAKE AT END OF DRIP ZONE LINE TO INSURE PROPER FUNCTIONALITY. SEE DETAIL 5A.4.5.
2. IRRIGATION IMPROVEMENTS IN THIS AREA IS A PER THE WAGSWORTH CENTER FOR HUMAN RIGHTS PLANS.

**ZONE SCHEDULE**

ZONE #	GPM	PSI	VALVE SIZE
D1	1.00	57	PLVCG2007S-RFP
D2	2.00	57	PLVCG2007S-RFP
D3	3.00	57	PLVCG2007S-RFP

**DRIP MATERIAL LEGEND**

	DRIP ZONE ONE		DRIP ZONE FIVE
	DRIP ZONE TWO		



Professional Engineer  
 ARCHITECTS, INC. is  
 authorized to provide  
 information on this  
 information. This  
 information is not  
 intended to be used  
 as a substitute for  
 the original written  
 contract documents.  
 ARCHITECTS is prohibited  
 from providing any  
 other information on  
 this project.

**9th Street Improvements Set 1**  
 9th Street, south of River Street  
 south half of block

revision:	no.	desc.	date

project: 231104  
 date: 12.22.23  
 drawn:  
 checked:

bid set

IRRIGATION PLAN  
**L4.1**

**IRRIGATION PLAN**  
 SCALE: 1" = 10'-0"

city of boise







9th Street Improvements Set 1  
9th Street, south of River Street  
south half of block

revision:  
no. desc. date

project: 231104  
date: 12.22.23  
drawn:  
checked:

bid set

electrical  
cover

e0.00

city of boise

**ELECTRICAL GENERAL NOTES**

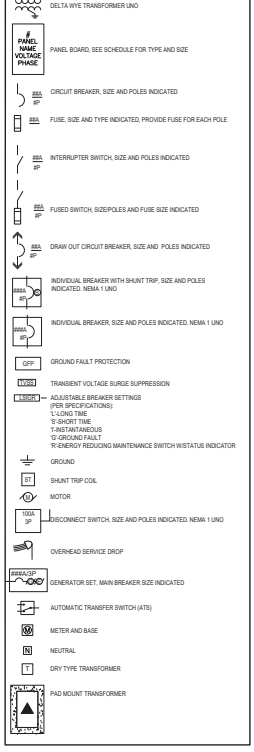
- THESE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE. THEREFORE, THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATION PRIOR TO ROUGH-IN.
- PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.
- TERMINATE ALL LOW-VOLTAGE CONDUITS WITH INSULATED THROAT BUSHING.
- CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. SEE CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION. COORDINATE WITH OTHER SITE DISCIPLINES.
- SITE LIGHTING AND UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS, PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.
- ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE. REFER TO TRENCHING DETAIL.

**ELECTRICAL ABBREVIATIONS**

- |          |   |
|----------|---|
| A        | AMPHRES   |
| AC       | IF ABOVE BACKSPLASH ABOVE FINISHED FLOOR  |
| AFG      | ABOVE FINISHED GRADE  |
| AFR      | ABOVE FINISHED GRADE  |
| AI       | AMP INTERRUPTING CAPACITY   |
| AMP      | AMPERES   |
| ATS      | AUTOMATIC TRANSFER SWITCH   |
| AWG      | AMERICAN WIRE GAUGE   |
| BD       | BOTTOM OF DECK  |
| BS       | BOTTOM OF STRUCTURE   |
| C        | CEILING MOUNTED CONDUIT   |
| CB       | CIRCUIT BREAKER   |
| CF       | COMPACT FLUORESCENT   |
| CHT      | CIRCUIT   |
| CO       | CONDUIT ONLY. PROVIDE PULL-LINE   |
| COB      | CORNER TRANSFORMER  |
| CTL      | CONTROL   |
| DC       | DIRECT CURRENT  |
| ED       | EMERGENCY DETAIL  |
| EDT      | EMERGENCY DETAIL  |
| EDT      | DOUBLE THIN FUSE  |
| E        | EMERGENCY   |
| EC       | EXISTING ELECTRICAL CONTRACTOR  |
| EL       | ELECTRICAL LIGHT  |
| F        | FUSE  |
| FACP     | FIRE ALARM CONTROL PANEL  |
| GROUND   | GROUND  |
| GF       | GROUND FAULT CIRCUIT INTERRUPTER  |
| GFI      | GROUND FAULT INTERRUPTER  |
| HH       | HAND HOLE   |
| HS       | HIGH PRESSURE DISCHARGE   |
| HPS      | HIGH PRESSURE SODIUM  |
| HVAC     | HEATING, VENTILATION, & AIR CONDITIONING  |
| I        | INSULATED   |
| PCO      | INDIVIDUAL POWER COMPANY  |
| J-BOX    | JUNCTION BOX  |
| KA       | KILOWATT  |
| KL       | KILOVAULT   |
| NW       | NIGHT LIGHT   |
| NWH      | NIGHT LIGHT HOUR  |
| LCP      | LIGHTING CONTROL PANEL  |
| MB       | MAIN BREAKER  |
| MBS      | MAIN SERVICE BREAKER  |
| MCC      | MOTOR CONTROL CENTER  |
| MCP      | MAIN DISTRIBUTION PANEL   |
| MEL      | METAL ENCLOSURE   |
| MHC      | METAL HOLLOW CHANNEL  |
| MSE      | MAIN SWITCHBOARD  |
| MTS      | MOUNTING  |
| N        | NEUTRAL   |
| N        | NEW   |
| NC       | NATIONALLY CODED  |
| NEC      | NATIONAL ELECTRICAL CODE  |
| NC       | NOT IN CONTACT  |
| NL       | NIGHT LIGHT   |
| NO       | NORMALLY OPEN   |
| NTS      | NOT TO SCALE  |
| OH       | OVERHEAD  |
| OS       | OCCUPANCY SENSOR  |
| P        | POLES   |
| PC       | PHOTO-CONTROL   |
| PVC      | POLYVINYL CHLORIDE  |
| POWER    | POWER   |
| R        | REFERENCE   |
| REC      | RECEPTACLE  |
| RI       | RELOCATED   |
| SF       | SQUARE FEET   |
| TBD      | TO BE DETERMINED  |
| TDR      | TIME DELAY RELAY  |
| TR       | TRUCK   |
| TR       | TAMPER RESISTANT  |
| TSP      | TIMED SHESSED PAIR  |
| TR       | TRIPLE TEE  |
| TTB      | TELEPHONE TERMINAL BOARD  |
| (TR)     | TRIP  |
| UC       | UNDERCABINET  |
| UG       | UNDERGROUND   |
| UNL      | UNLESS NOTED OTHERWISE  |
| V        | VOLT  |
| VA       | VOLT-AMPERE   |
| W        | WIRE  |
| WG       | WIRE GUARD  |
| WSP      | WEATHER PROOF NEMA 3R   |
| PROVIDED | PROVIDE AND INSTALL. PROVIDED AND PROVIDED BY. INSTALLED BY. PROVIDED AND INSTALLED BY. |
| INSTALL  | INSTALL.  |

NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

**ONE LINE**



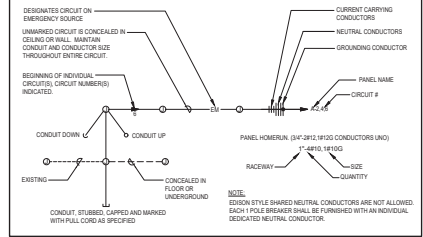
**DEVICES**

- |    |   |
|----|---|
| SI | SWITCH. TYPE AS INDICATED. *H=HFP   |
| 2  | DOUBLE POLE   |
| 3  | 3-WAY   |
| 4  | 4-WAY   |
| K  | KEY   |
| P  | PULL LIGHT  |
| D  | DIMMER  |
| H  | HOT-POWER RATED   |
| TO | TO TERMINAL OVERLOAD  |
| LV | LOW VOLTAGE   |
| OS | OCCUPANCY SENSOR  |
| OV | OVER VOLTAGE. MOMENTARY OVERVOLTAGE   |
| VS | VOLTAGY SENSOR  |
| +  | SUPERSHOT. INDICATES LIGHTS TO BE SWITCHED TOGETHER   |
| DL | DUAL LEVEL SWITCHING. INSIDE AND OUTSIDE LAMPS OF FUTURE TO BE SWITCHED SEPARATELY  |
| DL | DUAL LEVEL SWITCHING WITH OCCUPANCY SENSOR. INSIDE AND OUTSIDE LAMPS OF FUTURE TO BE SWITCHED SEPARATELY  |
| OS | OCCUPANCY SENSOR WITH MANUAL DIMMING. SET FOR 50% AUTOMATIC. AUTOMATIC OFF. WITH MANUAL DIMMING.  |
| +  | SINGLE CONVENIENCE OUTLET. *H= AFF UNO  |
| +  | FLOOR MOUNT SINGLE CONVENIENCE OUTLET   |
| +  | DUPLEX CONVENIENCE OUTLET. *H= AFF UNO  |
| +  | FLOOR MOUNT DUPLEX CONVENIENCE OUTLET   |
| +  | EMERGENCY DUPLEX CONVENIENCE OUTLET. *H= AFF UNO  |
| +  | SWITCHED DUPLEX CONVENIENCE OUTLET. *H= AFF UNO   |
| +  | FLOOR MOUNT SWITCHED DUPLEX CONVENIENCE OUTLET  |
| +  | USB DUPLEX CONVENIENCE OUTLET. *H= AFF UNO  |
| +  | USB FOUR-PLX CONVENIENCE OUTLET. *H= AFF UNO  |
| +  | FLOOR MOUNT FOUR-PLX CONVENIENCE OUTLET   |
| +  | FLOOR MOUNT FOUR-PLX CONVENIENCE OUTLET   |
| +  | CONNECTION POINT TO EQUIPMENT SPECIFIED. ELECTRICAL CONTRACTOR TO SUPPLY RACEWAY AND CONDUCTORS AND MAKE FINAL CONNECTION TO EQUIPMENT UNDER THIS SECTION UNO |
| +  | FLOOR MOUNTED CONNECTION POINT. SEE NOTE ABOVE FOR REQUIREMENTS   |
| +  | FLOOR MOUNTED JUNCTION BOX  |
| +  | JUNCTION BOX  |
| +  | WALL MOUNTED PUSH-BUTTON. MOUNT AT SWITCH HEIGHT UNO  |
| +  | WALL MOUNTED PUSH-BUTTON. HANDICAPPED MOUNT AT SWITCH HEIGHT UNO  |
| +  | WALL MOUNTED PUSH-BUTTON. MOUNT AT SWITCH HEIGHT UNO  |
| +  | MOTOR STARTER/CONTACTOR. SIZE/POLES NEMA 1 UNO AS INDICATED   |
| +  | COMBINATION STARTER AND DISCONNECT. SIZE/POLES, STARTER SIZE AS INDICATED. NEMA 1 UNO   |
| +  | FUSED DISCONNECT SWITCH. SIZE/POLES, FUSE SIZES AS INDICATED. NEMA 1 UNO  |
| +  | NON-FUSED DISCONNECT. SIZE/POLES AS INDICATED. NEMA 1 UNO   |
| +  | THEMISTAT. *H= AFF PROVIDE CONDUIT. J-BOX. CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS. UNO COORDINATE WITH DIVISION 15.                               |
| +  | HANDHELD. *H= AFF PROVIDE CONDUIT. J-BOX. CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS  |
| +  | POWER POLE - DUAL CHANNEL   |
| +  | RECESSED ENTERTAINMENT BOX  |
| +  | TRANSFORMER   |
| +  | PANELBOARDS. SEE SCHEDULE FOR TYPE  |
| +  | EQUIPMENT CABINET. SURFACE MOUNTED  |
| +  | EQUIPMENT CABINET. FLUSH MOUNTED  |
| +  | SURFACE MULTI-OUTLET RACEWAY  |
| +  | MECHANICAL EQUIPMENT CALL OUT   |
| +  | KITCHEN EQUIPMENT CALLOUT   |

**ELECTRICAL LEGEND - LIGHTING**

- REFERENCE FIXTURE SCHEDULE FOR MOUNTING TYPE, MOUNTING HEIGHT, AND FIXTURE TYPE.
- DOUBLE FACE EXIT SIGN. CEILING MOUNTED. PROVIDE UNSWITCHED CONDUCTOR.
  - WALL MOUNTED DOUBLE FACE EXIT SIGN. PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT 4'-0" UNO.
  - SINGLE FACE EXIT SIGN. CEILING MOUNTED. PROVIDE UNSWITCHED CONDUCTOR.
  - WALL MOUNTED SINGLE FACE EXIT SIGN. PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT 4'-0" UNO.
  - ARROW INDICATES DIRECTION TO BE SHOWN ON SIGN.
  - 1'X1' LIGHT FIXTURE.
  - 1'X1' LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - TRACK LIGHT.
  - 1'X1' LIGHT FIXTURE.
  - 1'X1' LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - 2'X1' LIGHT FIXTURE.
  - 2'X1' LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - 2'X2' LIGHT FIXTURE.
  - 2'X2' LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - 2'X2' LIGHT FIXTURE.
  - 2'X2' LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - RECTANGULAR LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - RECTANGULAR LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - STRIP LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.
  - STRIP LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - WALL MOUNTED LIGHT FIXTURE.
  - WALL MOUNTED LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - RECESSED LIGHT FIXTURE.
  - RECESSED LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - ROUND LIGHT FIXTURE.
  - ROUND EMERGENCY LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - WALL MOUNTED LIGHT FIXTURE.
  - WALL MOUNTED EMERGENCY LIGHT FIXTURE. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.
  - POLE LIGHT 1 HEAD WITH POLE.
  - TIME CLOCK.
  - PHOTO CONTROL CELL LOCATED 12" ABOVE ROOF FACING NORTH.
  - OCCUPANCY SENSOR. PROVIDE RELAYS AND POWER PAKS AS REQUIRED.
  - LED DRIVER.
  - EMERGENCY EGRESS LIGHTING WITH OUT FUTURE HEADS. CONNECT TO AN UNSWITCHED CONDUCTOR.
  - EMERGENCY EGRESS LIGHTING. CONNECT TO AN UNSWITCHED CONDUCTOR.
  - EMERGENCY EGRESS LIGHTING. CONNECT TO AN UNSWITCHED CONDUCTOR.
  - WALL MOUNTED SINGLE FACE EXIT SIGN WITH EMERGENCY EGRESS LIGHTING. PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT 4'-0" UNO.
  - CEILING MOUNTED SINGLE FACE EXIT SIGN WITH EMERGENCY EGRESS LIGHTING. PROVIDE UNSWITCHED CONDUCTOR.
  - CEILING MOUNTED DOUBLE FACE EXIT SIGN WITH EMERGENCY EGRESS LIGHTING. PROVIDE UNSWITCHED CONDUCTOR.
  - XXX INDICATES FIXTURE TYPE. REFER TO FIXTURE SCHEDULE.
  - EXTERIOR WALL PACK.
  - EMERGENCY EXTERIOR WALL PACK. PROVIDE EMERGENCY BATTERY BACKUP CONNECTED TO AN UNSWITCHED CONDUCTOR.

**CIRCUITING SYMBOLS**



NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL SYMBOLS. SOME OF THE SYMBOLS SHOWN MAY NOT HAVE BEEN USED IN THIS DRAWING PACKAGE.



**JUNCTION BOXES**  
 Effective May 18, 2017

Note: Junction boxes used at the service connections to Idaho Power must not have a metal lid.

**SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS**

Manufacturer	Use Locations	Part Number
Idaho Precast Concrete	Roadway, Driveway Sidewalk	S-407 ADA S-407

**SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL**  
 (May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Sidewalks	Type H1324-18
Hubbell Per System	Sidewalks	PG1324H400

**LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL**  
 (May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Landscape Area (9" Round)	Carson 910-1D-4BE
	Landscape Area (19" x 14")	Carson 1419-12-4BE

**WIRE CONNECTORS FOR UNDERGROUND**



- 1 In / 1 Out
- 2 Port
- 3 Port
- 4 Port
- 1 In / 2 Out

Part Number
NSI ISPB200
NSI ISPB20-2
NSI ISPB20-3
NSI ISPB20-4
NSI ISPB200

HOMAC USL 30

**APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING**  
 January 2022

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products.

Part numbers listed for fixtures have the correct light color and the correct fixture color. Please verify part numbers with the vendors to ensure you are getting what you include the correct mounting hardware and color for your application.

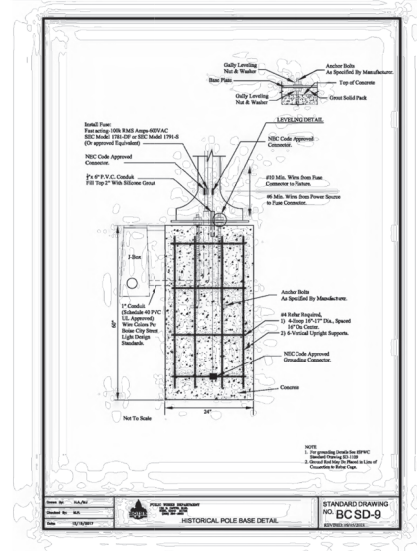
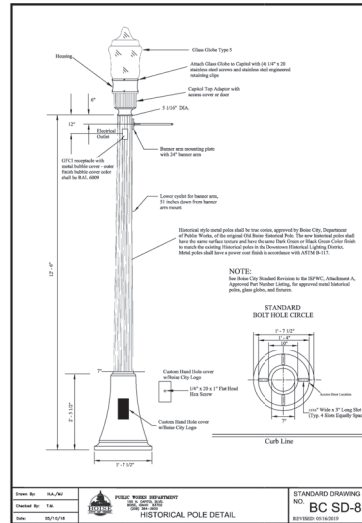
Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

**HISTORICAL POLES AND LIGHTS**

Includes pole, capitol adapter (if applicable), weatherproof duplex GFCI outlet with TAYMAC bubble cover cat # MX52805 or equal, breakaway banner arm, lower eyelet 3/4" below banner arm, (4) stainless steel clips with (5) stainless steel screws, and custom hand hold cover with Boise City Logo. Historic light poles are exempt from the LED wattage labeling requirements. Light pole and all components shall be RAL 6009 color. Ten-year fixture warranty required. All poles will be elevated more than 1" from the ground and they will be grounded.

**HISTORICAL LIGHT POLES, FIXTURES, AND GLOBES**

Manufacturer	Holophane	Complete Pole *	Part Number
		Holophane LED Globe, Modern base *	DV32 P23 50K AS M RAL6009 5 NNU RFD26660
		Pole*	S245 Luminaire 50 watts 134 low
		Banner Arm*	HB120 1-6 LABP07COLD107811-ROXXY 500XV EDOXXY RFD26759
		Eyebolt*	BAB 25B1 DGRG RFD236759
		Receptacle*	EBBDDGRG RFD236759
		Holophane Globe only	FGIUB-SOGRG RFD236759 Granville OVEN Glass



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**9th Street Improvements Set 1**  
 9th Street, south of River Street  
 south half of block

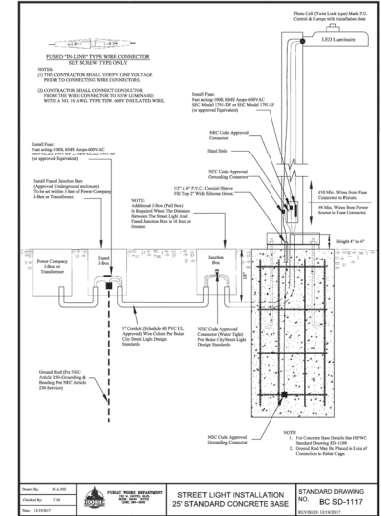
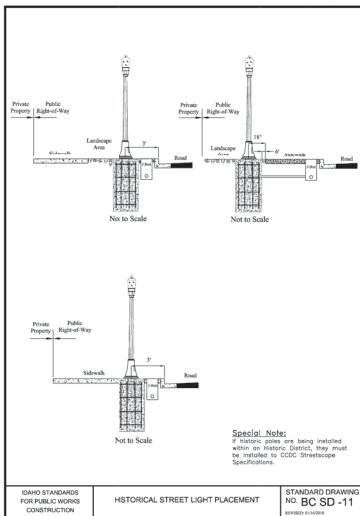
revision:  
 no. desc. date

**inspections**  
 • Call Public Works Inspections of 208-608-7549 to schedule inspections  
 • Contractor must be onsite for all inspections  
 • Arc Fault current shall be labeled at Pole and/or cabinet

**Website**  
 CityOfBoise.org → Public Works → Development Permits or Requirements → Street Lights  
 Please contact Tom with any questions.  
 208-608-7528  
 tom.marshall@cityofboise.org

project: 231104  
 date: 12.22.23  
 drawn:  
 checked:  
 bid set

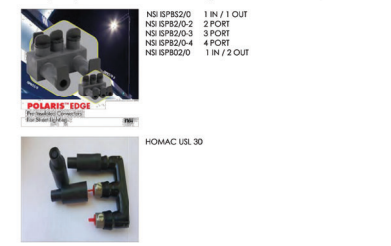
boise  
 historical  
 lighting  
 details  
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**City of Boise Public Works Street Light Requirements**  
 September 1, 2019

- Conductor**  
 All conductors in Cabinets, Junction Boxes, and Conduits shall be AWG # 6 copper AWG # 10 conductors shall only be used inside light poles
- Neutral wire shall be white NEC 200.6
  - The SPWC does not allow phase tape to be used
  - NEC states the Grounding wire shall be green
- Circuits**  
 • Lighting circuits are 30A 2P NOT 120V for meter cabinets  
 • "A" phase is Black  
 • "B" phase is Red  
 • Receptacle conductors are Blue & White
- Bonding**  
 • NEC 250-148 Continuity and Attachment of Equipment Grounding Conductors to Boxes & their cover with the use of a # 6 compression lug.  
 • Light pole, Pole Base, and Fixture shall be connected to the Grounding Wire
- EXCEPTIONS**  
 • No times in meter cabinets  
 • City of Boise Planning and Development Services Electrical Inspector (208-608-7070) must inspect all cabinets before a final inspection by Public Works  
 • Must have Electrical permit for new service

**Wire Connectors**  
 The only acceptable wire connectors for all underground installations for street lights:



**Historical poles**

- Must have GFCI receptacles with TayMac Metal Bubble cover (MX52805) with outer finish color RAL6009.
- Must have Banner Arm, Eye Bolt
- See Drawing BC SD-8 & BC SD-9, poles must be elevated more than 1" from the ground, and must be grounded around the base of the pole.

**inspections**

- Call Public Works Inspections of 208-608-7549 to schedule inspections
- Contractor must be onsite for all inspections
- Arc Fault current shall be labeled at Pole and/or cabinet

**Website**  
 CityOfBoise.org → Public Works → Development Permits or Requirements → Street Lights  
 Please contact Tom with any questions.  
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 tom.marshall@cityofboise.org

city of boise



THE CITY OF BOISE HAS REVIEWED THIS SET OF ARCHITECTURE FOR CONFORMANCE WITH THE CITY OF BOISE DESIGN STANDARDS. THIS REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWINGS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

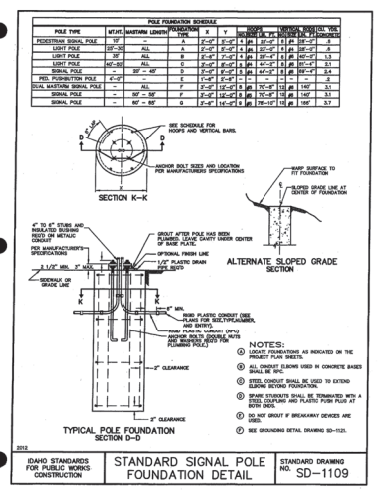
**9th Street Improvements Set 1**  
 9th Street, south of River Street  
 south half of block

revision:  
 no. desc. date

project: 231104  
 date: 12.22.23  
 drawn:  
 checked:

bid set

boise  
 historical  
 lighting  
 details  
**e1.02**



**CITY OF BOISE SPECIFICATIONS FOR LIGHT EMITTING DIODE (LED) STREET LIGHTING**  
 Effective 1 Feb, 2019

**LIGHT EMITTING DIODE (LED) LUMINAIRES FOR ROADWAY TYPE ILLUMINATION**

**A. Testing and Compliance / Manufacturer**

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivalent.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility or manufacturer must provide a copy of company workmanship standards and or quality control manual.
- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.

**B. Fixture Construction**

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weigh more than 44 lbs. when fully assembled.
- Design will not trap water.
- When installed, simple access to internal components (terminal block, over surge protector). Approved fixtures for installation are on the street light approved fixture and materials listing on the City of Boise website.

**C. Electrical Requirements**

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) of 50/60 Hz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).
- The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- A terminal block for terminating pole wiring to the luminaire is required, the terminal block shall be a 3 station, tunnel lug terminal block that will accommodate #1 thru #18 AWG wire.

**D. LED Performance Requirements**

1. The luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) of 50/60 Hz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
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- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).
- The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- A terminal block for terminating pole wiring to the luminaire is required, the terminal block shall be a 3 station, tunnel lug terminal block that will accommodate #1 thru #18 AWG wire.

In the luminaire mounting assembly.

- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.
- Fixture will have completely sealed optical system with an IP rating of 65 or greater.
- Fixture to have NEMA Photocontrol receptacle for either NEMA shorting cap or NEMA photocontrol.
- Fixture shall provide a type 3 light distribution pattern.

**D. LED Performance Requirements**

1. The luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) of 50/60 Hz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).
- The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- A terminal block for terminating pole wiring to the luminaire is required, the terminal block shall be a 3 station, tunnel lug terminal block that will accommodate #1 thru #18 AWG wire.

shall meet the Chromaticity requirements as follows:

- The standard color for the LED luminaire shall be white. The color shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 3000K for residential and 4000K for Arterial and Collector streets.
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installation.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an independent test lab.
- The luminaire must have a minimum efficacy of 112 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 60,000 hours of operation based on TM-21 data.

**E. Warranty**

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LED fail within the warranty period, the luminaire must be repaired or replaced.

**2. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR HISTORIC DECORATIVE ILLUMINATION**

**A. Testing and Compliance / Manufacturer**

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivalent.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility and must provide a copy of company workmanship standards and or quality control

manual.

- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.
- Manufacturer must have website with downloadable specification sheets and photometric (IES) files.

**B. Fixture Construction**

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weigh more than 50 lbs. when fully assembled.
- Design will not trap water.
- Fixture must be capable of mounting on top of the current approved Boise Historic Light Pole, standard drawing BC SD-8 without any field modification. Current approved poles are on the "Street Light Approved Fixtures and Materials" list on the Boise website, Decorative Cast-pole drawing BC SD-8.
- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.

**C. Electrical Requirements**

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) of 50/60 Hz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).

The power supply (electronic driver) will have self-limited short circuit protected and overload protected.

- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- Connectors shall be accomplished using standard connections and fittings, meeting NEC electrical codes. These connections must be robust and utilize vibration resistant mechanisms.

**D. LED Performance Requirements**

1. Shall meet the Chromaticity requirements as follows:  
 The standard color for the LED luminaire shall be white. The color shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 5000K
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an independent test lab.
- The luminaire must have a minimum efficacy of 115 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 75,000 hours of operation based on TM-21 data.

**E. Warranty**

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LEDs within the warranty period the luminaire must be repaired or replaced.

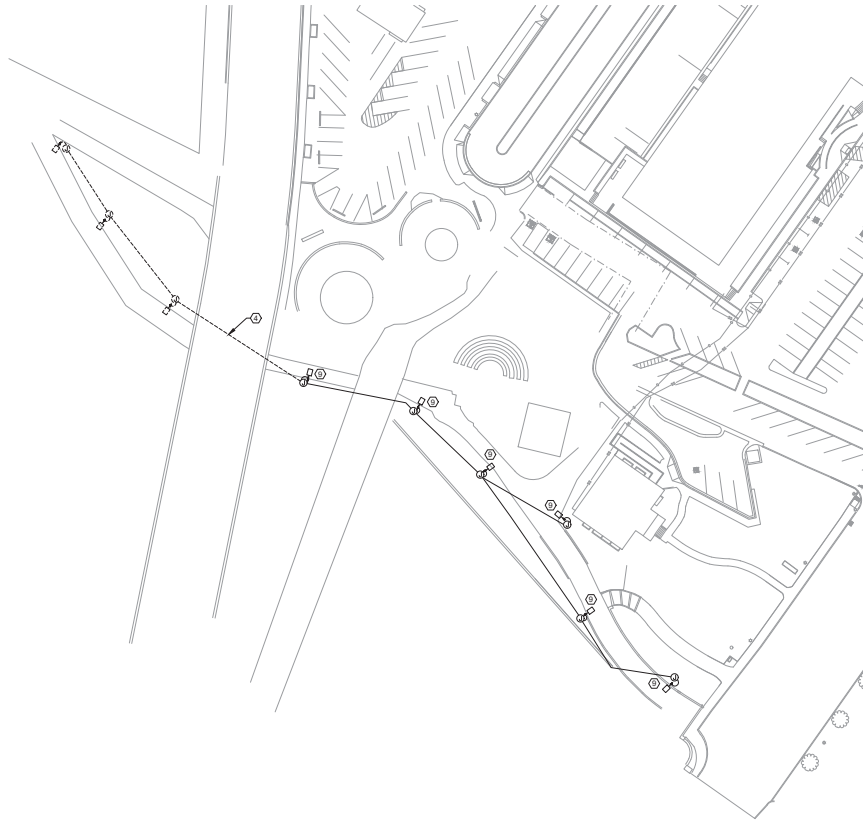
city of boise

**GENERAL NOTES**

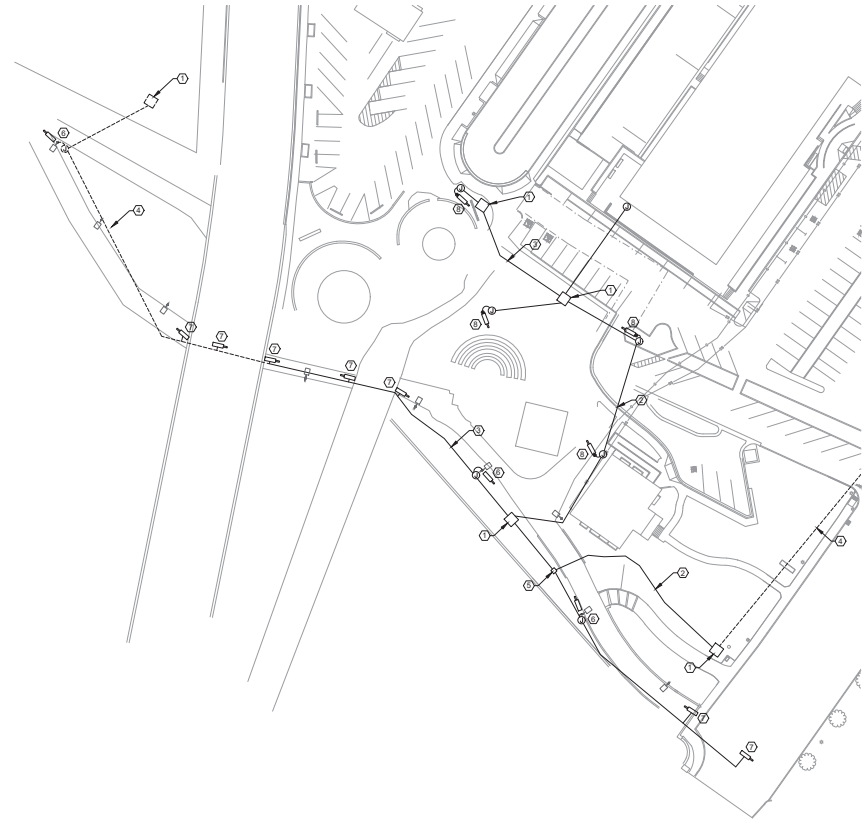
- A. THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATIONS WITH OTHER TRADES PRIOR TO ROUGH-IN. COORDINATE EXACT CAMERA LOCATIONS WITH CITY OF BOISE SECURITY.
- B. ALL CONDUIT AND JUNCTION BOXES ARE TO BE CONCEALED WHEREVER POSSIBLE. ROUTING OF SURFACE MOUNTED RACEWAY MUST BE APPROVED BY THE CITY AND ARCHITECT FOR EACH LOCATION. WHERE APPROVED, UTILIZE RIGID CONDUIT.
- C. WHERE NEW DEVICES ARE SHOWN FOR INSTALLATION ON EXISTING SURFACES, ELECTRICAL CONTRACTOR IS RESPONSIBLE TO COORDINATE CUTTING, PATCHING, AND REPAIR OF EXISTING SURFACE WITH OTHER TRADES.

**Ⓢ SHEET WORK NOTES**

- 1. 7' X 7' CONCRETE PULL BOX
- 2. (4) 2" CONDUITS
- 3. (2) 2" CONDUITS
- 4. DASHED LINES DENOTE WORK BY OTHERS
- 5. 3' X 3' CONCRETE PULL BOX
- 6. CAMERA MOUNTED TO LIGHT POLE
- 7. CAMERA MOUNTED TO BRIDGE STRUCTURE
- 8. CAMERA MOUNTED TO SECURITY POLE
- 9. POLE LIGHT. REFER TO DETAIL ON SHEET E001



1 LIGHTING PLAN  
E100 1"=40' NORTH REF.



2 SPECIAL SYSTEMS PLAN  
E100 1"=40' NORTH REF.

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

City of Boise  
Public Works Department  
**South 8th Street Area Mobility Improvements**

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PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

03.01.2024  
PROJ.# | COB\_GREENBELT  
DESIGNED BY | VICTORINO  
DRAWN BY | VICTORINO  
REVIEWED BY | VICTORINO  
REVISIONS

ELECTRICAL SITE PLANS  
**E100**



**Exhibit C – Schedule of Eligible Expenses**

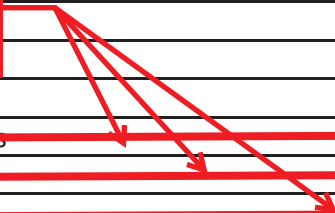
# Exhibit - Schedule of Eligible Expenses

Project: South 8th Street Connectivity

Date: 5/2/2024

Item	Description	Total Cost
<b>Greenbelt Realignment and Memorial Costs</b>		
	Site Traffic Control/ Closures	\$ 50,000
	Demolition, Earth Work and Site Prep	\$ 462,230
	Landscaping	\$ 100,000
	8th Street Improvements	\$50,000
	Hardscape Improvement (curb and gutters, sidewalks, pavers)	\$ 230,000
	Wayfinding	\$ 100,000
	<b>Sub-Total Costs:</b>	<b>\$992,000</b>
<b>Streetscape Construction Costs</b>		
	9th Street - North Improvements	\$450,000
	9th Street - South Improvements	\$350,000
	<b>Sub-Total Costs:</b>	<b>\$800,000</b>
<b>Infrastructure Upgrades</b>		
	Upgrades (Network, cabling, security)	\$200,000
	Improvements, Infrastructure	\$540,000
	<b>Sub-Total Costs:</b>	<b>\$740,000</b>
<b>Soft Costs</b>		
	<del>Professional Services Fees</del>	<del>\$300,000</del>
	<del>Permits</del>	<del>\$20,000</del>
	<del>Special Inspections</del>	<del>\$25,000</del>
	General Requirements (limited to 5% of hard costs)	126,600
	<b>Sub-Total Costs:</b>	<del>\$645,000</del>
	<b>Project Total:</b>	<b>2,658,600</b>
<b>Notes</b>		
	9th Street - North Improvements - Alternate #1	(\$450,000)
	<b>Base Bid Project Total:</b>	<b>\$2,727,000</b>

Ineligible expense per CCDC Participation Program Policy. Please remove from Exh C.







**AGENDA BILL**

<b>Agenda Subject:</b> Approve Resolution 1880: 617 Ash St. Erma Hayman House Artwork and Interpretive Signage. First Amendment to Type 4 Participation Agreement with Boise City Arts & History		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Megan Pape Project Manager	<b>Attachments:</b> 1) Resolution 1880 which includes the Amendment of the Contribution Agreement 2) Exhibit A – Department of Arts & History Memo 3) Exhibit B – Proposed Site Improvements	
<b>Action Requested:</b> Adopt Resolution 1880 approving the First Amendment to the 617 Ash St. Erma Hayman House Artwork and Interpretive Signage Type 4 Participation Agreement		

**Fiscal Notes:**

The amendment does not change any financial obligations of the original agreement.

**Background:**

CCDC purchased the Erma Hayman House in 2011 from Richard Madre, My. Hayman’s grandson for \$108,800, with the intent to preserve the home as a cultural asset that honored his grandmother and shared the history of the neighborhood. Prior to any redevelopment of the property the Agency took a series of important first steps including;

- Ongoing care for the historic structure during a decade of careful preservation including regular inspections, cleaning and maintenance of roof and building exterior, care, and maintenance of utilities year-round, and general protection against trespassing and vandalism of the vacant structure.
- An Archaeological dig in 2016, in collaboration with the University of Idaho, to learn more about the everyday life of residents in the neighborhood and preserve any important artifacts.
- Support of efforts by Preservation Idaho to create an artist in residence in 2014.
- The vacation of a dead-end alleyway in 2017 which helped unlock the full potential of the properties in the area.
- A lot line consolidation in 2017 to assemble the adjacent properties in preparation of a redevelopment effort focused to honor and respect the Hayman House cultural site.

The Agency gifted the property to the City of Boise in 2018 in a partnership to ensure the intention to permanently preserve the property came to fruition. Along with the property gift, the Agency provided the City with \$277,000 which was used to fund restorations, improvements,

operations, signage, and public art. In September of 2022, the Erma Hayman House officially opened as a city-owned cultural site. The Erma Hayman House links Boise’s history to national themes of race, class, and place. The Erma Hayman House exists as a space where it is possible to explore these issues and lesser-known stories amidst the backdrop of local history.

Boise City and CCDC have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective May 9, 2023 (the “Agreement”) for a project known as the 617 Ash St – Erma Hayman House Artwork and Interpretive Signage Project. The purpose of this partnership is to expand the interpretive programming by linking Boise’s history to national themes of race, class, and place, all while providing a backdrop of the neighborhood’s local history. The City has requested adjustments to the proposed exhibits in order to comply with city zoning requirements. These requested adjustments are described below:

- The City requested an extension to the term of the Agreement on April 22, 2024, extending the term so that this Agreement shall continue until either 1.) the completion of all obligations of each Party; or 2.) September 30<sup>th</sup> 2024, whichever comes first.
- The Boise City Department of Arts & History requested for an amendment to the Public Improvements described in Section 4 of the Agreement; to install a vinyl mural onto the wall facing Ash and River Streets as part of a rotating art program, in place of an outdoor projection system, due to traffic concerns.

Currently, the interpretive signs have been approved by CCDC and are in fabrication. With this amendment, Arts and History will complete all work and invoice CCDC within this fiscal year.

**Staff Recommendation:**

Staff recommends approval of Resolution 1880.

**Suggested Motion:**

I move to Adopt Resolution 1880 approving the First Amendment to the 617 Ash St. Erma Hayman House Artwork and Interpretive Signage Type 4 Participation Agreement with Boise City Arts & History.

**RESOLUTION NO. 1880**

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 FIRST AMENDMENT TO THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY, IDAHO FOR PUBLIC IMPROVEMENTS TO THE ERMA HAYMAN HOUSE AT 617 ASH STREET, BOISE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; 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, on May 8, 2023, the Agency Board adopted its Resolution 1821 approving a Type 4 Capital Improvement Reimbursement Agreement ("Agreement") with the City of Boise City for certain public improvements to the Erma Hayman House at 617 Ash Street, Boise, in the River Myrtle-Old Boise Urban Renewal District; and,

WHEREAS, the Agreement set forth certain funding assistance to the City by the Agency to add interpretive signage, an auxiliary lighting system to illuminate public art, and a projector to host temporary and rotating digital projection art; and,

WHEREAS, due to traffic concerns and City sign code requirements, the art projection element has evolved into a vinyl mural installation for which a time extension to the Agreement is necessary and requested by the City; and,

WHEREAS, on April 22, 2024, the City of Boise City, through its Department of Arts & History, made its formal request for an amendment to the Agreement for a vinyl mural and to allow for an extension to the Term of the Agreement.

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 First Amendment to the Type 4 Capital Improvement Reimbursement Agreement, a copy of which is attached hereto as Attachment 1 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 execute the First Amendment and to execute any necessary documents required to implement the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent have been met; and further, any necessary technical corrections to the First Amendment 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 July 16, 2024, 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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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



## **TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**

### **AMENDMENT 1 – ERMA HAYMAN HOUSE**

This FIRST AMENDMENT TO THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Amendment”) is made and entered 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, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and THE CITY OF BOISE CITY, IDAHO, and Idaho municipal corporation (“City”). CCDC and City may be collectively referred to as the “Parties” and individually referred to as “Party.”

### **RECITALS**

WHEREAS, City and CCDC have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective May 9, 2023 (the “Agreement”) for a project known as the 617 Ash Street – Erma Hayman House Project; and,

WHEREAS, City, through its Department of Arts & History, requested for the Property certain funding assistance to add interpretive signage, an auxiliary lighting system to illuminate public art at night and during events, and a projector adjacent to the wall facing River Street to host temporary and rotating digital projection art (the “Public Improvements”); and,

WHEREAS, due to traffic concerns City requests an amendment to the Public Improvements described in Section 4 of the Agreement in order to install a vinyl mural rather than an outdoor projection system: and,

WHEREAS, on April 22, 2024, City requested an extension to the term of the Agreement in order to allow for the changes to Public Improvements. City’s request is attached hereto as Exhibit A; and,

WHEREAS, City and CCDC wish to further extend the Effective Date of the Agreement as set forth herein.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CCDC agree as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

Section 3. Term. This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) ~~May 31, 2024~~ September 30, 2024, whichever comes first.

2. Section 4 of the Agreement is hereby amended to read as follows:

4. Public Improvements. In accordance with the request for public funding of improvements to the Property, the Parties agree the following Public Improvements, if installed, shall qualify for reimbursement under the terms of this Agreement:

Interpretive Signage: The City will install six (6) interpretive signs that identify the property as the Erma Hayman House, that provide wayfinding, and that offer interpretation of the history of the Property and the River Street Neighborhood. Prior to fabrication, the City will allow CCDC staff to review and approve all interpretive sign text.

Illumination: The City will install an auxiliary lighting system, including all necessary electrical infrastructure, that illuminates the public art titled "*Memoirs of Erma Hayman*" by artist Vinnie Bagwell.

~~Projection: The City will install an outdoor projection system, including all necessary electrical infrastructure, capable of projecting temporary and rotating digital art onto the wall facing River Street.~~

Vinyl Mural: The City will install a vinyl mural onto the wall facing Ash and River Streets as part of a rotating art program.

The proposed plan for Public Improvements is depicted in the attached Exhibit B.

3. All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment shall control in the event of a conflict between this Amendment and the Agreement.

**IN WITNESS WHEREOF**, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

**FOR CCDC:**

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

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

Approved as to form:

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

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

CCDC Budget Info / For Office Use	
Fund	302
Account	6800
Activity Code	22008
PO Number	230055
Contract Term	September 30, 2024

**FOR BOISE CITY:**

By: \_\_\_\_\_  
Lauren McLean, Mayor

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

Approved as to form:

\_\_\_\_\_  
Rob Lockward, Deputy City Attorney

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

**ATTEST:**

\_\_\_\_\_  
Lynda Lowry, *Ex-Officio* City Clerk

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

**Exhibits:**

- A: City of Boise Memorandum, dated April 22, 2024
- B: Site Improvements Proposed Plan



**BOISE CITY**  
**DEPT OF ARTS**  
**& HISTORY**

## DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

# MEMO

**TO:** Doug Woodruff, Development Director, CCDC  
**FROM:** Stephanie Johnson, City of Boise  
**CC:** Jennifer Stevens, City of Boise  
**DATE:** 4/22/2024  
**RE:** Erma Hayman House Type 4 Agreement

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### **ERMA HAYMAN HOUSE TYPE 4 AGREEMENT TIMELINE AMENDMENT**

In May of 2023, the Type 4 Capital Improvement Reimbursement Agreement was signed for projects at the Erma Hayman House. Those projects included interpretive signage, illumination of existing public artwork, and projection art. Due to traffic concerns from the city and sign code, the art projection project has since evolved into a vinyl mural installation, which includes the fabrication and installation of a substrate structure onto the walls at either end of the property.

The Department of Arts and History makes the following request for an extension to the Type 4 Agreement timeline: Deadline of September 30, 2024 to accommodate the change from projection art to vinyl mural installation on the wall.



**EXHIBIT B**



**SITE IMPROVEMENTS PROPOSED PLAN**

ERMA HAYMAN HOUSE  
 617 ASH STREET  
 BOISE, IDAHO 83702  
 LAST UPDATED: 4/17/24

- 1 SITE LIGHTING**  
 Area: North side, adjacent to ramp.  
 Type: Exterior LED directional lights  
 Description: Outdoor-rated wall wash lighting for artwork along parking structure wall.  
 Appox. cost: \$12,000
- 2 INTERPRETIVE SIGNAGE**  
 Area: North side, adjacent to ramp.  
 Type: High-pressure laminate (HPL) panels on custom-fabricated metal bases.  
 Description: Full-color interpretive panels describing the cultural and historical importance of the site.  
 Appox. cost: \$10,000
- 3 SITE SIGNAGE**  
 Area: Front yard fencing, East & West-facing.  
 Type: Custom wood or metal lettering.  
 Description: Custom lettering mounted to existing site fence denoting name of site: "Erma Hayman House".  
 Appox. cost: \$5,000
- 4 OUTDOOR MURALS**  
 Area: East & West side of parking structure wall.  
 Type: Interchangeable exterior graphics panels on aluminum  
 Description: Full-color, interchangeable exterior graphics panels on aluminum vandal-resistant frame system.  
 Appox. cost: \$10,000\*

*\*Does not include costs for contracting and fabricating artwork.*

COST SUMMARY*	
TOTAL:	\$37,000.00

*\*Not including contractor fees, o/p, permitting, etc.*

**PROPOSED SITE IMPROVEMENTS**



**AGENDA BILL**

<b>Agenda Subject:</b> Approve Resolution No. 1881 – 951 E Gowen Rd, Red River Logistics and Commerce Centers. Amendment 2 to the Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Corrie Brending	<b>Attachments:</b> 1. Resolution No. 1881 2. Second Amendment to 951 E Gowen Rd – Red River Logistics and Commerce Centers – Type 2 Participation Agreement	
<b>Action Requested:</b> Adopt Resolution No. 1881 approving and authorizing the Executive Director to execute the Second Amendment to the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC.		

**Background:**

Red River Logistics Center LLC and Red River Commerce Center LLC have an existing Type 2 General Assistance Agreement dated February 14, 2022. The agreement was amended on December 13, 2023, to extend the completion date to July 31, 2024.

The agreement includes CCDC assistance for an estimated \$4,239,124 of eligible expenses to construct significant public improvements. The majority of public improvement expenses are for the extension of Production Street, which includes building out utility infrastructure and streetscapes with a 12’ detached multi-use pathway along with road construction and a bridge over Five Mile Creek. This extension was identified as an infrastructure project in the Gateway East Plan and will provide connectivity to parcels previously inaccessible by public right of way, making future development in the area more feasible.

Red River Logistics and Commerce Centers consist of nearly 1.3 million square feet of Class A industrial space designed to accommodate a wide range of uses, including distribution, manufacturing, office, R&D, warehouse, storage, and other industrial uses. The project includes development on two sites, which are considered one project under the participation agreement. The Logistics Center will include 901,000 square feet, 456 parking spaces, and trailer parking, while the Commerce Center will include three buildings totaling 380,000 square feet, 289 parking spaces, and trailer parking.

The requested second amendment to the agreement increases the estimated eligible expenses due to design changes required by ACHD including full removal and replacement of the existing section of Production Street, revised bridge design, additional storm sewer piping, a new retaining wall, and new utility infrastructure was required by Idaho Power.

Proposed changes to the agreement include:

- Section I. - Update the required completion date to November 30, 2024, from July 31, 2024.
- Section III. E. - Update the total estimated cost of the Public Improvements to be \$4,595,554, from \$4,239,124). Estimated eligible expenses related to the site at 951 East Gowen Road now total \$4,322,084 (previously \$4,134,124), and at 7031 South Eisenman Road now total \$273,470 (previously \$105,000).
- Section III. G. - Update the estimated reimbursement payments to be:

Estimated Reimbursement Payments		
To:	Red River Logistics Center LLC	Red River Commerce Center LLC
1) September 2026	\$ 447,496	\$ 273,470
2) September 2027	\$ 720,966	
3) September 2028	\$ 720,966	
4) September 2029	\$ 720,966	
5) September 2030	\$ 720,966	
6) September 2031	\$ 720,996	
<b>Total per LLC</b>	<b>\$ 4,052,326</b>	<b>\$ 273,470</b>
<b>Project Total</b>		<b>\$4,325,796</b>

**Fiscal Notes:**

Type 2 assistance is limited to the lesser of 1) the project’s agreed upon total eligible expenses or, 2) 80% of the project’s tax increment value over the qualified reimbursement term (6 years). Total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

The second amendment updates the project’s estimated eligible expenses to \$4,595,554. Based on the Participation Program’s tax increment generation equation and depending on levy rates, CCDC anticipates being able to reimburse \$4.2 million of these expenses over 6 years. The actual reimbursement will be determined by the actual tax increment generated by the project and received by CCDC. Assuming the project is complete per its schedule in November 2024, the developer will begin receiving reimbursements in 2026.

Reimbursement of no more than \$273,470 will be paid to Red River Commerce Center LLC. The remaining reimbursements will be paid to Red River Logistics Center LLC.

**Staff Recommendation:**

Approve and authorize the Executive Director to execute the Second Amendment to the Type 2 General Assistance Agreement with Red River Logistics LLC and Red River Commerce Center LLC.

**Suggested Motion:**  
 Adopt Resolution No. 1881 approving and authorizing the Executive Director to execute the Second Amendment to the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC.

**RESOLUTION NO. 1881**

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 THE SECOND AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND RED RIVER LOGISTICS CENTER, LLC, AND RED RIVER COMMERCE CENTER, LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; 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 Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, on February 14, 2022, the Agency Board adopted its Resolution 1744 approving a Type 2 Participation Agreement ("Agreement") with Red River Logistics Center, LLC, and Red River Commerce Center, LLC, for right-of-way construction and dedication, extension of public utilities, and construction of public infrastructure located in the Gateway East Economic Development District; and,

WHEREAS, on December 13, 2023, the Parties entered into an Amendment Number 1 to the Agreement, extending the term of the Agreement to July 31, 2024; and,

WHEREAS, Participant requests an extension of the Agreement and an increase to the dollar amount of the Eligible Expenses due to unforeseen delays caused by significant design changes which were required by the Ada County Highway District; and,

WHEREAS, effective July 1, 2024, Idaho Code Section 67-2347A prohibits any public agency within the State of Idaho, from entering into a contract with a company without certification from that company that it is not currently engaged in any boycott of certain sectors.

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 Second Amendment to the Type 2 General Assistance Participation Agreement, a copy of which is attached hereto as Attachment 1 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 execute the Second Amendment and to execute any necessary documents required to implement the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent have been met; and further, any necessary technical corrections to the Second Amendment 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 July 16, 2024, 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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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



## **TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT**

### **AMENDMENT 2**

This SECOND AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Amendment”) is made and 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, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and RED RIVER LOGISTICS CENTER, LLC, a Delaware limited liability company and RED RIVER COMMERCE CENTER, LLC, a Delaware limited liability company (collectively, the “Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as “Party.”

### **RECITALS**

WHEREAS, the Parties have previously entered into a Type 2 General Assistance Participation Agreement, dated February 14, 2022 (the “Agreement”) for a project located at 951 East Gowen Road and 7031 South Eisenman Road, in Boise, Idaho; and,

WHEREAS, on December 13, 2023, the Parties entered into an Amendment Number 1 to the Agreement, extending the term of the Agreement to July 31, 2024; and,

WHEREAS, Participant requests an extension of the Agreement and an increase to the dollar amount of the Eligible Expenses due to unforeseen delays caused by significant design changes which were required by the Ada County Highway District; and,

WHEREAS, effective July 1, 2024, Idaho Code Section 67-2347A prohibits any public agency within the State of Idaho, from entering into a contract with a company without certification from that company that it is not currently engaged in any boycott of certain sectors.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant and CCDC agree to amend the Agreement as follows:

1. Section I of the Agreement, *Effective Date and Term*, is hereby amended to read 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 ~~July 31, 2024~~ **November 30, 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.

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

2. Section III (E) of the Agreement, *Estimated Eligible Expenses*, is hereby amended to read as follows:

**E. Estimated Eligible Expenses**

Participant has estimated the cost of the Public Improvements to be ~~Four Million Two Hundred Thirty-Nine Thousand One Hundred Twenty-Four Dollars (\$4,239,124)~~ **Four Million Five Hundred Ninety-Five Thousand Five Hundred Fifty-Four Dollars (\$4,595,554)** (the “Estimated Eligible Expenses”). Attached hereto are schedules of Estimated Eligible Expenses related to the site at 951 East Gowen Road, totaling ~~Four Million One Hundred Thirty-Four Thousand One Hundred Twenty-Four Dollars (\$4,134,124)~~ **Four Million Three Hundred Twenty-Two Thousand Eighty-Four Dollars (\$4,322,084)** (as **Exhibit D**), and 7031 South Eisenman Road, totaling ~~One Hundred Five Thousand Dollars (\$105,000)~~ **Two Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$273,470)** (as **Exhibit E**). These schedules of Estimated Eligible Expenses shall serve as the Not-to-Exceed amounts for CCDC’s reimbursement obligation to Red River Logistics Center LLC and Red River Commerce Center LLC, respectively, and described in more detail in Section G of this Agreement.

3. Section III(G) of the Agreement, *Reimbursement Schedule*, is amended to delete the anticipated timeline table in its entirety and replace it with the anticipated timeline table as follows:

The anticipated timeline for this Project is as follows:

Period	Project Completion	Primary Roll Assessment	Taxes Due	Reimbursement Paid
#1	Nov. 2024	Jan. 2025	Dec. 2025 & June 2026	Sept. 2026
#2	NA	Jan. 2026	Dec. 2026 & June 2027	Sept. 2027
#3	NA	Jan. 2027	Dec. 2027 & June 2028	Sept. 2028
#4	NA	Jan. 2028	Dec. 2028 & June 2029	Sept. 2029
#5	NA	Jan. 2029	Dec. 2029 & June 2030	Sept. 2030
#6	NA	Jan. 2030	Dec. 2030 & June 2031	Sept. 2031

4. Section III(G) of the Agreement, *Reimbursement Schedule*, is amended to delete the estimated reimbursement payments table in its entirety and replace it with the Estimated Reimbursement Payments table as follows:

**Estimated Reimbursement Payments**

To:	Logistics Center LLC	Commerce Center LLC
1) September 2026	\$ 447,496	\$ 273,470
2) September 2027	\$ 720,966	\$0
3) September 2028	\$ 720,966	\$0
4) September 2029	\$ 720,966	\$0
5) September 2030	\$ 720,966	\$0
6) September 2031	\$ 720,966	\$0
<b>Total per LLC</b>	<b>\$ 4,052,326</b>	<b>\$ 273,470</b>
<b>Project Total</b>		<b>\$ 4,325,796</b>

5. A new Section, *Section X, Prohibition on Contracts With Companies Boycotting Certain Sectors*, is hereby added to the Agreement to read as follows:

**X. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS.** In accordance with Idaho Code Section 67-2347A, Participant by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

6. The Agreement’s Exhibit D “*Schedule of Estimated Eligible Expenses for 951 East Gowen Road*” and Exhibit E “*Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road*” are deleted in their entirety and replaced with new Exhibits D and E, attached.
7. All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment shall control in the event of a conflict between this Amendment and the Agreement.



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

**CCDC:**

**Capital City Development Corporation**

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

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

**PARTICIPANTS:**

**Red River Commerce Center LLC,**  
a Delaware limited liability company

By: Red River Commerce Center Manager LLC  
Its: Manager

By:  \_\_\_\_\_  
Devin Schuster, Manager

Date: 7/1/24 \_\_\_\_\_

**Red River Logistics Center LLC**  
a Delaware limited liability company

By: Red River Logistics Center Manager LLC  
Its: Manager

By:  \_\_\_\_\_  
Devin Schuster, Manager

Date: 7/1/24 \_\_\_\_\_

**EXHIBITS:**

Exhibit D - *Revised*

Exhibit E - *Revised*

Exhibit D - Revised  
 Schedule of Estimated Eligible Expenses for 951 East Gowen Road  
 (Page 1 of 2)

**CCDC Participation Program**  
 Type 2 Eligible Expenses Application Form  
 Actual Eligible Costs To Be Determined by CCDC

*Project Name: Red River Logistics*

*Plan Date:*

*By: Flint Development*

**STREETSCAPE: (In right-of-way)**

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>SITE PREPARATION:</b>					
1	Surface demolition (Clear, grub & haul off)	SF	\$ 46,472.05	1	\$ 46,472.05
2	Asphalt demolition (Removal & haul off)	SF	\$ -	INC BELOW	\$ -
3	Curb and gutter demolition	LF	\$ -	INC BELOW	\$ -
4	Saw cut asphalt	LF	\$ -	INC BELOW	\$ -
5	Replace subbase (Removal & Pitrun place & prep)	TN	\$ -	0	\$ -
6	Stand alone tree removal	EA	\$ -	INC BELOW	\$ -
<b>SIDEWALK WORK:</b>					
7	Concrete sidewalk	SF	\$ 4.61	53,295	\$ 245,753.02
9	Pedestrian ramp	LS	\$ 22,320.80	1	\$ 22,320.80
10	Truncated dome	SF	\$ 7,238.98	1	\$ 7,238.98
11	Lawn parkway	SF	\$ -	1	\$ -
12	Irrigation	LS	\$ 151,945.07	1	\$ 151,945.07
<b>OTHER:</b>					
13	Asphalt repair	SF	\$ -	0	\$ -
14	Concrete curb cut	EA	\$ -	0	\$ -
15	Vertical curb and gutter (6")	LF	\$ 29.28	9270	\$ 271,390.48
16	Myers cabinet	EA	\$ -	0	\$ -
17	Water meter	EA	\$ -	0	\$ -
<b>SITUATIONAL FURNISHINGS:</b>					
18	Street trees	EA	\$ -	INC ABOVE	\$ -
19	Street Lights	EA	\$ 16,742.69	13	\$ 217,654.91
<b>OTHER:</b>					
20	Lower Existing 12" Water Main	LF	\$ -	0	\$ -
21	Retaining Walls & Fencing	LS	\$ 218,212.48	1	\$ 218,212.48
<b>Total Streetscape Costs:</b>					<b>\$ 1,180,987.79</b>

**CCDC Participation Program**  
 Eligible Costs Application Form  
 Actual Eligible Costs To Be Determined by CCDC

**INFRASTRUCTURE & UTILITIES: (In right-of-way)**

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>STORM WATER MITIGATION:</b>					
22	Surface demo	LS	\$ -	0	\$ -
23	Surface prep	LS	\$ -	0	\$ -
24	Finish materials (permeable pavers, etc.)	0	\$ -	0	\$ -
<b>UTILITIES:</b>					
25	Power line (new/relocation/extension)	LS	\$ 506,100.00	1	\$ 506,100.00

Exhibit D - Revised  
Schedule of Estimated Eligible Expenses for 951 East Gowen Road  
(Page 2 of 2)

26	Water main (new/relocation/extension)	LS	\$	382,250.00	1	\$	382,250.00
27	Sewer line	LS	\$	-	0	\$	-
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF	\$	-	INC ABOVE	\$	-
29	City Fiber Optic Vault	EA	\$	-	0	\$	-
30	ACHD power box relocation	EA	\$	-	0	\$	-
<b>STREET:</b>							
31	Traffic Control	LS	\$	-	1	\$	-
32	Road sub-base and prep	LS	\$	593,201.52	1	\$	593,201.52
33	Asphalt paving	SY	\$	29.54	21555	\$	636,724.27
<b>PATH:</b>							
34	Surface demolition	SF	\$	-	0	\$	-
35	Surface prep	SF	\$	-	0	\$	-
36	Paving material	SF	\$	-	0	\$	-
<b>OTHER:</b>							
37	5 Mile Creek Crossing - Bridge	LS	\$	442,001.00	1	\$	442,001.00
38	Storm Sewer Improvements	LS	\$	385,555.73	1	\$	385,555.73
<b>Total Infrastructure &amp; Utilities Costs:</b>						\$	2,945,832.52

**CCDC Participation Program**  
Eligible Costs Application Form  
Actual Eligible Costs To Be Determined by CCDC

**SITE:**

39	Brownfield Environmental Assessment	0	\$	-	0	\$	-
40	Brownfield Environmental Remediation	0	\$	-	0	\$	-
<b>OTHER:</b>							
41	General Conditions (5% Construction Costs)	LS	\$	195,263.41	1	\$	195,263.41
42	TBD	0	\$	-	0	\$	-
<b>Total Site Costs:</b>						\$	195,263.41

**TOTAL ELIGIBLE COSTS:**

\$4,322,083.72

**Important Note:**

Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

Exhibit E - Revised  
 Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road  
 (Page 1 of 3)

**CCDC Participation Program**  
**Type 2 Eligible Expenses Application Form**  
 Actual Eligible Costs To Be Determined by CCDC

*Project Name: Red River Commerce Center*

*Plan Date:*

*By: Flint Development*

**STREETSCAPE: (In right-of-way)**

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>SITE PREPARATION:</b>					
1	Surface demolition (Clear, grub & haul off)	SF	\$ 5.25	830	\$ 4,357.50
2	Asphalt demolition (Removal & haul off)	SF	\$ 5.25	830	\$ 4,357.50
3	Curb and gutter demolition	LF	\$ 10.00	75	\$ 750.00
4	Saw cut asphalt	LF	\$ 2.68	200	\$ 535.00
5	Replace subbase (Removal & Pitrun place & prep)	TN	\$ -	0	\$ -
6	Stand alone tree removal	EA	\$ -	INC BELOW	\$ -
<b>SIDEWALK WORK:</b>					
7	Concrete sidewalk	SF	\$ -	INC BELOW	\$ -
9	Pedestrian ramp	SF	\$ -	INC BELOW	\$ -
10	Truncated dome	SF	\$ -	0	\$ -
11	Lawn parkway	SF	\$ 15,000.00	1	\$ 15,000.00
12	Irrigation	LS	\$ -	0	\$ -
<b>OTHER:</b>					
13	Asphalt repair	SF	\$ -	0	\$ -
14	Concrete curb cut	EA	\$ -	0	\$ -
15	Vertical curb and gutter (6")	LF	\$ 20.00	75	\$ 1,500.00
16	Myers cabinet	EA	\$ -	0	\$ -
17	Water meter	EA	\$ -	0	\$ -
<b>SITUATIONAL FURNISHINGS:</b>					
18	Street trees	EA	\$ -	0	\$ -
19	Street Lights	EA	\$ -	0	\$ -
<b>OTHER:</b>					
20	TBD	0	\$ -	0	\$ -
21	TBD	0	\$ -	0	\$ -
<b>Total Streetscape Costs:</b>					<b>\$ 26,500.00</b>

Exhibit E - Revised  
Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road  
(Page 2 of 3)

CCDC Participation Program				
Eligible Costs Application Form				
Actual Eligible Costs To Be Determined by CCDC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>STORM WATER MITIGATION:</b>				
22	Surface demo	LS \$ -	0	\$ -
23	Surface prep	LS \$ -	0	\$ -
24	Finish materials (permeable pavers, etc.)	0 \$ -	0	\$ -
<b>UTILITIES:</b>				
25	Power line (new/relocation/extension)	LS \$ 220,447.00	1	\$ 220,447.00
26	Water main (new/relocation/extension)	LS \$ -	0	\$ -
27	Sewer line	LS \$ -	0	\$ -
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF \$ -	INC ABOVE	\$ -
29	City Fiber Optic Vault	EA \$ -	0	\$ -
30	ACHD power box relocation	EA \$ -	0	\$ -
<b>STREET:</b>				
31	Asphalt demolition	SF \$ -	0	\$ -
32	Road sub-base and prep	SF \$ 10.71	830	\$ 8,888.89
33	Asphalt paving	SY \$ 50.00	92	\$ 4,611.11
<b>PATH:</b>				
34	Surface demolition	SF \$ -	0	\$ -
35	Surface prep	SF \$ -	0	\$ -
36	Paving material	SF \$ -	0	\$ -
<b>OTHER:</b>				
37	TBD	LS \$ -	0	\$ -
38	TBD	LS \$ -	0	\$ -
<b>Total Infrastructure &amp; Utilities Costs:</b>				<b>\$ 233,947.00</b>

Exhibit E - Revised  
 Schedule of Estimated Eligible Expenses for 7031 South Eisenman Road  
 (Page 3 of 3)

<b>CCDC Participation Program</b> Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
<b>SITE:</b>					
39	Brownfield Environmental Assessment	0	\$ -	0 \$	-
40	Brownfield Environmental Remediation	0	\$ -	0 \$	-
<b>OTHER:</b>					
41	General Conditions (5% Construction Costs)	LS	\$ 13,022.35	1 \$	13,022.35
42	TBD	0	\$ -	0 \$	-
<b>Total Site Costs:</b>				\$	13,022.35
<b>TOTAL ELIGIBLE COSTS:</b>					\$273,469.35
<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.					



**FY2024 Year-To-Date Financial Report (Unaudited)  
Through SECOND QUARTER**

**October 1, 2023 - March 31, 2024**



## FY2024 Q2 Financial Report (Unaudited)

October 1, 2023 – March 31, 2024

### REVENUES:

Actual tax increment revenue for the first two quarters totaled \$20 million or 64% of the annual budget for tax increment revenue. On the consolidated level (totaling all six districts), this is about 4% higher than originally budgeted for by this point in the fiscal year.

Total parking revenue was consistent with expectations at 52% of the total annual budget amount at the end of the second quarter. Overall, parking revenues for the first half of the year continue to track very closely with what was budgeted for FY2024.

Total other revenues received at the end of the second quarter were approximately 33% of the total annual budget. These other revenues are primarily reimbursements from cost-share agreements with Ada County Highway District (ACHD) for road reconstruction in CCDC project areas.

### EXPENSES:

At the end of the second quarter, total expenses for the Agency were 23% of the annual original budget amount. Operating expenses totaled 43% and capital outlay totaled 20% of what was originally budgeted for these expense categories.

- Capital Improvement Projects: Expenditures at the end of the second quarter totaled 27% of the annual budget. Most expenses for capital projects hit during the construction season, which corresponds with the Agency's third and fourth quarters. Planning, design, and construction of capital projects were underway during the first two quarters. Significant projects to note include Rebuild 11th Street Blocks, Rebuild Linen Blocks on Grove, and Old Boise Blocks on Grove Street.
- Contractual Obligations: Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

As is typical, fiscal year 2024 original budget amounts will be formally amended during the upcoming budget season this summer.

**ABOUT THIS REPORT.** This report includes all budgeted Agency funds.

#### Revenues

- Ada County distributes property tax revenue to local governments monthly as received; however, almost 99% of the total budgeted amount is distributed twice a year in January (about 60%) and in July (about 40%) after property tax due dates (December and June).
- Parking garage revenue is generated and received daily throughout the year.
- Fund Balance: Transfer-in if revenues exceed expenses, transfer-out if expenses exceed revenues.

#### Expenses

- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.



<b>FY2024 ORIGINAL BUDGET REVENUE SUMMARY</b>	<b>FY2024 Total (Original) Budget</b>	<b>FY2024 Q2 Actual</b>	<b>% Actual to Total Budget</b>
<b>Revenue from Operations</b>			
Revenue Allocation (Tax Increment).....	31,300,000	20,052,283	64%
Parking Revenue.....	9,001,691	4,668,915	52%
Other Revenues (Various Reimbursements).....	6,030,228	2,000,426	33%
Subtotal	<b>\$ 46,331,918</b>	<b>\$ 26,721,624</b>	<b>58%</b>
<b>Other Sources</b>			
Misc. Revenues (Grants/Leases/Property Transactions).....	786,600	830,906	106%
Use of (Transfer to) Working Capital Fund.....	19,873,180	(11,838,283)	-60%
Subtotal	<b>\$ 20,659,780</b>	<b>\$ (11,007,377)</b>	<b>-53%</b>
<b>Subtotal - Revenue from Operations</b>	<b>\$ 66,991,698</b>	<b>\$ 15,714,247</b>	<b>23%</b>
<b>Pass-Through Revenue</b>			
Ada County Courthouse Corridor Leases.....	457,022	70,011	15%
Subtotal	<b>\$ 457,022</b>	<b>\$ 70,011</b>	<b>15%</b>
<b>TOTAL REVENUE</b>	<b>\$ 67,448,720</b>	<b>\$ 15,784,258</b>	<b>23%</b>
<b>EXPENSE SUMMARY</b>	<b>FY2024 Total (Original) Budget</b>	<b>FY2024 Q2 Actual</b>	<b>% Actual to Total Budget</b>
<b>Operating Expense</b>			
Services & Operations.....	3,278,176	1,573,186	48%
Personnel Costs.....	3,279,600	1,474,821	45%
Facilities Management.....	1,106,236	471,984	43%
Professional Services .....	1,424,650	402,900	28%
Subtotal	<b>\$ 9,088,662</b>	<b>\$ 3,922,891</b>	<b>43%</b>
<b>Debt Service</b>			
Debt Service.....	170,000	85,000	50%
Subtotal	<b>\$ 170,000</b>	<b>\$ 85,000</b>	<b>50%</b>
<b>Capital Outlay</b>			
Office Furniture/Computer Equipment.....	98,500	16,354	17%
Capital Improvement Projects (part of CIP).....	41,307,544	10,971,361	27%
Contractual Obligations (part of CIP).....	6,422,492	258,173	4%
Parking Reinvestment Plan (PRP).....	9,771,000	385,303	4%
Mobility Projects.....	133,500	75,166	56%
Subtotal	<b>\$ 57,733,036</b>	<b>\$ 11,706,356</b>	<b>20%</b>
<b>Subtotal - Expenses for Operations</b>	<b>\$ 66,991,698</b>	<b>\$ 15,714,247</b>	<b>23%</b>
<b>Pass-Through Expense</b>			
Ada County Courthouse Corridor Leases.....	457,022	70,011	15%
Subtotal	<b>\$ 457,022</b>	<b>\$ 70,011</b>	<b>15%</b>
<b>TOTAL EXPENSE</b>	<b>\$ 67,448,720</b>	<b>\$ 15,784,258</b>	<b>23%</b>

## FY2024 Q2 OPERATING REVENUES

QUARTERLY REVENUE REPORT  
PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY  
October 2023 - March 2024

Activity	FY 2023	FY 2024	FY 2024			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
<b>TIF BY DISTRICT</b>						
River-Myrtle / Old Boise	11,445,589	14,700,000	8,800,361	9,262,872	462,511	5%
Westside	4,252,488	5,400,000	3,172,619	3,097,172	(75,447)	-2%
30th Street	1,223,825	1,500,000	910,576	910,705	129	0%
Shoreline	546,121	800,000	449,095	502,765	53,670	12%
Gateway East	4,438,513	7,400,000	5,095,924	5,348,171	252,247	5%
State Street	872,897	1,500,000	925,859	930,599	4,740	1%
<b>TOTAL RAD</b>	<b>22,779,433</b>	<b>31,300,000</b>	<b>19,354,434</b>	<b>20,052,283</b>	<b>697,849</b>	<b>4%</b>
<b>PARKING BY GARAGE</b>						
9th & Main (Eastman)	1,666,560	1,713,381	865,402	818,110	(47,291)	-5%
Capitol & Main (Cap Terrace)	2,272,773	2,310,877	1,156,386	1,186,976	30,591	3%
9th & Front (City Centre)	1,993,311	1,895,874	973,997	1,052,041	78,044	8%
10th & Front (Grove St.)	1,397,899	1,433,341	731,421	741,167	9,746	1%
Capitol & Myrtle (Myrtle St.)	1,031,443	1,026,146	507,773	535,877	28,104	6%
11th & Front (CCDC's portion 30.1%)	450,521	465,071	228,740	255,974	27,233	12%
Misc. Parking	166,746	157,000	78,500	78,769	269	0%
<b>TOTAL PARKING</b>	<b>8,979,252</b>	<b>9,001,690</b>	<b>4,542,219</b>	<b>4,668,915</b>	<b>126,696</b>	<b>3%</b>
Other	5,268,455	6,030,228	3,015,114	2,000,426	(1,014,688)	-34%
<b>TOTAL</b>	<b>37,027,140</b>	<b>46,331,918</b>	<b>26,911,767</b>	<b>26,721,624</b>	<b>(190,143)</b>	<b>-1%</b>

### **RECONCILIATION TO FY 2024 BUDGETED OPERATING REVENUES**

Total Revenues Approved Budget	\$67,448,720
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(457,022)
Use of Fund Balance	(19,873,180)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(786,600)
<b>Operating Revenues</b>	<b><u>\$46,331,918</u></b>

**Capital City Development Corporation  
Balance Sheet - Governmental Funds  
March 31, 2024 (Unaudited)**

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
<b>ASSETS</b>									
Cash and investments	1,300,000	28,918,397	6,423,300	3,556,000	1,685,118	11,880,403	1,588,521	19,269,459	74,621,198
Accounts receivable	2,390	502,438	89,433	-	-	-	-	84,780	679,041
Interest receivable	101,161	-	-	-	-	-	-	-	101,161
Taxes receivable	-	5,199,001	2,244,619	651,348	325,667	2,192,401	632,332	-	11,245,368
Leases receivable	-	-	-	-	-	-	-	652,148	652,148
Prepays	-	15,250	7,025	-	-	-	-	-	22,275
Restricted cash	-	-	-	-	-	-	-	507,585	507,585
Property held for resale or development	-	1,803,331	7,152,327	-	-	-	-	-	8,955,658
<b>Total assets</b>	<b>1,403,551</b>	<b>36,438,417</b>	<b>15,916,704</b>	<b>4,207,348</b>	<b>2,010,785</b>	<b>14,072,804</b>	<b>2,220,853</b>	<b>20,513,972</b>	<b>96,784,434</b>
<b>LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES</b>									
<b>LIABILITIES</b>									
Accounts payable	47,619	1,313,820	128,596	-	-	80,899	-	458,005	2,028,939
Accrued liabilities	312,602	-	-	-	-	-	-	-	312,602
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	45,000	-	-	-	-	-	45,000
<b>Total liabilities</b>	<b>360,221</b>	<b>1,313,820</b>	<b>173,596</b>	<b>-</b>	<b>-</b>	<b>80,899</b>	<b>-</b>	<b>458,005</b>	<b>2,386,541</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>									
Unavailable property tax Lease Related	-	5,199,001	2,244,619	651,351	325,666	2,192,401	632,331	-	11,245,369
	-	-	-	-	-	-	-	629,426	629,426
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>5,199,001</b>	<b>2,244,619</b>	<b>651,351</b>	<b>325,666</b>	<b>2,192,401</b>	<b>632,331</b>	<b>629,426</b>	<b>11,874,795</b>
<b>FUND BALANCES</b>									
Nonspendable	-	1,818,581	7,152,327	-	-	-	-	-	8,970,908
Restricted	-	28,107,015	6,346,162	3,555,997	1,685,119	11,799,504	1,588,522	7,546	53,089,865
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	18,918,995	18,918,995
Unassigned	1,043,330	-	-	-	-	-	-	-	1,043,330
<b>Total fund balances</b>	<b>1,043,330</b>	<b>29,925,596</b>	<b>13,498,489</b>	<b>3,555,997</b>	<b>1,685,119</b>	<b>11,799,504</b>	<b>1,588,522</b>	<b>19,426,541</b>	<b>82,523,098</b>
<b>TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<b>1,403,551</b>	<b>36,438,417</b>	<b>15,916,704</b>	<b>4,207,348</b>	<b>2,010,785</b>	<b>14,072,804</b>	<b>2,220,853</b>	<b>20,513,972</b>	<b>96,784,434</b>

**FUND BALANCE DEFINITIONS**

**Nonspendable:** cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.

**Restricted:** can be spent for only stipulated purposes as determined by law or external resource providers.

**Committed:** can be spent for only specific purposes as determined by formal CCDC Board action.

**Assigned:** intended for specific purposes but not committed or restricted.

**Unassigned:** all other funds; typically the General Fund.



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# **IV. ACTION ITEMS**



**AGENDA BILL**

<b>Agenda Subject:</b> Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street, Amendment No 1 to the CM/GC Contract with Guho Corp.		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Megan Pape, Project Manager	<b>Attachments:</b> <ol style="list-style-type: none"> <li>1. Resolution 1885</li> <li>2. Amendment No. 1 to CM/GC Agreement with Guho Corp.</li> </ol>	
<b>Action Requested:</b> Adopt Resolution 1885 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.		

**Background:**

The Agency has an on-going program of constructing streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinct identity for the downtown area. Downtown growth is changing how public spaces are used, creating a need for design enhancements and improvements to address those opportunities. The Capitol Boulevard Streetscape Improvements Project will make transformative improvements and enhancements to certain portions of Capitol Boulevard between the Boise River and Myrtle Street. The streetscape improvement project includes the replacement of the geothermal line under Capitol Boulevard.

Modernizing the geothermal infrastructure improves reliability of the system and establishes capacity for future growth. The original lines are nearing the end of lifespan and need replacement. The City of Boise and CCDC worked together to add in the work of replacing the aging infrastructure under Capitol Blvd into our Capitol Boulevard Streetscape Improvement Project.

The Construction Manager/General Contractor (CM/GC) construction delivery method requires that the construction agreement be amended as the project moves forward so that the parties can initiate General Contractor services, set construction price, address construction complexities and pertinent financial details, and procure long lead-time materials. In order to meet the construction schedule, the agency needs to order materials now in advance of when the geothermal pipe and fittings will be installed. There is an 8–12-week lead time on procurement of geothermal pipe and fittings.

Guho Corp. publicly bid the geothermal materials component in accordance with Idaho Code § 54-4511 and received one bid from Ferguson Waterworks in the amount of \$471,110.25 by the 9:00 a.m. July 1st, 2024, deadline. Representatives from the Agency were present for the bid opening.

Amendment No. 1 to the (CM/GC) contract with Guho Corp. approves GMP 1 in the amount of \$588,766.15 for the procurement of Geothermal materials. The Agency will seek Board approval to execute a second amendment for GMP 2 which will include the remaining construction services later this summer with construction anticipated to begin in September 2024.

**Fiscal Notes:**

The Agency's FY2024 budget has adequate funds available for Amendment No. 1.

**Staff Recommendation:**

Agency staff recommends the Agency Board adopt Resolution 1885 approving Amendment No. 1 to the CM/CG contract with Guho Corp. to allow early procurement of geothermal materials needed for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

**Suggested Motion:**

I move to adopt Resolution 1885 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

**RESOLUTION NO. 1885**

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. 1 TO THE AGREEMENT; 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, 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 Capitol Boulevard between the Boise River and Myrtle Street, in downtown Boise, to wit: adding typical streetscape improvements including historic streetlights and enhanced crosswalk at Fulton Street; installing green stormwater infrastructure; reconstructing curbs, gutters, and sidewalks, and replacing the geothermal line under Capitol Boulevard, all in an effort



to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the extensive improvements, and complexities inherent to streetscape construction in the downtown core, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to the library, schools, and Julia Davis Park, 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. 1844 by its Board of Commissioners on November 13, 2023, the Agency entered into a CM/GC Agreement with Guho Corp. for the Capitol Boulevard 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, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of “Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager,” attached as Exhibit A, to allow for early procurement of geothermal materials as a long lead-time material for the Project in the amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SIX AND 15/100 DOLLARS (\$588,766.15); and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 1 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. 1 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. 1 to the Construction Manager / General Contractor construction agreement with Guho Corp., for procurement of geothermal materials in the amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SIX AND 15/100 DOLLARS (\$588,766.15).

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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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

**AMENDMENT NO. 1 TO THE  
STANDARD AGREEMENT AND GENERAL CONDITIONS  
BETWEEN OWNER AND CONSTRUCTION MANAGER  
(WHERE THE CM IS AT-RISK)**

DATED \_\_\_\_\_, 2024

Pursuant to Section 7.5 of the Agreement dated February 9, 2024, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work to include the early procurement of geothermal pipe material only. 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 is FIVE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SIX AND 15/100 DOLLARS (\$588,766.15).

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
- EXHIBIT B: Schedule of Values
- EXHIBIT C: Schedule
- EXHIBIT D: Allowances
- EXHIBIT E: Subcontractors
- EXHIBIT F: General Conditions
- EXHIBIT G: Material List and Unit Cost
- EXHIBIT H: Plans

**ARTICLE 2**

Article 14, Miscellaneous, of the Agreement is hereby amended to include a new subsection, 14.11.

14.11 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, Constructor by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a

contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

### **ARTICLE 3 DATE OF SUBSTANTIAL COMPLETION**

Anticipated material delivery is eight (8) weeks after approved submittals.

### **ARTICLE 4 DATE OF FINAL COMPLETION**

The Date of Final Completion of the Work will be defined in a future GMP amendment.

[End of Amendment No. 1 | *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	23005
PO #	240039
GMP 1 Completion	September 2024
Contract Term	September 2025



**EXHIBIT A**  
to  
**Amendment 1 - Capitol Blvd**  
**GMP 1**  
(11 pages)

**EXHIBIT A:**

**ASSUMPTIONS AND CLARIFICATIONS**

- GMP 1 is for the early procurement of Geothermal Pipe Materials
- Schedule / Critical Dates

Approval on the July 16<sup>th</sup> Board Meeting  
Full Executed GMP 1 by July 17, 2024  
PO Issued to Supplier July 18, 2024  
Submittals to City July 22, 2024  
Approval of Submittal July 24<sup>th</sup>, 2024

Estimated Lead Times provided by Ferguson on 7/1/24 after approved submittals

Pipe: 8 Weeks

Pipe 4 weeks

Pipe Insulation + 2 week

Transit time from Manufacturer to Insulator, then to Boise, 2 week

Fittings 8 weeks

Hymax Fittings 2 weeks

Bolt Kit 3 weeks

- Allowance for 6x6x6 Vault for Fulton Street Tees \$10,000
- Allowance for Unloading Pipe \$3,000
- Pipe to be stored at City Utility Maintenance Yard for \$0 Cost
- Final Quantities will be finalized with CCDC and City prior to issuing the Purchase Order

- Pipe Spec:

This bid is for the procurement of PlatinumStripe 1800 Series PE-RT High Temperature, DR-11, HDPE pipe and fittings (or equivalent). Product specification sheet can be found at the following link:

<https://www.cpchem.com/what-we-do/solutions/performance-pipe/products/pe-rt/platinumstriper-1800-series-pe-rt-pipe>.

All hardware shall be made of stainless steel 316.

- All Gaskets shall be Full Face EPDM.
- All Hardware shall consist of 316SS Flange Kits (nuts and bolts).
- Insulated pipe shall be Polycor Platinum by Thermacore or approved equivalent.
- Valves must be 316 Stainless Steel

- Excludes Materials for the Capitol to 8<sup>th</sup> Street Lines

- Excludes Builder's Risk Coverage



**EXHIBIT B:**

**SCHEDULE OF VALUES**

SOV	JOB COST CODE	DESCRIPTION	QTY	UNIT COST	TOTAL
	<b>33-6000</b>	<b>GEOHERMAL UTILITIES</b>			
101		Vault Allowance 6x6x6	1.00 allow	10,000.00 /allow	10,000
102		Geothermal Pipe Budget Capitol Materials	1.00 ea	471,110.25 /ea	471,110
		<i>Geothermal Pipe Budget Capitol to 8th Street Materials</i>	<i>0 ea</i>	<i>99,800.87 /ea</i>	<i>0</i>
103		Allowance to Unload at City UM Yard	1.00 allow	3,000.00 /allow	3,000
					<b>484,110</b>
104		Contingency	10.00 %		48,411
					<b>532,521.0</b>
105		CM/GC Fee	8% %		42,601.68
106		GL Insurance	1.05% %		5,591.47
107		Bond 2024			8,052.00
		<b>Total</b>			<b>588,766.15</b>

**EXHIBIT C: SCHEDULE**

- Approval on the July 16th Board Meeting
- Full Executed GMP 1 by July 17, 2024
- PO Issued to Supplier July 18, 2024
- Submittals to City July 22, 2024
- Approval of Submittal July 24th, 2024
- Estimated Lead Times provided by Ferguson on 7/1/24 after approved submittals
  - Pipe: 8 Weeks
    - Pipe 4 weeks
    - Pipe Insulation + 2 week
    - Transit time from Manufacturer to Insulator then to Boise, 2 week
  - Fittings 8 weeks
  - Hymax Fittings 2 weeks
  - Bolt Kit 3 weeks
- Projected Construction Start Date: September 9, 2024



**EXHIBIT D: ALLOWANCES:**

- Allowance for 6x6x6 Vault for Fulton Street Tees \$10,000
- Allowance for Unloading Pipe \$3,000

**EXHIBIT E: SUBCONTRACTORS/SUPPLIERS**

Subcontractors:

None

Suppliers:

Ferguson Supply

\$ 471,110.25

Self Perform:

None

**EXHIBIT F: GENERAL CONDITIONS:**

Labor Hours covered under the Pre-Construction Services





**EXHIBIT G: MATERIAL LIST AND UNIT COST**

**BID PACKAGE  
 1.1 GEOTHERMAL PIPE  
 for  
 CAPITOL BVLD IMPROVEMENTS RIVER TO MYRTLE**

COMPANY: Furguson Waterworks

BASE BID						CAPITOL MYRTLE TO VAULT	
BID ITEM	DESCRIPTION	UNITS	UNIT OF MEASURE	UNIT COST	TOTAL		
<b>PlatinumStripes 1000 Series PE-RT High Temperature, DR-11, HDPE pipe</b>							
	8" INSULATED PIPE	480	LF	\$ 75.77	\$ 36,289.60	\$ 80.00	\$ 6,381.60
	12" PIPE	60	LF	\$ 117.48	\$ 7,048.80	\$ 80.00	\$ 7,048.80
	16" INSULATED PIPE	1,000	LF	\$ 210.20	\$ 210,200.00	\$ 1,000.00	\$ 210,200.00
	16" PIPE	1,440	LF	\$ 138.81	\$ 199,885.40	\$ 1,080.00	\$ 151,302.80
	3" PIPE	160	LF	\$ 6.53	\$ 1,060.80	\$ 150.00	\$ 1,080.80
<b>PlatinumStripes 1000 Series PE-RT High Temperature, DR-11, HDPE Fittings</b>						\$ -	\$ -
	10" FLANGE ADAPTOR W/ BACKING RING	3	EA	\$ 209.63	\$ 628.89	\$ 3.00	\$ 828.89
	10" Backup Ring	3		\$ 48.90	\$ 146.70	\$ 3.00	\$ 146.70
	10" X 16" REDUCER	1	EA	\$ 637.93	\$ 637.93	\$ 1.00	\$ 637.93
	12" FLANGE ADAPTOR W/ BACKING RING	2	EA	\$ 282.47	\$ 564.94	\$ 2.00	\$ 564.94
	12" Backup Ring	2		\$ 81.75	\$ 163.50	\$ 2.00	\$ 163.50
	12" TO 10" REDUCER	2	EA	\$ 649.29	\$ 1,298.58	\$ 2.00	\$ 1,298.58
	12" X 16" REDUCER	3	EA	\$ 1,120.55	\$ 3,361.65	\$ 3.00	\$ 3,361.65
	12"X12"X3" TEE	2	EA	\$ 920.74	\$ 1,841.48	\$ 2.00	\$ 1,841.48
	16" 22.5 BEND	6	EA	\$ 866.00	\$ 5,376.00	\$ 4.00	\$ 3,584.00
	16" 45 BEND	5	EA	\$ 1,016.59	\$ 5,082.95	\$ 5.00	\$ 5,082.95
	16" BEVELED FLANGE ADAPTOR W/ BACKING RING	6	EA	\$ 846.27	\$ 6,770.16	\$ 8.00	\$ 6,770.16
	16" Backer Ring	6		\$ 140.59	\$ 1,124.72	\$ 8.00	\$ 1,124.72
	16" ELECTRO FUSION COUPLING	5	EA	\$ 1,900.51	\$ 9,502.55	\$ 5.00	\$ 9,502.55
	16" X 2" SADDLE TEE	2	EA	\$ 82.09	\$ 164.18	\$ 2.00	\$ 164.18
	16 X 16 X 12 TEE	1	EA	\$ 3,881.87	\$ 3,881.87	\$ 1.00	\$ 3,881.87
	16X16X16 TEE	2	EA	\$ 2,512.95	\$ 5,025.90	\$ 2.00	\$ 5,025.90
	16x16x3 TEE	3	EA	\$ 1,048.89	\$ 3,146.67	\$ 2.00	\$ 2,097.78
	3" 45 BEND	1	EA	\$ 39.99	\$ 39.99	\$ -	\$ -
	3" BEVELED FLANGE W/ BACKING RING	4	EA	\$ 73.29	\$ 293.16	\$ 2.00	\$ 146.58
	3" Backer Ring	4		\$ 13.69	\$ 54.76	\$ 2.00	\$ 27.38
	3" BLIND FLANGE	4	EA	\$ 46.11	\$ 184.44	\$ 4.00	\$ 184.44
	3" CAP	2	EA	\$ 20.38	\$ 40.76	\$ 2.00	\$ 40.76
	3" ELECTRO FUSION COUPLING	2	EA	\$ 75.85	\$ 151.70	\$ 2.00	\$ 151.70
	8" 22.5 BEND	2	EA	\$ 291.87	\$ 583.74	\$ -	\$ -
	8" ELECTRO FUSION COUPLING	2	EA	\$ 380.11	\$ 760.22	\$ 2.00	\$ 760.22
	8" X 16" REDUCER	1	EA	\$ 2,099.48	\$ 2,099.48	\$ 1.00	\$ 2,099.48
	8 X 8 X 3 TEE	1	EA	\$ 627.78	\$ 627.78	\$ -	\$ -
<b>EPDM FULL FACE FLANGE GASKETS</b>						\$ -	\$ -
	16" GASKET EPDM	9	EA	\$ 31.59	\$ 284.31	\$ 9.00	\$ 284.31
	10" GASKET EPDM	2	EA	\$ 13.8	\$ 27.60	\$ 2.00	\$ 27.60
	12" GASKET EPDM	2	EA	\$ 19.77	\$ 39.54	\$ 2.00	\$ 39.54
	2" GASKET EPDM	4	EA	\$ 2.57	\$ 10.28	\$ -	\$ -
	3" GASKET EPDM	6	EA	\$ 6.26	\$ 42.08	\$ 8.00	\$ 42.08
<b>HYMAX FLANGE ADAPTORS</b>						\$ -	\$ -
	10" HYMAX FCA	3	EA	\$ 789.32	\$ 2,367.96	\$ 3.00	\$ 2,367.96
	12" HYMAX FCA	2	EA	\$ 911.20	\$ 1,822.40	\$ 2.00	\$ 1,822.40
	2" HYMAX FCA	2	EA	\$ 151.35	\$ 302.70	\$ 2.00	\$ 302.70
<b>316 STAINLESS STEEL VALVES</b>						\$ -	\$ -
	2" SS FLANGE BALL VALVE	2	EA	\$ 414.56	\$ 829.12	\$ -	\$ -
	3" SS FLANGE BALL VALVE	4	EA	\$ 861.07	\$ 3,444.28	\$ 4.00	\$ 3,444.28
<b>316 STAINLESS BOLTS AND NUT KITS</b>						\$ -	\$ -
	10" BOLT KIT	3	EA	\$ 92.19	\$ 276.57	\$ 3.00	\$ 276.57
	12" BOLT KIT	2	EA	\$ 84.29	\$ 168.58	\$ 2.00	\$ 168.58
	16" BOLT KIT	9	EA	\$ 204.29	\$ 1,838.61	\$ 9.00	\$ 1,838.61
	2" BOLT KIT	4	EA	\$ 14.00	\$ 56.00	\$ 4.00	\$ 56.00
	3" BOLT KIT	4	EA	\$ 16.00	\$ 64.00	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
	SALES TAX 6%				\$ 31,286.88	\$ -	\$ 26,157.18
	FREIGHT FOB BOISE, IDAHO	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 1.00	\$ 9,000.00
<b>TOTAL BASE BID</b>					<b>\$ 561,911.13</b>	<b>\$ 471,110.26</b>	

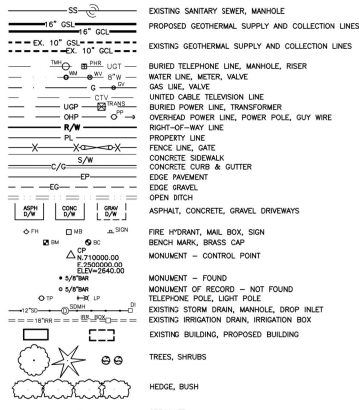


**EXHIBIT H: PLANS**

# GEO 231

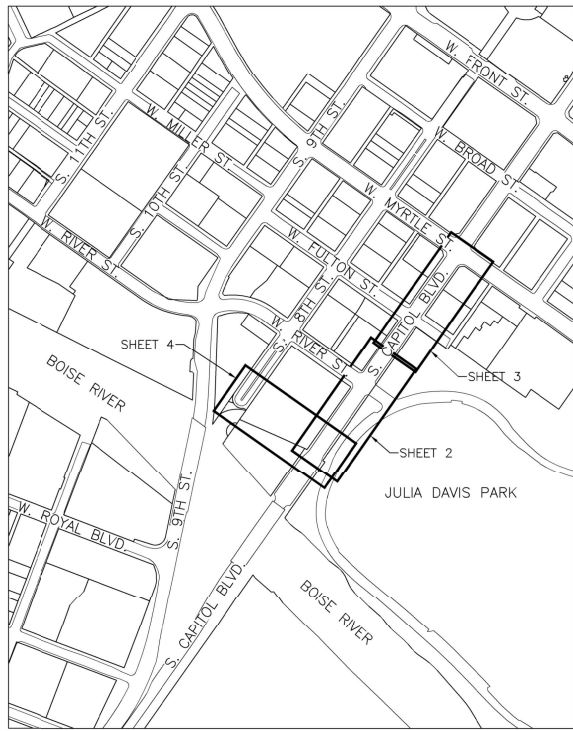
## GEOTHERMAL REPLACEMENT IN S. CAPITOL BLVD. FROM W. MYRTLE ST. TO W. RIVER ST.

### STANDARD SYMBOLS

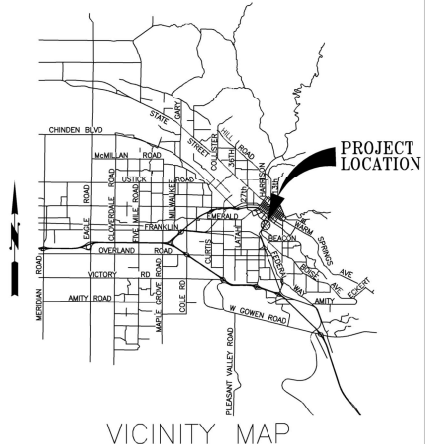


### ACRONYMS AND ABBREVIATIONS

ASP	ASPHALT	JBY	JUNCTION BOX
AC	ASBESTOS CEMENT	LF OR L.F.	LINEAR FEET
AWWA	AMERICAN WATER WORKS ASSOCIATION	N	NORTH
B.C.	BEGIN CURVE	NAD	NORTH AMERICAN VERTICAL DATUM
BLVD.	BOULEVARD	O.D.	OUTSIDE DIAMETER
CL	CONTROLLING LINE	OHP	OVERHEAD POWER
CONST.	CONSTRUCTION	PERM.	PERMANENT
DI	DRAINAGE INLET	PL	PARALLEL
DR	DRAINAGE RATIO	PP	POWER POLE
E.C.	END CURVE	PPS	POLYMER PIPE SQUARE INCH
EF	ELECTROFUSION	PVC	POLYVINYL CHLORIDE
ELEV.	ELEVATION	RCP	REINFORCED CONCRETE PIPE
ES&MT.	EXISTING	R/W	RIGHT OF WAY
EX	EXISTING	SQ	SQUAT
FOA	FLANGE COUPLING ADAPTOR	SD	STORM DRAIN
G	GAS	SS	SANITARY SEWER
GCL	GEOTHERMAL COLLECTION LINE	STA	STATION
GSL	GEOTHERMAL SUPPLY LINE	UGP	UNDERGROUND POWER
HDPPE	HIGH-DENSITY POLYETHYLENE	W	WEST
INS.	INSIDE DIAMETER	WM	WATER METER
INST.	INSTRUMENT	WV	WATER VALVE
INV	INVERT		
IPS	IRON PIPE SIZE		
IRBIC	IRRIGATION		
ISPCW	IDADO STANDARDS FOR PUBLIC WORKS CONSTRUCTION		



LOCALITY MAP

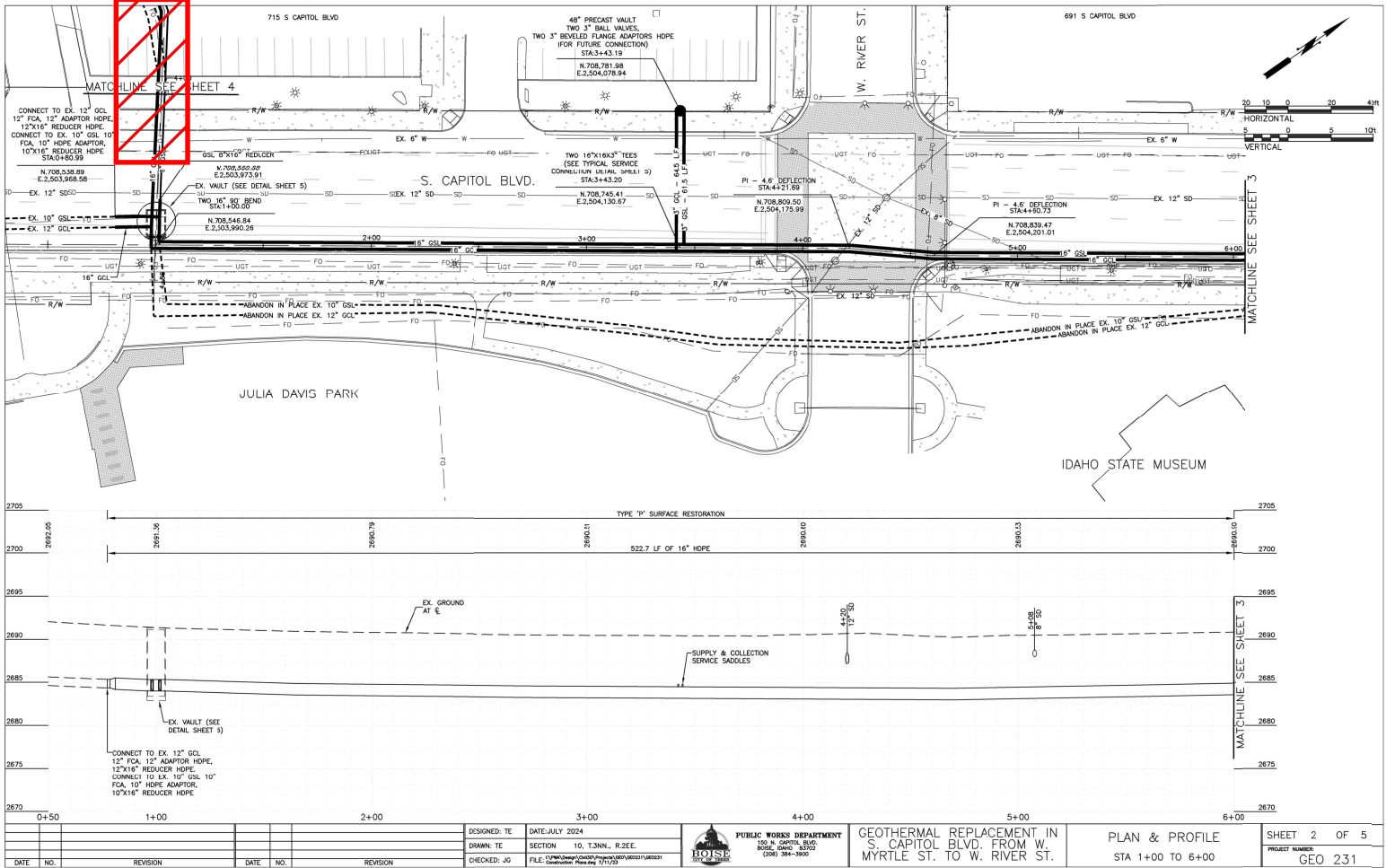


VICINITY MAP

### INDEX TO DRAWINGS

- SHEET NUMBER
- 1 COVER
  - 2 PLAN & PROFILE STA 1+00 TO 6+00
  - 3 PLAN & PROFILE STA 6+00 TO 11+00
  - 4 PLAN & PROFILE LIBRARY STA 1+00 TO 4+00
  - 5 DETAILS

DESIGNED: TE	DATE: JULY 2024	<b>PUBLIC WORKS DEPARTMENT</b> 100 N. CAPITOL BLVD. BOISE, IDAHO 83725 (208) 384-3900	<b>GEOTHERMAL REPLACEMENT IN S. CAPITOL BLVD. FROM W. MYRTLE ST. TO W. RIVER ST.</b>	COVER	SHEET 1 OF 5		
DRAWN: TE	SECTION 10, T.3N., R.2E.						
CHECKED: JG	FILE: \\PWS\Drawings\2024\Projects\GEO231\GEO231.dwg						
DATE	NO.	REVISION	DATE	NO.	REVISION		



DATE	NO.	REVISION	DATE	NO.	REVISION

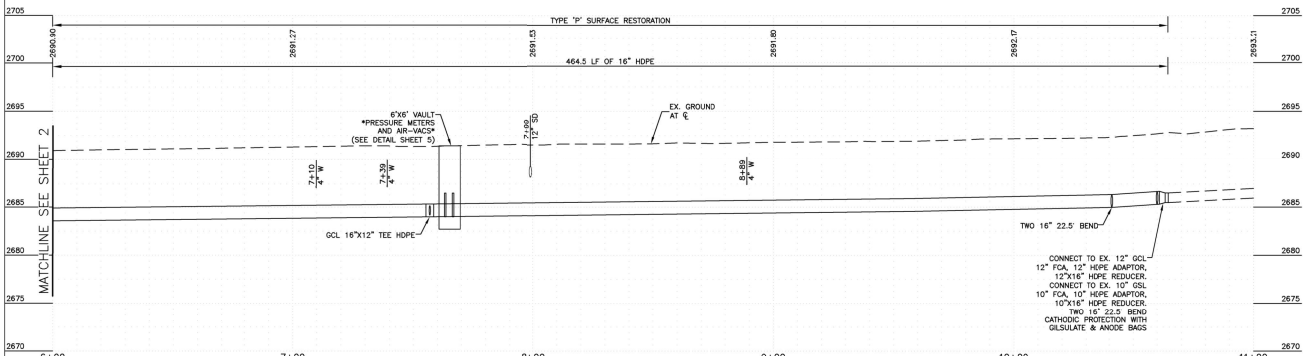
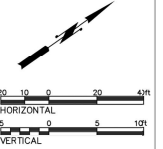
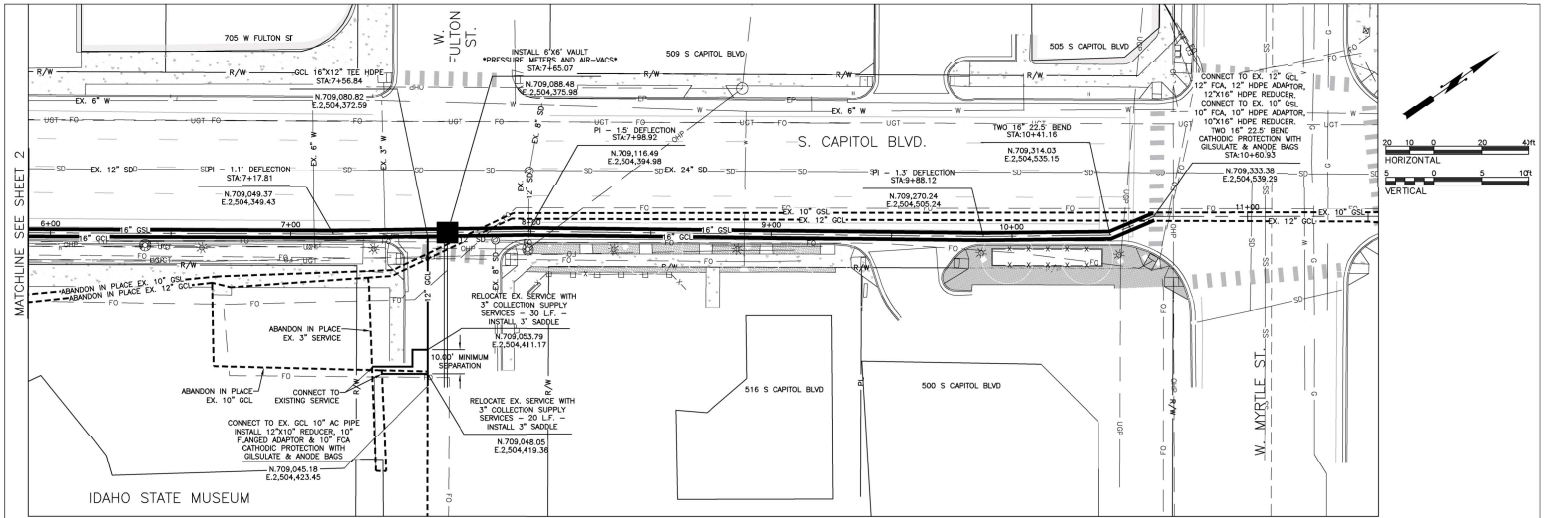
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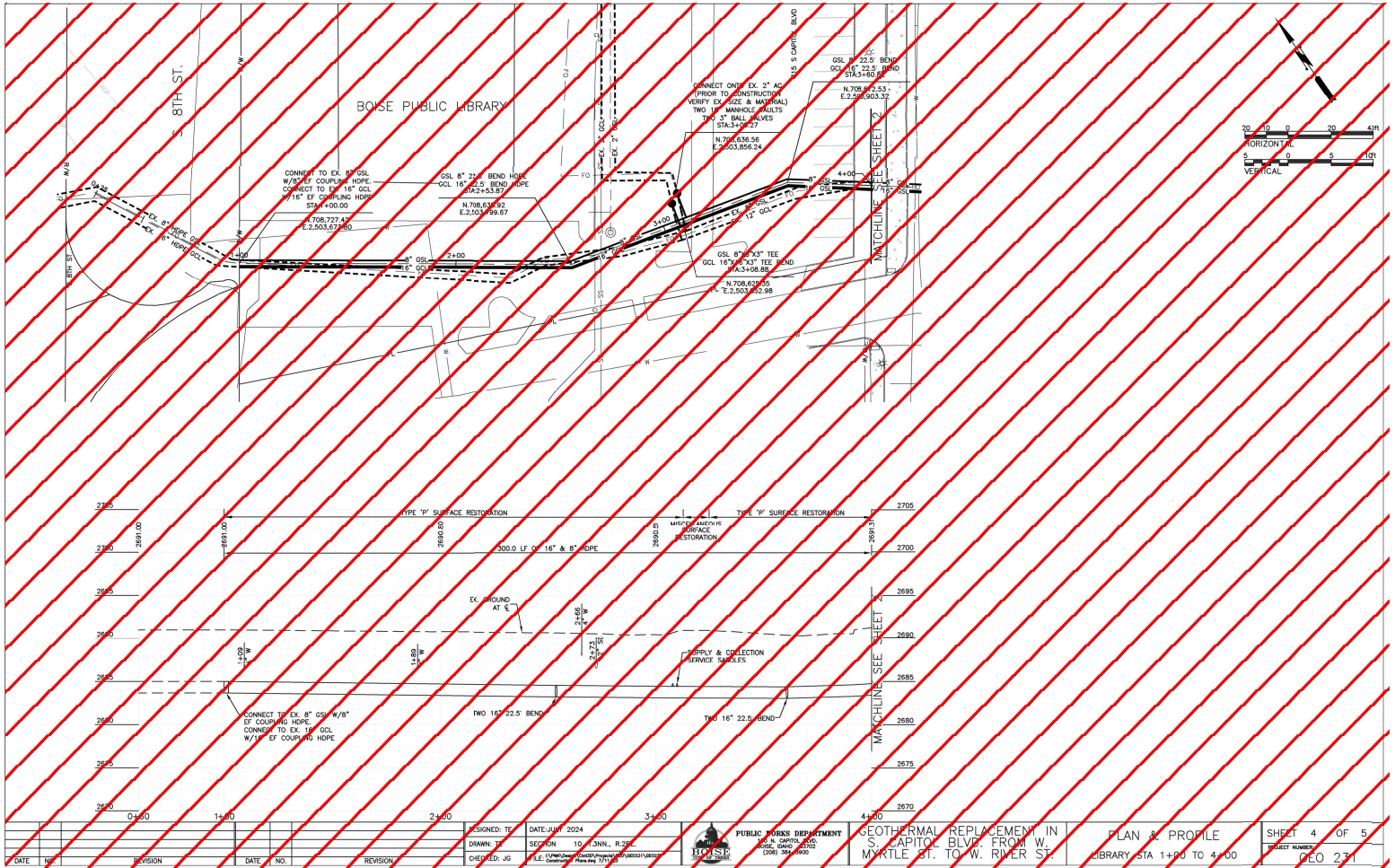
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PROJECT NUMBER GEO 231

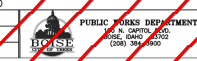


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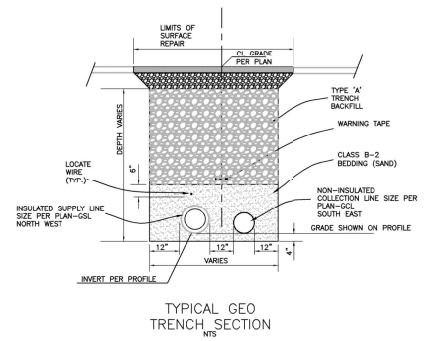
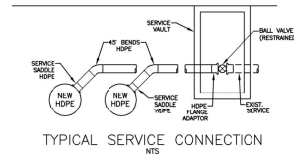
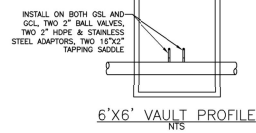
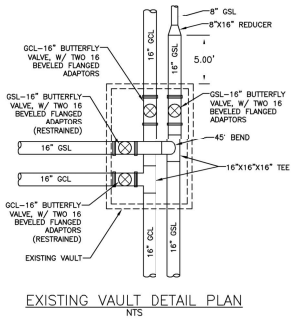
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 S. CAPITOL BLVD FROM W.  
 MYRTLE ST. TO W. RIVER ST.

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SHEET 4 OF 5  
 PROJECT NUMBER: DEO 231



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**PUBLIC WORKS DEPARTMENT**  
 150 N. CAPITOL BLVD.  
 BOISE, IDAHO 83725  
 (208) 384-3900

GEOHERMAL REPLACEMENT IN  
 S. CAPITOL BLVD. FROM W.  
 MYRTLE ST. TO W. RIVER ST.

DETAILS

SHEET 5 OF 5
PROJECT NUMBER GEO 231



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**AGENDA BILL**

<b>Agenda Subject:</b> Prequalification of Contractors for Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Megan Pape, Project Manager  Kathy Wanner, Contracts Manager	<b>Attachments:</b> A. Resolution 1884 B. RFQ issued May 21, 2024	
<b>Action Requested:</b> Adopt Resolution 1884 selecting prequalified contractors for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.		

**Background:**

Beginning in the winter of 2022, Capital City Development Corporation and The Land Group, has been working with partner agencies, Boise City Canal representatives, and site property owners to develop a multi-use pathway that is intended to connect users from the existing pedestrian crossing on Broadway Avenue to the proposed improvements on Grove St at the 3rd Street intersection. As identified in planning documentation from the City of Boise Parks and Recreation, and CCDC Grove St corridor visioning, this connection has been identified as a high priority by the public and relevant agencies to provide safe access from the East End to the Downtown urban core for both pedestrians and cyclists.

The project will feature a 12'-wide concrete multi-use path per City standards. Where site constraints limit width, the path will be reduced to 10' but will still provide adequate clearance on the shoulders to support anticipated pedestrian and bicycle traffic. Along the canal, decorative handrails, lighting, and concrete retaining walls will be installed. Per the primary concerns regarding maintenance and safety, canal maintenance, and preservation of the historic canal, extra care has gone into providing additional lighting, improving lines of sight, installing guardrails that can be removed for maintenance, and maintaining as much of the existing historic engineering and construction of the canal as possible.

**Request for Qualification Process:**

The Agency has found it desirable for public works contractors to have experience in constructing certain Agency projects. Equally important is a demonstrated ability to handle complex logistics and site conditions in an urban setting, sufficient resources to keep the project moving quickly, sound record keeping and safety protocols, and sensitivity to community relations.

To accomplish those goals, the Agency utilizes Idaho Code § 67-2805(2)(b) which provides for a two-stage process for procuring public works construction valued in excess of \$200,000:

- Stage 1: Agencies can examine preliminary supplemental qualifications such as experience constructing similar facilities and overall performance history to prequalify licensed public works contractors prior to a competitive bidding process.
- Stage 2: Invite bids from only prequalified licensed public works contractors from Stage 1.

The Agency's Request for Qualifications (RFQ) for the Project was issued on May 21, 2024. Legal notice was published in the *Idaho Press Tribune* on May 21 and 28, 2024. In an effort to receive as many qualification packages as possible a notice was also emailed to thirteen (13) public works contractors.

Seven contractors, responded to the RFQ by the 3:00 p.m., June 20, 2024, deadline:

1. BriCon Inc.
2. Guho Corp
3. Hawkeye Builders, Inc.
4. Knife River Corporation – Mountain West
5. LaRiviere, Inc.
6. Sunnyridge Construction, LLC
7. Wright Brothers, the Building Company, Eagle LLC

#### Contractor Licensing

Review of the contractor's licensing information revealed that they are properly licensed to perform the work.

#### Reviewing the Prequalification Standards

In addition to simple licensing and company information, the RFQ set forth minimum requirements including the submission of up to three relevant projects that clearly demonstrated the following:

- Construction of a high-volume cast-in-place concrete retaining wall within a waterway.
- Work within an irrigation facility channel, demonstrating flow diversion and/or dewatering during construction.
- Replacement and installation of curb/gutter/pedestrian ramps.
- Maintaining pedestrian paths and traffic flow during construction.
- An awarded bid value of at least \$450,000.
- Name of Government Entity and contact information.

An evaluation panel reviewed the SOQs and found that BriCon Inc., Guho Corp, Knife River Corporation – Mountain West, LaRiviere Inc., and Wright Brothers, the Building Company, Eagle LLC met the prequalification standards.

Two companies, Hawkeye Builders, Inc. and Sunnyridge Construction, LLC did not meet the prequalification standards. Hawkeye Builders, Inc. did not provide adequate details and information to clearly demonstrate experience and capability to meet the minimum requirements set forth in the RFQ. Sunnyridge Construction, LLC did not provide a relevant project that met

the minimum \$450,000 bid value requirement. Because of these reasons, Hawkeye Builders, Inc. and Sunnyridge Construction, LLC are ineligible to be prequalified for the Boise City Canal Multi-Use Pathway Project.

**Fiscal Notes:**

The Agency's FY2024 budget includes sufficient funding for this project.

**Staff Recommendation:**

Staff recommends that the Agency Board adopt Resolution 1884 prequalifying BriCon Inc., Guho Corp, Knife River Corporation – Mountain West, LaRiviere, Inc., and Wright Brothers, the Building Company, Eagle LLC as eligible to submit a bid for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

**Suggested Motion:**

I move to adopt Resolution 1884 prequalifying BriCon Inc., Guho Corp, Knife River Corporation – Mountain West, LaRiviere, Inc., and Wright Brothers, the Building Company, Eagle LLC as eligible to submit a bid for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

**Attachment A**  
**Resolution 1884**

**RESOLUTION NO. 1884**

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, PREQUALIFYING BRICON, INC., GUHO CORP., KNIFE RIVER CORPORATION – MOUNTAIN WEST, LARIVIERE, INC., AND WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC, AS ELIGIBLE TO SUBMIT A BID FOR THE BOISE CANAL MULTI-USE PATHWAY, 3RD STREET TO BROADWAY AVENUE PROJECT; FINDING THAT HAWKEYE BUILDERS, INC. AND SUNNYRIDGE CONSTRUCTION, LLC ARE NOT ELIGIBLE TO BE PRE-QUALIFIED FOR MINIMUM QUALIFICATION REASONS ;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, Idaho Code § 67-2805(2)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and,
- Stage 2: Invites bids from only licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(2)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") from licensed public works contractors for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project on May 21, 2024, and published notice of the RFQ in the *Idaho Press Tribune* newspaper on May 21 and 28, 2024; and,

WHEREAS, the deadline for submitting a signed Statement of Qualifications and Required Waiver & Release Form (collectively, the "SOQ") was June 20, 2024, at 3:00 p.m.; and,

WHEREAS, seven (7) construction companies provided an SOQ by the June 20, 2024, deadline: Bricon, Inc., Guho Corp., Hawkeye Builders, Inc., Knife River Corporation – Mountain West, LaRiviere, Inc., Sunnyridge Construction, LLC, and Wright Brothers, The Building Company, Eagle LLC; and,

WHEREAS, the RFQ contained minimum requirements to be met, one of which required the contractor to submit up to three relevant projects that clearly demonstrated the following:

- Construction of a high-volume cast-in-place concrete retaining wall within a waterway.
- Work within an irrigation facility channel, demonstrating flow diversion and/or dewatering during construction.
- Replacement and installation of curb/gutter/pedestrian ramps.
- Maintaining pedestrian paths and traffic flow during construction.
- An awarded bid value of at least \$450,000

WHEREAS, Agency staff examined the seven (7) SOQs and, based on the information provided, found that Bricon, Inc., Guho Corp., Knife River Corporation – Mountain West, LaRiviere, Inc., and Wright Brothers, the Building Company, Eagle LLC, provided sufficient information regarding the pre-qualification criteria stated in the RFQ; and,

WHEREAS, Agency staff examined the SOQ from Hawkeye Builders, Inc., and found that the company is not eligible to be pre-qualified because the company did not provide adequate details and information to demonstrate the experience required; and,

WHEREAS, Agency staff examined the SOQ from Sunnyridge Construction, LLC and found the company is not eligible to be pre-qualified because they did not provide a relevant project with a bid amount of at least \$450,000; and,

WHEREAS, Agency staff recommends the Agency Board pre-qualify, in accordance with Idaho Code § 67-2805(2)(b), Bricon, Inc., Guho Corp., Knife River Corporation – Mountain West, LaRiviere, Inc and Wright Brothers, the Building Company, Eagle LLC, as eligible to submit competitive bids for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project; and,

WHEREAS, the Agency Board finds it in the best public interest to pre-qualify Guho Corp., Knife River Corporation – Mountain West, LaRiviere, LLC, and Wright Brothers, the Building Company, Eagle LLC, as eligible to submit competitive bids for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

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 and incorporated herein.

Section 2: That the Agency Board hereby finds that Bricon, Inc., Guho Corp., Knife River Corporation – Mountain West, LaRiviere, Inc and Wright Brothers, the Building Company,

Eagle LLC, provided sufficient information to meet the prequalification standards set forth in the RFQ for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

Section 3: That the Agency Board hereby prequalifies, in accordance with Idaho Code § 67-2805(2)(b), Bricon, Inc., Guho Corp, Knife River – Mountain West, LaRiviere Inc., and Wright Brothers, The Building Company, Eagle LLC as eligible to submit a bid for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

Section 4: That the Agency Board finds that Hawkeye Builders, Inc. and Sunnyridge Construction, LLC, are ineligible to be pre-qualified for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project because they did not meet the minimum qualifications set forth in the RFQ.

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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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

**Attachment B**

**Request for Qualifications – issued May 21, 2024**





REQUEST FOR QUALIFICATIONS  
PUBLIC WORKS CONTRACTOR  
**BOISE CITY CANAL MULTI-USE PATHWAY, 3RD STREET TO BROADWAY AVENUE**

**ADDENDUM NO. 1**

Issued June 12, 2024

**NOTICE TO PROPOSERS**

- A. This addendum serves to clarify, revise, and supersede information in the Request for Qualifications.
- B. The Proposer shall acknowledge receipt of this Addendum as directed in the Request for Qualifications packet.
- C. The due date remains unchanged.
  - 1. **Due Date: June 20, 2024 by 3:00 p.m. local time** (electronic submittal)
- D. REVISIONS TO PART 2 – QUALIFICATION INFORMATION. EXHIBIT A CONTRACTOR QUALIFICATION APPLICATION.
  - 1. SECTION 2: Minimum Requirements, Item 3 is hereby amended and revised to allow for the submittal of up to three relevant projects. Please use **Revised Exhibit A** attached to this addendum.

**LIST OF DOCUMENTS** **NO. OF PAGES**

This Addendum No. 1 issued June 12, 2024	1
Revised Exhibit A	9

END OF ADDENDUM NO. 1

**EXHIBIT A**  
**REVISED June 12, 2024**

**CONTRACTOR QUALIFICATION APPLICATION**  
**(REQUIRED FOR SUBMISSION)**

BOISE CITY CANAL MULTI-USE PATHWAY,  
3RD STREET TO BROADWAY AVENUE

TO: Capital City Development Corporation  
By email: [bids@ccdcb Boise.com](mailto:bids@ccdcb Boise.com)  
Attn: Kathy Wanner, Contracts Manager  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702

**SECTION 1: GENERAL INFORMATION AND LICENSING**

1. **Name of Company:** \_\_\_\_\_  
Company Type: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Individual \_\_\_ LLC \_\_\_ Other  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Name of current owner, CEO, or president: \_\_\_\_\_
  
2. **LICENSE:** Idaho Public Works Contractor License # \_\_\_\_\_  
Provide a list of categories of work that your firm normally performs with its own forces.  
\_\_\_\_\_  
\_\_\_\_\_  
Number of years the Company has been in business: \_\_\_\_\_  
Is the Company a parent or subsidiary of another Company? \_\_\_ Yes \_\_\_ No  
If yes, please explain: \_\_\_\_\_
  
3. **ADDENDA:** Respondent has reviewed and understands all addenda issued with this RFQ:  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**SECTION 2: MINIMUM REQUIREMENTS**

1. Complete and include a signed Certification and Waiver & Release (Exhibit B).
2. Does your company have the ability to bond for a minimum of \$2,000,000?  
\_\_\_\_\_Yes \_\_\_\_\_ No
3. To demonstrate experience and capability to perform work, the Contractor must provide **at least one and up to three relevant** projects completed for a government or quasi-government entity (including Water Companies and Canal Districts) within the last five (5) years. *The projects must **clearly demonstrate** the following to be accepted as relevant experience:*
  - Construction of a high-volume cast-in-place concrete retaining wall within a waterway.
  - Work within an irrigation facility channel, demonstrating flow diversion and/or dewatering during construction.
  - Replacement and installation of curb/gutter/pedestrian ramps.
  - Maintaining pedestrian paths and traffic flow during construction.
  - An awarded bid value of at least \$450,000.
  - Name of Government Entity and Contact information.

**Relevant Project Information**

*Please fill out the following completely. Information may be completed on a separate sheet and attached to the RFQ submittal.*

**Project 1 - Required**

Project Name: \_\_\_\_\_

Project Description (*include details on how project meets and demonstrates relevant experience*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Contractor's Project Manager: \_\_\_\_\_

Contractor's Superintendent: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Change Order Amount: \_\_\_\_\_

Original Project Schedule(days): \_\_\_\_\_

Revised/Final Project Schedule (days): \_\_\_\_\_

Describe Change Orders (cost, schedule impact, and reason for change): \_\_\_\_\_

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Were liquidated damages assessed or were there any claims on this project?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, describe amounts and details. \_\_\_\_\_

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Owner's Contact Information (Entity, Contact Name, Role, Phone Number, email address)

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**Project 2**

Project Name: \_\_\_\_\_

Project Description (*include details on how project meets and demonstrates relevant experience*): \_\_\_\_\_

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Contractor's Project Manager: \_\_\_\_\_

Contractor's Superintendent: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Change Order Amount: \_\_\_\_\_

Original Project Schedule(days): \_\_\_\_\_

Revised/Final Project Schedule (days): \_\_\_\_\_

Describe Change Orders (cost, schedule impact, and reason for change): \_\_\_\_\_

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Were liquidated damages assessed or were there any claims on this project?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, describe amounts and details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner's Contact Information (Entity, Contact Name, Role, Phone Number, email address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project 3**

Project Name: \_\_\_\_\_

Project Description (*include details on how project meets and demonstrates relevant experience*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor's Project Manager: \_\_\_\_\_

Contractor's Superintendent: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Change Order Amount: \_\_\_\_\_

Original Project Schedule(days): \_\_\_\_\_

Revised/Final Project Schedule (days): \_\_\_\_\_

Describe Change Orders (cost, schedule impact, and reason for change): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Were liquidated damages assessed or were there any claims on this project?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, describe amounts and details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner's Contact Information (Entity, Contact Name, Role, Phone Number, email address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SECTION 3: PERFORMANCE INFORMATION**

**PROVIDE:** Provide answers to the following questions; provide documents where requested.

1. Based on the attached project drawings, is your company able to complete all necessary work within the canal channel during the irrigation off-season?  
\_\_\_\_\_Yes \_\_\_\_\_ No
2. Has your company completed a high-volume cast-in-place concrete project in sub-freezing temperatures?  
\_\_\_\_\_Yes \_\_\_\_\_ No
3. Has your company ever completed a public works construction project within a confined footprint (such as an active irrigation canal or stream bed)?  
\_\_\_\_\_Yes \_\_\_\_\_ No
4. Does your company have cyber security liability insurance?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
5. Does your company have cyber security protections in place such as multi-factor authentication for employees?  
\_\_\_\_\_Yes \_\_\_\_\_ No
6. Within the last 3 years, has your company experienced any cyber incident such as social engineering, ransomware, privacy breach, etc.?  
\_\_\_\_\_Yes \_\_\_\_\_ No
7. Does your company have a health and safety training program?  
\_\_\_\_\_Yes \_\_\_\_\_ No
8. Does your company have experience working with the U.S. Army Corps of Engineers, the Environmental Protection Agency, Idaho Department of Environmental Quality, or any other equivalent environmental quality control board?  
\_\_\_\_\_Yes \_\_\_\_\_ No
9. If you responded yes, to the question above, have you ever been cited or had penalties assessed against your company or the owner of a project on which your company was the contractor or deemed responsible for the penalties?  
\_\_\_\_\_Yes \_\_\_\_\_ No
10. Has your firm, or any of its parent company(s) or subsidiaries, in the last five (5) years:  
  
Had any projects with any claims requiring mediation, arbitration, litigation or other formal dispute resolution from ongoing or former projects?  
\_\_\_\_\_Yes \_\_\_\_\_ No  
  
Had liens placed by subcontractors?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Received stopwork notice from project owner or AHJ?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Failed to complete a construction contract or been terminated for any reason?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Received one or more citations from OSHA or any AHJ's?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Had any surety company make payments on your company's behalf as a result of default, to satisfy any claims made against a performance or payment bond, in connection with any public or private construction project?  
\_\_\_\_\_Yes \_\_\_\_\_ No

**If you answered "yes" to any of the questions listed in Question 10, provide the project, dates, circumstances, resolution and/or other pertinent details on a separate page. If applicable, provide documents requested.**

**END OF REVISED EXHIBIT A**



# REQUEST FOR QUALIFICATIONS

## PUBLIC WORKS CONTRACTORS

PRE-QUALIFICATION FOR  
BOISE CITY CANAL MULTI-USE PATHWAY,  
3RD STREET TO BROADWAY AVENUE  
BOISE, IDAHO

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**QUALIFICATIONS MUST BE RECEIVED BY:**

**3:00 P.M. LOCAL TIME, JUNE 20, 2024**

[bids@ccdcboise.com](mailto:bids@ccdcboise.com)

**REQUEST FOR QUALIFICATIONS**  
**Pre-Qualification for Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue**

May 21, 2024

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, Idaho, will accept Statements of Qualifications from Idaho-licensed public works contractors to be pre-qualified, in accordance with Idaho Code § 67-2805(2)(b), to submit competitive bids for construction of the Boise City Canal Multi-Use Pathway (3rd Street to Broadway Avenue) Project in downtown Boise, Idaho. CCDC will prequalify bidders on the following criteria: technical competence; experience constructing similar facilities; available non-financial resources, equipment, and personnel; and overall performance history based upon the contractor's entire body of work. Only contractors pre-qualified through this process will be allowed to submit a bid for the public works construction project.

Licensed public works contractors seeking pre-qualification must complete and submit the pre-qualification forms provided herein.

**Submission deadline is 3:00 P.M. local time, June 20 2024.**

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner  
Contracts Manager  
[kwanner@ccdcb Boise.com](mailto:kwanner@ccdcb Boise.com)



121 N 9TH ST, SUITE 501 BOISE, ID 83702  
208-391-7304 [WWW.CCDCBOISE.COM](http://WWW.CCDCBOISE.COM)

## **PART 1 – GENERAL INFORMATION**

### **1.1 SCOPE OF WORK**

The Boise City Canal Multi-Use Pathway (BCCMUP) Project will involve construction of a 10'-12' wide ADA-compliant, concrete, multi-use pathway within multiple public access easements located on private property, generally following the extension of the Grove Street alignment between 3<sup>rd</sup> Street and Broadway Ave in downtown Boise.

The proposed pathway alignment is constrained between existing features and facilities including an Idaho Power electrical substation, an active irrigation canal, a private parking garage, a parking lot and other existing features which will limit the size of the anticipated work area and may pose challenges for access to the pathway alignment.

Portions of the proposed pathway alignment require extensive cast-in-place, concrete retaining walls within the canal channel as well as adjacent to existing Idaho Power security fencing around the substation, some of which includes integrated pedestrian lighting. Work within the canal will likely necessitate diversion of flows and/or foundation dewatering and will be limited to non-irrigating season when flows within the canal are the lowest between October 15, 2024 to March 15, 2025.

The pathway construction also includes removal of existing trees, installation of new landscaping and associated irrigation systems, extensive handrail fabrication and installation, and installation of electrical conduit and overhead lighting.

All work shall be in accordance with the approved project plans and specifications (included for reference).

CCDC estimates the total construction cost to be: \$2-3 million.

CCDC is seeking a contractor capable of meeting the following criteria:

- Experience constructing projects in a constrained work zone footprint within a downtown environment, with the use of small equipment.
- Demonstrated experience wherein relevant projects were completed on time and within budget.
- Demonstrated ability to maintain close communication with owner, authorities having jurisdiction (“AHJ”), and stakeholders through weekly meetings, e-mail correspondence and in-person meetings.
- Demonstrated competence in record keeping and safety protocols (job site related and internal office practices related to cyber security protection).
- Demonstrated ability to construct a complex high-volume concrete form during winter months with below-freezing temperatures.
- Experience working within an active irrigation facility channel, demonstrating flow diversion and/or dewatering during construction.

## 1.2 RFQ SUBMISSION

The submission package must be submitted electronically by email to [bids@ccdcb Boise](mailto:bids@ccdcb Boise)

Please include this subject line on the email:

**RFQ SUBMITTAL: Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue**

To be considered, the submission package must contain:

- Exhibit A: Contractor Qualification Application and any supporting documentation.
- Exhibit B: Required Certification and Waiver & Release

Exhibit A: Statements of Qualifications requires that the Respondent provide other documents containing requested information and answer all Yes / No questions found throughout. Failure to supply the requested information or complete any form may be cause to deem the submission non-responsive.

All required submittal documents must be **signed and dated** and must be submitted via email either in one PDF or a separate PDF of each required document. Electronic signatures are acceptable, provided the signed document is in PDF format and can be opened and read in Adobe Acrobat XI without the need for additional software, applications, or extensions. Scanned signatures are also acceptable. Unsigned submissions will not be accepted. Late or incomplete submissions will not be accepted. Respondent assumes full responsibility for the timely delivery of its submission of all documents by way of the email process.

Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

## 1.3 OBJECTIONS

Written objections to prequalification procedures must be received by CCDC at least three (3) business days before the date and time upon which submissions are due. Objections are to be in writing directed to Kathy Wanner, Contracts Manager, at [kwanner@ccdcb Boise](mailto:kwanner@ccdcb Boise).

## 1.4 ADDENDA

In the event it becomes necessary to revise any part of the RFQ, written addenda will be issued. Addenda will be made available by way of the CCDC website: [www.ccdcboise.com](http://www.ccdcboise.com). It is the Respondent's responsibility to check for addenda prior to submitting a submission package. Respondents are requested to acknowledge all addenda in the space provided on Exhibit A. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

## 1.5 RIGHTS RESERVED

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code, and the laws for Purchasing by Political Subdivisions, Chapter 28, Title 67, Idaho Code. CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its RFQ and any minor irregularities in the submissions received, to request additional data and information from any and

all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the submissions that are in the best interest of CCDC. The issuance of this RFQ and the receipt and evaluation of submissions does not obligate CCDC to take any further action relative to the RFQ. CCDC may in its discretion cancel this process at any time without liability.

#### **1.6 PUBLIC RECORDS**

CCDC is a public agency. All documents in its possession are public records subject to disclosure under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code, and will be available for inspection and copying by any person after the RFQ process is complete.

If any Respondent claims any part of its submission is exempt from disclosure under the Idaho Public Records Act, Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire submission as "Confidential" is not in accordance with the Idaho Public Records Act and will not be honored. CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

END OF PART 1

## PART 2 – QUALIFICATION INFORMATION

### 2.1 BASIS FOR SELECTION AND PRE-QUALIFICATION

In accordance with Idaho Code § 67-2805(2)(b), this Request for Qualifications will be evaluated based upon demonstrated technical competence, experience constructing similar facilities, prior experience with government entities, available nonfinancial resources, equipment and personnel related to the project, and the overall performance history of the contractor being considered.

The Contractor Qualification Application is composed of three distinct sections.

- The **first section** consists of general information about the contractor, including licensing and contact information.
- The **second section** is considered "Minimum Requirements" for a contractor to be considered qualified. Only contractors able to meet these requirements will be considered qualified to bid.
- The **third section** includes questions that the Agency will use to further evaluate the Contractor's qualifications based on past performance relative to quality of work, schedule and budget compliance, safety, cyber security protocols, and dispute history.

The following can result in a contractor being found not qualified:

1. Failure to meet the "Minimum Requirements";
2. Failure to sign the RFQ submittal using the Signature pages provided in Exhibit B;
3. Failure to submit any material information required;
4. Deliberate submission of false information;
5. Inability to verify or contact references;
6. Any combination of substantive factors including, but not limited to, history of failure to perform in contracts, disregard of laws and regulations, inferior quality control and safety programs, and lack of or inferior quality of cyber security, which in the sole discretion of CCDC, do not meet the standards of fitness or reliability expected from those wishing to do business with CCDC; or,
7. Failure to provide a valid Idaho Public Works Contractors License.

CCDC may conduct investigations and interviews, if necessary, to determine the performance record and abilities of Respondent to perform the size and type of work to be contracted. By submitting a response to this RFQ, the Respondent is authorizing CCDC to conduct investigations and interviews as needed. CCDC reserves the right to waive irregularities in the Respondent's RFQ response, provided that the Respondent, in the sole discretion of CCDC, meets the intent of the RFQ by demonstrating that their firm and staff have the experience and capability to successfully complete this Project.



## 2.2 PROJECT SCHEDULE (*Tentative*)

### Prequalification

Request for Qualifications issued	May 21, 2024
Last Day for Questions	June 12, 2024 by 5 p.m.
Last Day addenda issued, if needed	June 14, 2024
Last Day for Objections to procedures	June 17, 2024 by 3 p.m.
Qualifications Due	June 20, 2024 by 3 p.m.
Selection of Pre-Qualified Contractors	CCDC Board Meeting: July 2024

### Project Bidding

Invitation to Bid to Pre-Qualified Contractors	July 23, 2024 ( <i>anticipated</i> )
Bids Due	August 14, 2024 ( <i>anticipated</i> )
Bid Award   CCDC Board Meeting	August 28, 2024 or September 9, 2024

### Project Construction

Notice to Proceed	Mid-September 2024 ( <i>anticipated</i> )
Work within Boise City Canal Channel	October 15, 2024 – March 15, 2025
Construction Substantial Completion	August 30, 2025 – no extensions

END OF PART 2

**EXHIBIT A**

**CONTRACTOR QUALIFICATION APPLICATION  
(REQUIRED FOR SUBMISSION)**

**BOISE CITY CANAL MULTI-USE PATHWAY,  
3RD STREET TO BROADWAY AVENUE**

TO: Capital City Development Corporation  
By email: [bids@ccdcb Boise](mailto:bids@ccdcb Boise)  
Attn: Kathy Wanner, Contracts Manager  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702

**SECTION 1: GENERAL INFORMATION AND LICENSING**

1. **Name of Company:** \_\_\_\_\_  
Company Type: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Individual \_\_\_ LLC \_\_\_ Other  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Name of current owner, CEO, or president: \_\_\_\_\_
  
2. **LICENSE:** Idaho Public Works Contractor License # \_\_\_\_\_  
Provide a list of categories of work that your firm normally performs with its own forces.  
\_\_\_\_\_  
\_\_\_\_\_  
Number of years the Company has been in business: \_\_\_\_\_  
Is the Company a parent or subsidiary of another Company? \_\_\_ Yes \_\_\_ No  
If yes, please explain: \_\_\_\_\_
  
3. **ADDENDA:** Respondent has reviewed and understands all addenda issued with this RFQ:  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**SECTION 2: MINIMUM REQUIREMENTS**

1. Complete and include a signed Certification and Waiver & Release (Exhibit B).
2. Does your company have the ability to bond for a minimum of \$2,000,000?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No
3. To demonstrate experience and capability to perform work, the Contractor must provide one relevant project completed for a government entity (including Water Companies and Canal Districts) within the last five (5) years.. *The project must include the following in order to be accepted as relevant experience:*
  - Construction of a high-volume cast-in-place concrete retaining wall within a waterway.
  - Work within an irrigation facility channel, demonstrating flow diversion and/or dewatering during construction.
  - Replacement and installation of curb/gutter/pedestrian ramps.
  - Maintaining pedestrian paths and traffic flow during construction.
  - An awarded bid value of at least \$450,000.
  - Name of Government Entity and Contact information.

**Relevant Project Information**

*Please fill out the following completely. Information may be completed on a separate sheet and attached to the RFQ submittal.*

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor's Project Manager: \_\_\_\_\_

Contractor's Superintendent: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Change Order Amount: \_\_\_\_\_

Original Project Schedule(days): \_\_\_\_\_

Revised/Final Project Schedule (days): \_\_\_\_\_

Describe Change Orders (cost, schedule impact, and reason for change): \_\_\_\_\_

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Were liquidated damages assessed or were there any claims on this project?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, describe amounts and details. \_\_\_\_\_

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Owner's Contact Information (Entity, Contact Name, Role, Phone Number, email address)

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### **SECTION 3: PERFORMANCE INFORMATION**

**PROVIDE:** Provide answers to the following questions; provide documents where requested.

1. Based on the attached project drawings, is your company able to complete all necessary work within the canal channel during the irrigation off-season?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
2. Has your company completed a high-volume cast-in-place concrete project in sub-freezing temperatures?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
3. Has your company ever completed a public works construction project within a confined footprint (such as an active irrigation canal or stream bed)?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
4. Does your company have cyber security liability insurance?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No
5. Does your company have cyber security protections in place such as multi-factor authentication for employees?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
6. Within the last 3 years, has your company experienced any cyber incident such as social engineering, ransomware, privacy breach, etc.?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
7. Does your company have a health and safety training program?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
8. Does your company have experience working with the U.S. Army Corps of Engineers, the Environmental Protection Agency, Idaho Department of Environmental Quality, or any other equivalent environmental quality control board?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
9. If you responded yes, to the question above, have you ever been cited or had penalties assessed against your company or the owner of a project on which your company was the contractor or deemed responsible for the penalties?  
\_\_\_\_\_Yes    \_\_\_\_\_ No
10. Has your firm, or any of its parent company(s) or subsidiaries, in the last five (5) years:  
  
    Had any projects with any claims requiring mediation, arbitration, litigation or other formal dispute resolution from ongoing or former projects?  
    \_\_\_\_\_Yes    \_\_\_\_\_ No  
  
    Had liens placed by subcontractors?  
    \_\_\_\_\_Yes    \_\_\_\_\_ No  
  
    Received stopwork notice from project owner or AHJ?  
    \_\_\_\_\_Yes    \_\_\_\_\_ No

Failed to complete a construction contract or been terminated for any reason?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Received one or more citations from OSHA or any AHJ's?  
\_\_\_\_\_Yes \_\_\_\_\_ No

Had any surety company make payments on your company's behalf as a result of default, to satisfy any claims made against a performance or payment bond, in connection with any public or private construction project?  
\_\_\_\_\_Yes \_\_\_\_\_ No

**If you answered "yes" to any of the questions listed in Question 10, provide the project, dates, circumstances, resolution and/or other pertinent details on a separate page. Provide documents requested.**

**END OF EXHIBIT A**





# PRELIMINARY

CCDC Multi-Use Pathway Project | TLG PN: 122112 | May 20, 2024

Work Item and Change Order Schedule			
Item No.	Work Items (Refer to drawings for more information)	Unit of Measure	Est. Quantity
<i>Division 100</i>			
1	Mobilization / Demobilization / General Conditions	LS	1
<i>Division 200</i>			
2	Clearing and Grubbing	AC	0.22
3	Removal of Obstructions	LS	1
4	Removal of Concrete and Asphalt	SY	1,280
5	Removal of Concrete Curb	LF	1,011
6	Remove and haul away tree and rootball	EA	32
7	Remove and haul away IPCO fence	LF	523
8	Remove and haul away IPCO Fence Angled Security Arm	LF	410
9	Remove and store block wall	LF	46
10	Remove and haul away misc. items (signs, SL pipe, etc)	LS	1
11	Unsuitable Material Excavation	CY	500
12	Import and Compaction at Canal @ 24" Depth	CY	500
13	Dewatering	LS	1
<i>Division 300</i>			
14	Boring for Fiber Conduit @ SLHS	LF	150
<i>Division 600</i>			
15	4" Dia Storm Drain Pipe (Including Excavation, Bedding, and Backfill)	LF	55
16	8" Dia Storm Drain Pipe (Including Excavation, Bedding, and Backfill)	LF	24

FOR REFERENCE ONLY



# PRELIMINARY

17	Catch Basin – Type I per ISPWC SD-601 (ACHD Supp.). (Including Excavation, Base Prep, and Backfill)	EA	3
18	ADS Nyloplast 10" Drain Basin (2810AG) w/ 10" Standard H-10 Drain Grate with Locking Option (Including Excavation, Base Prep, and Backfill)	EA	2
19	48" Dia Gravity Irrigation Pipe (Including Excavation, Bedding, Backfill, and Connection to Existing)	LF	5
<i>Division 700</i>			
20	Concrete for Multi-use Pathway – 5" Thick, 4,000 psi Portland Cement with Fibermesh Reinforcement Additive (Including Excavation, Base Prep, and Agg. Base)	SY	2,210
21	Concrete Sidewalk per ACHD SD-709 – 5" Thick (Including Excavation, Base Prep, and Agg. Base)	SY	26
22	Concrete Sidewalk – 4" Thick per ISPWC SD-709 (Including Excavation, Base Prep, and Agg. Base)	SY	10
23	Heavy Duty Concrete – 6" thick on 6" base @ garage entries and vehicle crossings (Including Excavation, Base Prep, and Agg. Base)	SY	189
24	Vertical Curb (no gutter) per Detail 6/C2.50 (Including Excavation, Base Prep, and Agg. Base)	LF	53
25	Rolled Curb and Catch Plate Gutter per Detail 5/C2.50 (Including Excavation, Base Prep, and Agg. Base)	LF	258
26	Ribbon Curb per Detail 7/C2.50 (Including Excavation, Base Prep, and Agg. Base)	LF	40
27	6" Curb and Catch Plate Gutter per Detail 3/C2.50 (Including	LF	436

FOR REFERENCE ONLY



# PRELIMINARY

	Excavation, Base Prep, and Agg. Base)		
28	Mow Curb per Detail 4/C2.50 (Including Excavation, Base Prep, and Agg. Base)	LF	78
29	4'-Wide Concrete Valley Gutter per ISPWC SD-708 (ACHD Supp.) (Including Excavation, Base Prep, and Agg. Base)	LF	54
30	Pedestrian Ramp – 6' Wide w/ Detectable Warning Domes (Tactile Warning Surface) per ISPWC SD-712A (Including Excavation, Base Prep, and Agg. Base)	EA	1
31	Pedestrian Ramp – 10' Wide w/ Detectable Warning Domes (Tactile Warning Surface) per ISPWC SD-712A (Including Excavation, Base Prep, and Agg. Base)	EA	1
32	Detectable Warning Domes (Tactile Warning Surface) per ISPWC SD-712 (ACHD Supp.)	SF	201
33	Concrete Retaining Wall @ Canal (Including Excavation, Base Prep, Agg. Base, Drainage Rock, and Decorative Metal Railing)	LF	555
34	Concrete Retaining Wall @ IPCO Substation (Including Excavation, Base Prep, Agg. Base, Drainage Rock, and Cap)	LF	489
35	Concrete Retaining Wall @ Ada County Parking Lot (Including Excavation, Base Prep, Agg. Base, Drainage Rock, and Decorative Metal Railing)	LF	158
36	Block Retaining Wall @ SLHS (Including Excavation, Base Prep, Agg. Base, and Drainage Rock)	LF	75
<i>Division 800</i>			
37	Asphalt Pavement – Broadway Avenue R.O.W. (Including	SY	7

FOR REFERENCE ONLY

# PRELIMINARY

	Excavation, Base Prep, Agg. Base, and Fill)		
38	Asphalt Pavement – Repair at Private Property (Including Excavation, Base Prep, Agg. Base, and Fill)	SY	346
39	Gravel Repair @ IPCo Substation and Parking Lot	SY	420
<i>Division 1000</i>			
40	Sediment Control (ESC)	LS	1
<i>Division 1100</i>			
41	Greenbelt Light (Including Excavation, Base Prep, Base, Junction Box, and Backfill)	EA	7
42	Integrated Wall Light	LF	647
43	Lighting Conduit and Conductor	LF	915
44	Junction Box @ Integrated Wall Light (Including Excavation, Base Prep, and Backfill)	EA	9
45	Metered Utility Pedestal (Including Excavation, Base Prep, and Backfill)	EA	1
46	3'X3' Concrete Vault for Fiber Utility (Including Excavation, Base Prep, and Backfill)	EA	8
47	Conduit for Fiber Utility (Including Excavation, Bedding, and Backfill)	LF	1,835
48	Construction Traffic Control	LS	1
49	Traffic Control Signs	LS	1
50	Signage and Pavement Markings	LS	1
51	Relocate Pedestrian Activator @ Broadway (Including Excavation, Base Prep, and Hardware)	LS	1
<i>Division 2000</i>			
52	Misc. Utility, Adjust to Grade	EA	10
<i>Miscellaneous</i>			
53	Tree Protection	EA	16

FOR REFERENCE ONLY



# PRELIMINARY

54	Trees	EA	6
55	Shrubs	EA	124
56	Landscape and Irrigation Repair	SF	4,165
57	Landscape Mulch – 8”-Depth 4-8” Cobble	CY	75
58	Landscape Mulch – 3”-Depth Bark	CY	11
59	Boise Parks and Rec Standard Bollard (Including Excavation, Base Prep, and Hardware)	EA	11
60	Canal Egress Ladder	EA	12
61	Decorative Metal Railing @ Canal	LF	555
62	Decorative Metal Railing @ Ada County Parking Lot	LF	158
63	IPCo Replacement Fence (10’ with security arm, excavation, and base)	LF	80
64	IPCo Fence Vertical Security Arm Replacement	LF	406

LS = Lump Sum, AC = Acre, CY = Cubic Yard, SF = Square Foot, EA = Each, SY = Square Yard, CF = Cubic Foot

FOR REFERENCE ONLY

# BOISE CITY CANAL MULTI-USE PATHWAY CAPITAL CITY DEVELOPMENT CORPORATION



## 3rd Street to Broadway Avenue, Boise

### Project Contacts:

**OWNER / DEVELOPER:**  
CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)  
121 N 9TH STREET, STE 501  
BOISE, ID 83702  
PHONE: 208.384.4264

**CONTACT:** ZACH PIEPMEYER  
**EMAIL:** zpiepmeyer@ccdcboise.com

**CIVIL ENGINEER & LANDSCAPE ARCHITECT:**  
THE LAND GROUP, INC.  
462 E. SHORE DR., STE. 100  
EAGLE, ID 83616  
PHONE: 208.939.4041

**CONTACT:** JASON DENSMER, PE  
**EMAIL:** jason@thelandgroupinc.com  
**CONTACT:** CHRISTOPHER HAWKINS, RLA  
**EMAIL:** christopher@thelandgroupinc.com

**STRUCTURAL ENGINEER:**  
ALLY STRUCTURAL CONSULTING, LLC  
3778 PLANTATION RIVER, STE 102  
BOISE, ID 83703  
PHONE: 208.949.5993

**CONTACT:** CRAIG BRASHER, PE, SE  
**EMAIL:** cbrasher@allystructural.com

**ELECTRICAL ENGINEER:**  
MUSGROVE ENGINEERING, P.A.  
234 S WHISPERWOOD WAY  
BOISE, ID 83709  
PHONE: 208.384.0585

**CONTACT:** NICK SCHAFER, PE  
**EMAIL:** nicks@musgrovepa.com

### Survey Data:

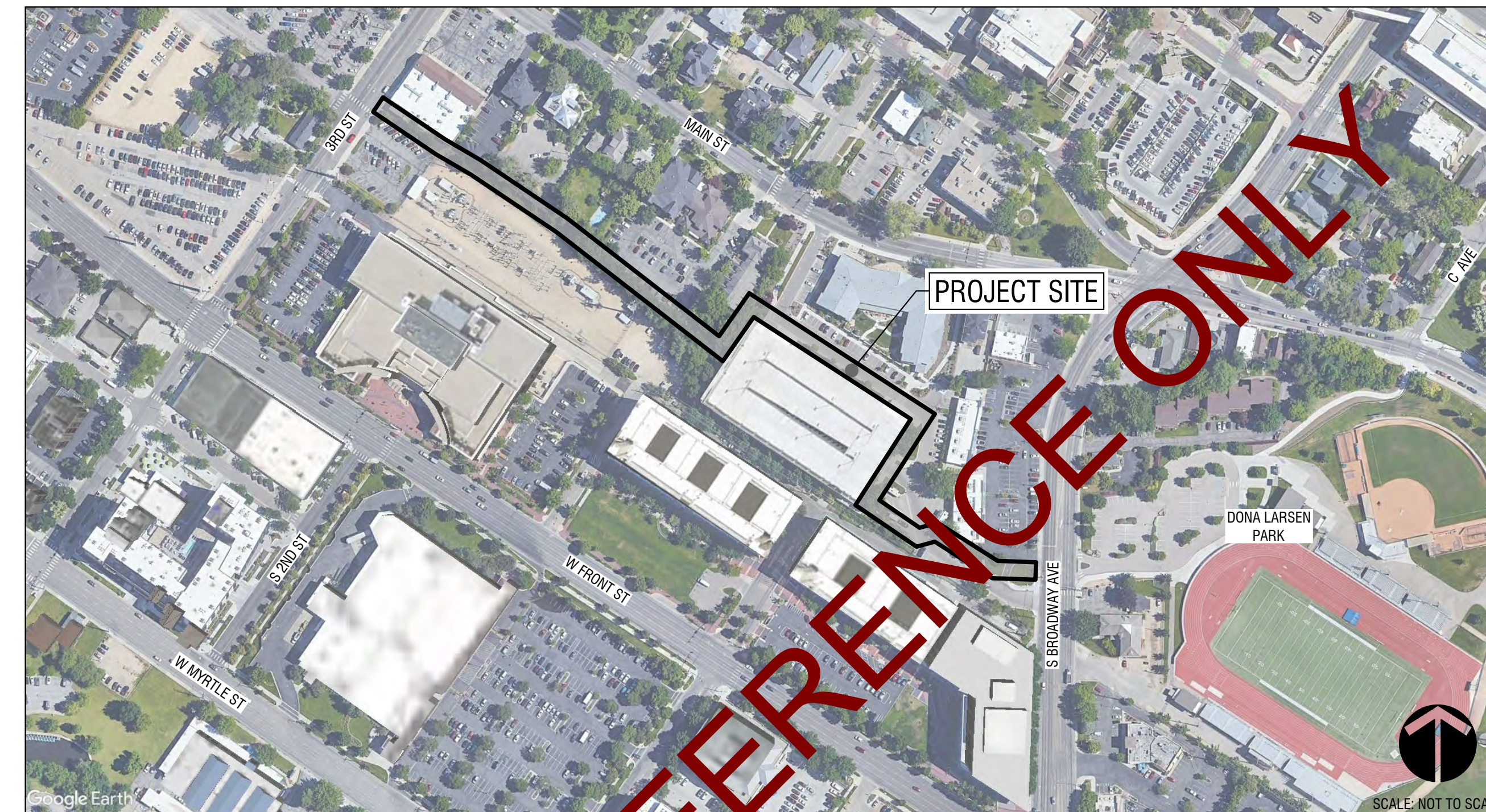
THE BASIS OF BEARING FOR THIS PROJECT SITE IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83) WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

1. CONTROL POINT (SEE SHEET C1.10)
  - 1.1. NORTHING: 709175.803
  - 1.2. EASTING: 2505937.825
  - 1.3. ELEVATION: 2702.89
  - 1.4. DESCRIPTION: MAG NAIL
2. CONTROL POINT (SEE SHEET C1.13)
  - 2.1. NORTHING: 708652.125
  - 2.2. EASTING: 2507017.292
  - 2.3. ELEVATION: 2712.08
  - 2.4. DESCRIPTION: MAG NAIL



**Dig Line, Inc.**  
Call Before You Dig!  
811

### Vicinity Map:



3rd Street to Broadway Avenue  
Boise, Idaho 83702  
Zoning: MX-1 & MX-5

### General Notes:

1. THE CONTRACTOR SHALL HAVE A COPY OF THE LATEST CITY OF BOISE STANDARDS SPECIFICATIONS, THE LATEST EDITION OF THE ISPPWC, THE ACHD SUPPLEMENTAL SPECIFICATIONS TO THE ISPPWC, AND APPROVED DRAWINGS ON SITE OR READILY ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK INDICATED IN THESE PLANS AND SPECIFICATIONS. ANY ITEM INDICATED IN THESE PLANS BUT NOT ITEMIZED IN THE BID DOCUMENTS, WILL BE INCLUDED UNDER A BID SCHEDULE ITEM TO WHICH IT MOST APPLICABLE.
4. THE CONTRACTOR SHALL EXAMINE THE SITE, COMPARE IT WITH THE PLANS AND SPECIFICATIONS, CAREFULLY EXAMINE ALL OF THE CONTRACT DOCUMENTS, AND SATISFY HIMSELF AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED BEFORE ENTERING INTO CONTRACT. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON BEHALF OF THE CONTRACTOR ON ACCOUNT OF AN ERROR ON HIS PART AND/OR HIS NEGLIGENCE AND/OR FAILURE TO ACQUAINT HIMSELF WITH THE CONDITIONS OF THE SITE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING STREETS, SIDEWALKS, OR EXISTING STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT, AND SHALL REPAIR SUCH DAMAGE TO THE SATISFACTION OF THE GOVERNING AGENCY, AT NO EXTRA COST TO THE OWNER.
6. ALL EXISTING CONDITIONS AND STRUCTURES NOT SPECIFICALLY NOTED FOR REMOVAL SHALL BE RETAINED AND PROTECTED. EXISTING CONDITIONS AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
7. ALL CONTRACTORS WORKING WITHIN THE PUBLIC RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ADA COUNTY HIGHWAY DISTRICT AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPPWC AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO THESE STANDARDS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE GOVERNING AGENCY.
8. THE CONTRACTOR SHALL PERFORM ALL CLEARING AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK INDICATED ON THESE PLANS AND SPECIFICATIONS.
9. THE LAND GROUP, INC. DOES NOT AND CANNOT GUARANTEE THE ACCURACY OF WORK DONE BY OTHERS AND INCLUDES THIS INFORMATION FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE OWNER'S REPRESENTATIVE TO REQUEST CLARIFICATION OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THIS PLAN AND INFORMATION SHOWN ELSEWHERE. IN THE EVENT THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT OFFICIAL CLARIFICATION FROM THE OWNER'S REPRESENTATIVE, HE SHALL BE LIABLE FOR THE COST OF CORRECTIVE WORK AND SHALL REPAIR OR RECONSTRUCT THE FAULTY WORK TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, ERECTING AND MAINTAINING THE REQUIRED MATERIALS, EQUIPMENT AND MANPOWER NECESSARY FOR PUBLIC SAFETY AND TRAFFIC CONTROL WITHIN THE PROJECT LIMITS AND ON THE APPROACHES TO THE PROJECT.
11. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
12. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES, HOWEVER THE LAND GROUP, INC. OR ITS CONSULTANTS ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HERE OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE DUE TO CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONTACT DIGLINE 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585 OR 811.

### Sheet Index:

Sheet Number	Sheet Title
C1.00	COVER SHEET
C1.01	CONSTRUCTION NOTES
C1.10	EXISTING CONDITIONS
C1.11	EXISTING CONDITIONS
C1.12	EXISTING CONDITIONS
C1.13	EXISTING CONDITIONS
C1.14	EXISTING CONDITIONS
C1.20	DEMOLITION PLAN
C1.21	DEMOLITION PLAN
C1.22	DEMOLITION PLAN
C1.23	DEMOLITION PLAN
C1.24	DEMOLITION PLAN
C1.50	ESC PLAN
C1.55	ESC DETAILS
C2.00	PATHWAY OVERVIEW
C2.01	PLAN AND PROFILE STA 10+00 - STA 11+80
C2.02	PLAN AND PROFILE STA 11+80 - STA 13+80
C2.03	PLAN AND PROFILE STA 13+80 - STA 15+80
C2.04	PLAN AND PROFILE STA 15+80 - STA 18+00
C2.05	PLAN AND PROFILE STA 18+00 - STA 19+00
C2.06	PLAN AND PROFILE STA 19+00 - STA 20+90
C2.07	PLAN AND PROFILE STA 20+90 - STA 23+00
C2.08	PLAN AND PROFILE STA 23+00 - STA 25+00
C2.09	PLAN AND PROFILE STA 25+00 - STA 27+00
C2.10	PLAN AND PROFILE STA 27+00 - STA 28+40
C2.50	SITE DETAILS
C2.51	SITE DETAILS
C3.00	TYPICAL SECTIONS
C3.01	TYPICAL SECTIONS
C4.00	FIBER OPTIC OVERVIEW
C4.01	FIBER AREA A & B
C4.02	FIBER AREA C & D
L1.00	PLANTING PLAN OVERVIEW, DETAILS, AND NOTES
L1.01	PLANTING PLAN - AREAS A AND B
S1.1	G.S.N.
S1.2	SPECIAL INSPECTIONS
S2.1	STRUCTURAL PLAN
S2.2	STRUCTURAL PLAN
S2.3	STRUCTURAL PLAN
S3.1	STRUCTURAL DETAILS
S3.2	STRUCTURAL DETAILS
S3.3	STRUCTURAL DETAILS
EG-1	ELECTRICAL COVER SHEET
EG-2	ELECTRICAL SPECIFICATIONS
EG-3	ELECTRICAL SPECIFICATIONS
EG-4	ELECTRICAL SPECIFICATIONS
EG-5	ELECTRICAL SPECIFICATIONS
EG-6	ELECTRICAL SPECIFICATIONS
E1.00	ELECTRICAL OVERALL PLAN
E1.01	ELECTRICAL PLAN STA 10+00 - STA 11+80
E1.02	ELECTRICAL PLAN STA 11+80 - STA 13+80
E1.03	ELECTRICAL PLAN STA 13+80 - STA 15+80
E1.04	ELECTRICAL PLAN STA 15+80 - STA 18+00
E1.05	ELECTRICAL PLAN STA 18+00 - STA 19+00
E1.06	ELECTRICAL PLAN STA 19+00 - STA 20+90

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

### Revisions

No.	Description
1.	



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

Cover Sheet

**C1.00**



BOISE CITY CANAL MULTI-USE PATHWAY  
Capital City Development Corporation

3rd Street to Broadway Avenue  
Boise, ID 83702

Earthwork Notes:

GENERAL

- 1. WHERE IT IS NOT SPECIFICALLY STATED IN THESE SPECIFICATIONS, THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION SHALL GOVERN.
- 2. CONTRACTOR SHALL CONTACT "DIG LINE" 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585.

STRIP

- 1. ORGANIC AND/OR DISTURBED SOILS, IF ENCOUNTERED, SHALL BE REMOVED TO DEPTHS OF 1-FOOT (MINIMUM), AND STOCKPILED FOR LATER USE.
- 2. STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMIXING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.

EXCAVATION

- 1. ALL EXISTING ORGANIC AND/OR DISTURBED SOILS ARE TO BE COMPLETELY REMOVED FROM BENEATH THE BUILDING PAD AREAS AND WITHIN THE "LOAD STRESS ENVELOPE" AND FROM BENEATH THE PAVEMENT AREAS.
- 2. STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMIXING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.

SOIL FILL

- 1. STRUCTURAL FILL
1.1. ACCEPTABLE SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, SM AND ML OR A COMBINATION OF THESE GROUPS; FREE OF ROCK OR GRAVEL LARGER THAN 6 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
1.2. SILT SOILS (GM, SM AND ML) MAY BE USED AS STRUCTURAL FILL IF IT CONTAINS LESS THAN 3% ORGANICS AS DETERMINED BY A GEOTECHNICAL ENGINEER AND THE PLACEMENT AND COMPACTION OF THE MATERIAL IS SUPERVISED AND APPROVED BY A GEOTECHNICAL ENGINEER.

COMPACTION OF SOIL BACKFILLS AND FILLS

- 1. PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
2. COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 1557-UNDER STRUCTURES, BUILDING SLABS, STEPS, CONCRETE PAVEMENTS, AND WALKWAYS. COMPACT THE TOP OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT. UNDER LAWN OR UNPAVED AREAS, SCARIFY AND COMPACT TOP 6 INCHES BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 90 PERCENT. FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 95 PERCENT.
3. UNDER FLEXIBLE PAVEMENTS, COMPACT THE TOP OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698.
4. STRUCTURAL FILL WITHIN THE BUILDING PAD AREAS DESCRIBED ABOVE AND WITHIN THE "LOAD STRESS ENVELOPE" SHALL BE PLACED AND COMPACTED TO THE ELEVATIONS SHOWN ON THE GRADING PLAN.

GRADING

- 1. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES. CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
2. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES: PAVEMENTS: PLUS OR MINUS 1/2 INCH BASE COURSE, PLUS OR MINUS 0.1 FEET SUBGRADE; UNPAVED AREAS: PLUS OR MINUS 0.3 FEET.
3. MAXIMUM SLOPE SHALL BE 2:1 UNLESS OTHERWISE INDICATED.

FIELD QUALITY CONTROL

- 1. OWNER WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING.
2. ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
3. BUILDING PAD AREA AND PAVEMENT AND WALKWAY AREAS SHALL BE TESTED AT A RATE OF 1 TEST PER 2000 SF PER LIFT OR A MINIMUM OF ONE TEST PER LOT BUILDING PAD AREA PER LIFT. SURFACE OF FINISHED GRADE SHALL BE TESTED AT A RATE OF 1 TEST PER 5000 SF.
4. TRENCH BACKFILL: PER IDAHO STANDARD FOR PUBLIC WORKS DIVISION 200.
5. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED WITHOUT ADDITIONAL COMPENSATION.

PROTECTION

- 1. PROTECT EXCAVATED SUBGRADE AREAS OR AREAS STRIPPED FOR SUBSEQUENT FILL MATERIAL PLACEMENT BENEATH AREAS TO BE PAVED: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE AND CONSTRUCT WORK, AND PROVIDE PROTECTION, IN A MANNER TO AVOID CAUSING INSTABILITY OF THE EXISTING SOILS. SUCH PROTECTION MAY INCLUDE AVOIDING TRAFFIC OVER SUCH AREAS WITHOUT PROVISION OF A PROTECTIVE CONSTRUCTION ACCESS ROAD. CONTRACTOR SHALL KEEP SURFACES WELL DRAINED FREE FROM PUDDLING, PONDING, OR POTENTIAL MOISTURE BUILD UP IN THE FORM OF SNOW OR OTHERWISE, WHICH MAY CAUSE THE INSTABILITY OF THE SURFACE SOILS OR UNDERLYING SOILS.
2. UPON COMPLETION OF EXCAVATION TO SUBGRADE LEVELS BENEATH SUBSEQUENT FILL, THE CONTRACTOR SHALL IMMEDIATELY OBTAIN COMPACTION LEVELS AS REQUIRED. IF AFTER APPROVAL, THE SUBGRADE SOILS RECEIVE MOISTURE WHICH RAISES THE MOISTURE CONTENT TO A LEVEL EXCEEDING THE TARGET MOISTURE LEVELS, THEY SHALL BE SCARIFIED AND ALLOWED TO DRY OR REMOVED AND REPLACED WITH ENGINEERED FILL AT THE CONTRACTOR'S EXPENSE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO KEEP THESE SUBGRADE SOILS DRY AND FREE OF TRAFFIC PRIOR TO AND DURING COMPACTION EFFORTS AND UNTIL THE FULL PAVEMENT SECTION HAS BEEN INSTALLED. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE SUBGRADE IMMEDIATELY AFTER COMPLETION OF SUBGRADE MOISTURE CONDITIONING AND/OR COMPACTION EFFORTS.

Grading & Drainage Notes:

- 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE IDAHO SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THESE PLANS, AND THE GEOTECHNICAL ENGINEERING REPORT BY ATLAS, FILE NO. B231756g, DATED NOVEMBER 13, 2023.
2. CONTRACTOR SHALL HAVE AN APPROVED SET OF PLANS ON SITE AT ALL TIMES. ONLY THESE PLANS SHALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY NON APPROVED SET OF PLANS ON THE JOB SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
3. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.
4. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN AND NOTIFY DESIGN ENGINEER WHEN ELEVATIONS DO NOT MATCH PLANS.
5. WASTE SOIL SHALL BE HAULED TO AN OFFSITE DISPOSAL SITE FURNISHED BY THE CONTRACTOR.
6. ALL FINISHED GRADES SHALL BE SMOOTH AND UNIFORM.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING. PROVIDE POSITIVE DRAINAGE TO ALL CATCH BASINS, DRAINAGE STRUCTURES, CURB CUTS, AND DRAINAGE WINDOWS.
8. ALL CONCRETE SIDEWALKS SHALL HAVE A MINIMUM OF ONE PERCENT (1%) CROSS SLOPE UNLESS OTHERWISE NOTED.
9. ALL CHANGES REQUIRE APPROVAL BY THE DESIGN ENGINEER AND LANDSCAPE ARCHITECT.
10. ALL STORM DRAINAGE PIPING SHALL BE ADS N-12 (HDPE) DRAINAGE PIPE (SOLID WALL AND PERFORATED) OR ASTM 3034, SDR 35 PVC AS SHOWN ON THE PLANS.
11. ALL NON GRATED STORM DRAIN MANHOLE COVERS SHALL BE MARKED "STORM DRAIN".
12. CONCRETE COLLARS SHALL BE POURED AT ALL STORM DRAINAGE INLETS AND MANHOLES. COLLARS SHALL BE PLACED IN ACCORDANCE WITH ISPWC SD-616. CONCRETE COLLARS ARE NOT REQUIRED FOR MANHOLES OR STORM DRAINAGE INLETS LOCATED IN LANDSCAPE AREAS OR NON-HARD SURFACES.
13. PIPE TRENCH SHALL CONFORM TO DIVISION 300 OF THE LATEST EDITION OF THE ISPWC AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPWC.
14. PIPE LENGTHS SHOWN ARE NOT EXACT. ACTUAL INSTALLATION LENGTHS MAY VARY SLIGHTLY. LENGTHS ARE SHOWN FOR GENERAL INFORMATION ONLY.
15. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO EXISTING FACILITIES OR IMPROVEMENTS RESULTING FROM THE CONTRACTORS' OPERATIONS, SHALL BE REPAIRED OR REPLACED AT CONTRACTORS' EXPENSE.
16. CONTRACTOR IS RESPONSIBLE TO REMOVE ALL CONCRETE AND DEBRIS FROM LANDSCAPE PLANTER AREAS PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIALS BY THE LANDSCAPE CONTRACTOR.
17. ALL PROPOSED STORM DRAINAGE CATCH BASIN INLETS AND MANHOLES SHALL BE COVERED WITH FILTER FABRIC BY THE STORM DRAIN CONTRACTOR TO PREVENT CONTAMINATION OF STORM DRAINAGE FACILITIES. FABRIC SHALL NOT BE REMOVED UNTIL AFTER CONSTRUCTION IS COMPLETE AND LANDSCAPE TURF AREAS HAVE MATURED.
18. CARE SHALL BE TAKEN TO PREVENT DIRT AND OTHER SUPERFLUOUS MATERIALS FROM ENTERING STORM DRAINAGE FACILITIES DURING CONSTRUCTION.

ACHD Standard Notes:

ACHD STANDARD CONDITIONS:

- 1. ANY EXISTING IRRIGATION FACILITIES SHALL BE RELOCATED OUTSIDE OF THE RIGHT-OF-WAY.
2. PRIVATE SEWER OR WATER SYSTEMS ARE PROHIBITED FROM BEING LOCATED WITHIN ANY ACHD ROADWAY OR RIGHT-OF-WAY.
3. REPLACE ANY EXISTING DAMAGED CURB, GUTTER AND SIDEWALK AND ANY THAT MAY BE DAMAGED DURING THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. CONTACT ACHD INSPECTION SERVICES AT 208-387-6280.
4. COMPLY WITH DISTRICT'S TREE PLANTER POLICY.
5. CONSTRUCT ALL UTILITY CUTS AND STREET REPAIRS PER SD-301, SD-303, AND SD-806. A TRAFFIC CONTROL PLAN WILL ALSO BE NECESSARY FOR ANY UTILITY CUT. SUBMIT ALL TRAFFIC CONTROL PLANS TO THE DISTRICT'S CONSTRUCTION SERVICES DIVISION FOR REVIEW AND APPROVAL. IT IS STRONGLY RECOMMENDED THAT THE NUMBER OF UTILITY CUTS WITHIN A STREET BE REDUCED TO THE FEWEST POSSIBLE.
6. UTILITY STREET CUTS IN PAVEMENT LESS THAN FIVE YEARS OLD ARE NOT ALLOWED UNLESS APPROVED IN WRITING BY THE DISTRICT. CONTACT THE DISTRICT'S UTILITY COORDINATOR AT 208-387-6258 (WITH FILE NUMBERS) FOR DETAILS.
7. CONSTRUCTION, USE AND PROPERTY DEVELOPMENT SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REQUIREMENTS OF THE ACHD PRIOR TO DISTRICT APPROVAL FOR OCCUPANCY.
8. THE APPLICANT SHALL CONTACT ACHD TRAFFIC OPERATIONS 208-387-6190 IN THE EVENT ANY ACHD CULDS (SPARE OR FILLED) ARE COMPROMISED DURING ANY PHASE OF CONSTRUCTION.
9. IF REQUIRED, INTERRUPTION TO ACHD'S FIBER OPTIC NETWORK SHALL BE PERMITTED AS WEEKEND WORK. DISRUPTION SHALL OCCUR NO EARLIER THAN FRIDAY AT 10PM AND SHALL BE RETURNED TO SERVICE NO LATER THAN MONDAY AT 5AM. THE CONTRACTOR SHALL PROVIDE A MINIMUM TWO (2) WEEK NOTICE PRIOR TO THE START OF ANY WORK THAT MAY IMPACT ACHD'S NETWORK FOR REVIEW. DEPENDING ON THE IMPACT TO THE DISTRICT OR PARTNERING AGENCIES, ACHD RESERVES THE RIGHT TO MODIFY THE REQUESTED DATES FOR THE SCHEDULED OUTAGE. CONTACT DEVELOPMENT SERVICES AT 208-387-6170 TO SCHEDULE WORK.

ACHD ROADWAY NOTES:

- 1. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWC AND ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY STANDARDS AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
1.1. ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLANS. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF ACHD POLICY MANUAL:
1.2. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
1.2.1.1. IF THE CUMULATIVE DAMAGED PAVEMENT AREA EXCEEDS 50% OF THE TOTAL ROAD SURFACE, CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
1.2.1.2. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
1.2.1.3. FLOWABLE FILL OR UNSTABILIZED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSTABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
1.2.1.4. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.
1.2.1.5. INSTANT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHTS-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR THE SECTION NOTED ON THE ASPHALT PAVING SECTION DETAIL 1, SHEET C2.20. USE WHICHEVER SECTION IS GREATER.
2. PIPE TRENCH SHALL CONFORM TO THE LATEST EDITION OF THE I.S.P.W.C. DIVISION 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE I.S.P.W.C.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES INSPECTION AND APPROVAL BY ACHD CONSTRUCTION DIVISION. CONTACT INSPECTION SERVICES AT 208-387-6280 TO OBTAIN A PERMIT TO WORK IN THE RIGHT-OF-WAY. INSPECTION REQUESTS REQUIRE A MINIMUM OF 24-HOUR PRIOR NOTICE.

PRIOR TO PLACEMENT OF ANY PAVEMENT MARKINGS, COORDINATE WITH ACHD INSPECTION STAFF. ALL PAVEMENT MARKINGS SHALL COMPLY WITH ACHD POLICY AND ISPWC SECTION 1100. MARKINGS SHALL TRANSITION SMOOTHLY WITH EXISTING PAVEMENT MARKINGS.

Certification of Compliance with Design Standards:

THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES NO LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE APPROVED IN WRITING. THE FOLLOWING VARIANCES, LISTED BY DATE AND SHORT DESCRIPTION, WERE APPROVED FOR THE PROJECT: NONE

FOR REFERENCE ONLY

Revisions

- 1.



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

Construction Notes

C1.01









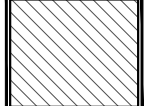

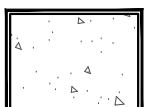



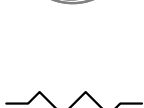





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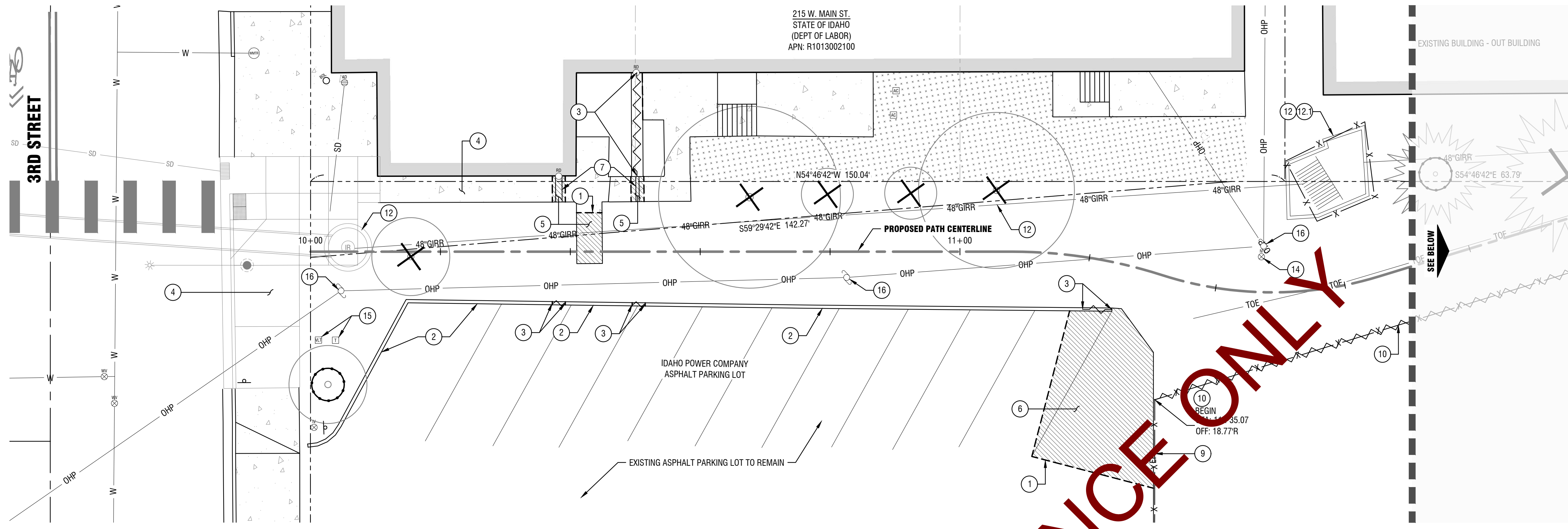
- A. CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN FOR CDDC/ST. LUKE'S APPROVAL. PLAN TO INCLUDE ALL NECESSARY BARRICADES FOR GARAGE VEHICLE ACCESS CLOSURE AND ACCESSIBLE ROUTES FOR PEDESTRIANS ENTERING/EXITING THE PARKING GARAGE. CONTRACTOR SHALL MINIMIZE CLOSURES TO THE PARKING STRUCTURE ACCESSES. MAINTAIN CONTINUOUS ACCESS. SIMULTANEOUS CLOSURE OF BOTH ACCESSES WILL NOT BE PERMITTED.

**Demolition Legend:**

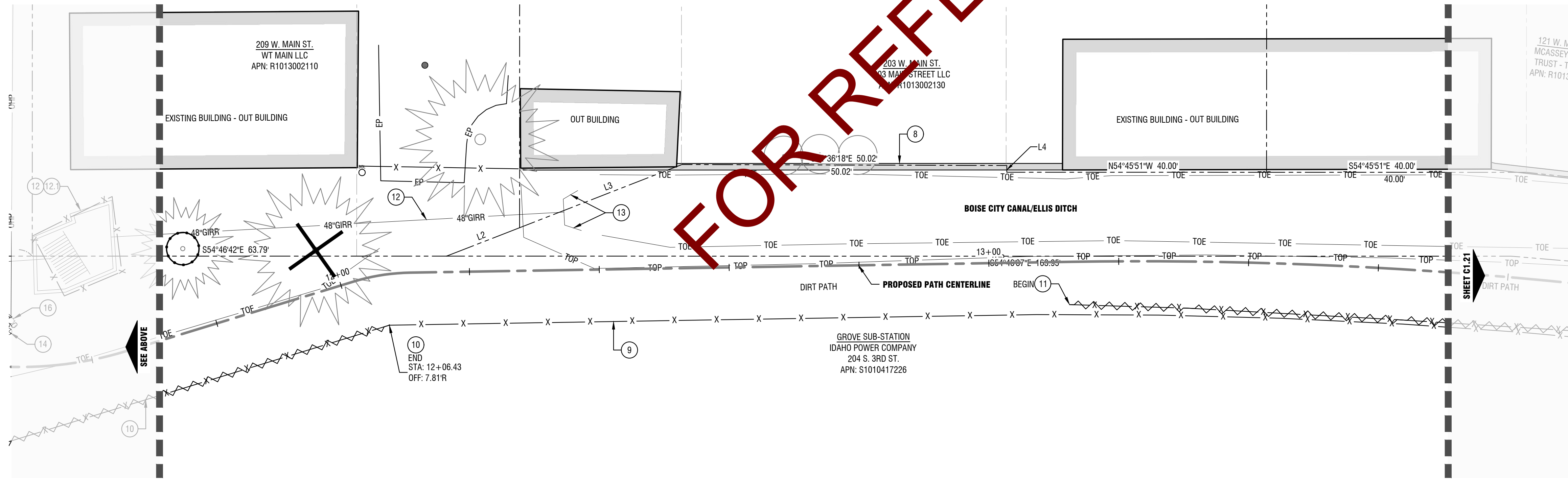
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|---|---|---|--|
|  | REMOVE AND DISPOSE OF HARDSCAPE OFF-SITE.                                 |  | RETAIN AND PROTECT EXISTING LANDSCAPING AND IRRIGATION.                        |
|  | RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.                            |  | REMOVE AND DISPOSE OF EXISTING TURF SUPPORT SYSTEM IF ENCOUNTERED.             |
|  | RETAIN AND PROTECT EXISTING TREE PER TREE PROTECTION NOTES ON SHEET C1.01 |  | REMOVE EXISTING TREE.  |
|  | INFRASTRUCTURE REMOVAL. REFER TO KEYNOTES.                                |  | SAW CUT PER ISPPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT AND CONCRETE |

**Keynotes (This Sheet Only):**

1. SAW CUT PER ISPPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT OR CONCRETE.
2. RETAIN AND PROTECT EXISTING CURB AND/OR GUTTER.
3. REMOVE EXISTING CURB AND/OR GUTTER AND DISPOSE OF OFF-SITE.
4. RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.
5. REMOVE EXISTING CONCRETE SIDEWALK AND DISPOSE OF OFF-SITE.
6. REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE.
7. REMOVE EXISTING TRENCH DRAIN AND DISPOSE OF OFF-SITE.
8. RETAIN AND PROTECT EXISTING STONE/CONCRETE RETAINING WALL.
9. RETAIN AND PROTECT EXISTING IDAHO POWER SECURITY FENCE.
10. REMOVE EXISTING IDAHO POWER SECURITY FENCE AND DISPOSE OF OFF-SITE. COORDINATE WITH IDAHO POWER TO MAINTAIN SECURE PERIMETER OF SUBSTATION. COMPLY WITH IDAHO POWER REQUIREMENTS TO WORK WITHIN SUBSTATION GROUNDS.
11. REMOVE EXISTING CHAIN LINK FENCE AND DISPOSE OF OFF-SITE.
12. RETAIN AND PROTECT EXISTING GRAVITY IRRIGATION STRUCTURE AND PIPES.  
 12.1. RETAIN AND PROTECT EXISTING FENCE.
13. REMOVE EXISTING FLARED END SECTION AND DISPOSE OF OFF-SITE.
14. REMOVE EXISTING PRESSURE IRRIGATION STRUCTURE.
15. RETAIN AND PROTECT EXISTING ELECTRICAL STRUCTURE.
16. COORDINATE WITH IDAHO POWER FOR RELOCATION OF POWER POLES, LINES, AND DEVICES.



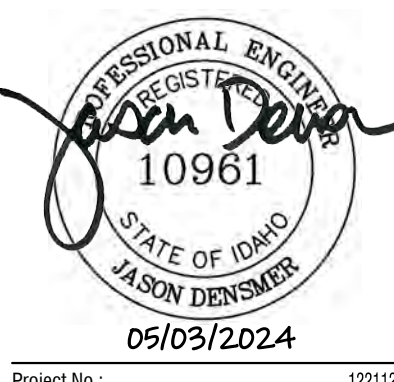
**Demolition Plan**  
 Horizontal Scale: 1" = 10'



**Demolition Plan**  
 Horizontal Scale: 1" = 10'

Revisions

1.	
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Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

**Demolition Plan**

**C1.20**



**Sheet Notes:**

- A. CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN FOR CDDC/ST. LUKE'S APPROVAL. PLAN TO INCLUDE ALL NECESSARY BARRICADES FOR GARAGE VEHICLE ACCESS CLOSURE AND ACCESSIBLE ROUTES FOR PEDESTRIANS ENTERING/EXITING THE PARKING GARAGE. CONTRACTOR SHALL MINIMIZE CLOSURES TO THE PARKING STRUCTURE ACCESSES. MAINTAIN CONTINUOUS ACCESS. SIMULTANEOUS CLOSURE OF BOTH ACCESSES WILL NOT BE PERMITTED.

**Demolition Legend:**

- |  |   |  |   |
|--|---|--|---|
|  | REMOVE AND DISPOSE OF HARDSCAPE OFF-SITE.                                 |  | RETAIN AND PROTECT EXISTING LANDSCAPING AND IRRIGATION.                       |
|  | RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.                            |  | REMOVE AND DISPOSE OF EXISTING TURF SUPPORT SYSTEM IF ENCOUNTERED.            |
|  | RETAIN AND PROTECT EXISTING TREE PER TREE PROTECTION NOTES ON SHEET C1.01 |  | REMOVE EXISTING TREE.   |
|  | INFRASTRUCTURE REMOVAL. REFER TO KEYNOTES.                                |  | SAW CUT PER ISPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT AND CONCRETE |

**Keynotes (This Sheet Only):**

1. SAW CUT PER ISPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT OR CONCRETE.
2. RETAIN AND PROTECT EXISTING CURB AND/OR GUTTER.
3. REMOVE EXISTING CURB AND/OR GUTTER AND DISPOSE OF OFF-SITE.
4. RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.
5. REMOVE EXISTING CONCRETE SIDEWALK AND DISPOSE OF OFF-SITE.
6. REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE.
7. REMOVE EXISTING DRIVE APPROACH AND DISPOSE OF OFF-SITE.
8. RETAIN AND PROTECT EXISTING CHAIN LINK FENCE.
9. REMOVE EXISTING CHAIN LINK FENCE AND DISPOSE OF OFF-SITE.
10. RETAIN AND PROTECT EXISTING KEYSTONE RETAINING WALL.
11. RETAIN AND PROTECT EXISTING GUARDRAIL.
12. RETAIN AND PROTECT EXISTING SIGN.
13. REMOVE AND SALVAGE BOLLARD FOR REINSTALLATION.
14. RETAIN AND PROTECT EXISTING SEWER STRUCTURES. ADJUST TO GRADE IF NECESSARY.
15. RETAIN AND PROTECT EXISTING STORM DRAIN STRUCTURE AND PIPES. ADJUST TO MATCH FINISHED GRADE.
16. REMOVE EXISTING STORM DRAIN STRUCTURE AND PIPES AND DISPOSE OF OFF-SITE.
- 16.1. DISCONNECT EXISTING STORM DRAIN PIPE FROM EXISTING MANHOLE. GROUT ABANDONED PIPE INVERT AT THE CONNECTION TO THE MANHOLE.
17. RETAIN AND PROTECT EXISTING GRAVITY IRRIGATION STRUCTURE AND PIPES.
18. RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION STRUCTURE.
19. RETAIN AND PROTECT EXISTING IDAHO POWER TRANSFORMER.
20. RETAIN AND PROTECT EXISTING ELECTRICAL STRUCTURE.
21. RETAIN AND PROTECT EXISTING PARKING LOT LIGHT.

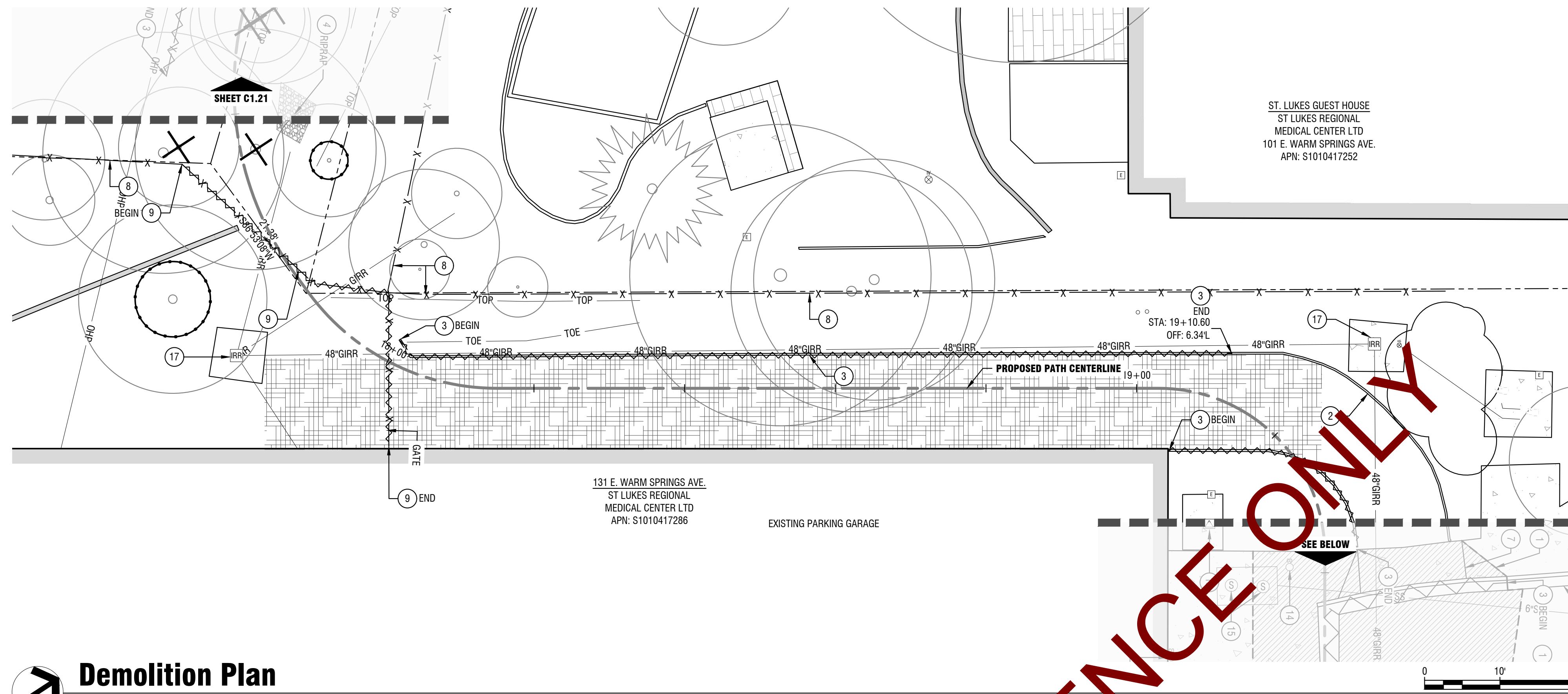
Revisions
1.



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 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

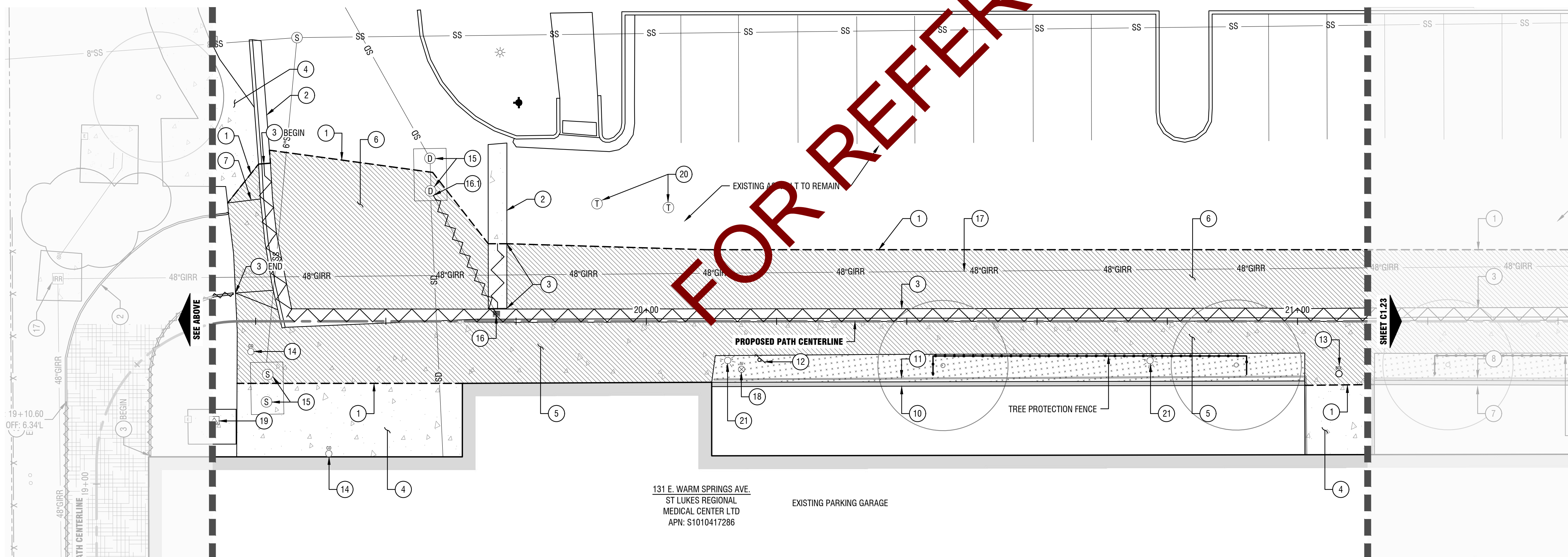
**Demolition Plan**

**C1.22**



**Demolition Plan**  
 Horizontal Scale: 1" = 10'

FOR REFERENCE ONLY



**Demolition Plan**  
 Horizontal Scale: 1" = 10'



**Sheet Notes:**

- A. CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN FOR CDCG/ST. LUKE'S APPROVAL. PLAN TO INCLUDE ALL NECESSARY BARRICADES FOR GARAGE VEHICLE ACCESS CLOSURE AND ACCESSIBLE ROUTES FOR PEDESTRIANS ENTERING/EXITING THE PARKING GARAGE. CONTRACTOR SHALL MINIMIZE CLOSURES TO THE PARKING STRUCTURE ACCESSES. MAINTAIN CONTINUOUS ACCESS. SIMULTANEOUS CLOSURE OF BOTH ACCESSES WILL NOT BE PERMITTED.

**Demolition Legend:**

- |  |   |  |  |
|--|---|--|--|
|  | REMOVE AND DISPOSE OF HARDSCAPE OFF-SITE.                                 |  | RETAIN AND PROTECT EXISTING LANDSCAPING AND IRRIGATION.                        |
|  | RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.                            |  | REMOVE AND DISPOSE OF EXISTING TURF SUPPORT SYSTEM IF ENCOUNTERED.             |
|  | RETAIN AND PROTECT EXISTING TREE PER TREE PROTECTION NOTES ON SHEET C1.01 |  | REMOVE EXISTING TREE.  |
|  | INFRASTRUCTURE REMOVAL. REFER TO KEYNOTES.                                |  | SAW CUT PER ISPPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT AND CONCRETE |

**Keynotes (This Sheet Only):**

- SAW CUT PER ISPPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT OR CONCRETE.
- RETAIN AND PROTECT EXISTING CURB AND/OR GUTTER.
- REMOVE EXISTING CURB AND/OR GUTTER AND DISPOSE OF OFF-SITE.
- RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.
- REMOVE EXISTING CONCRETE SIDEWALK AND DISPOSE OF OFF-SITE.
- OBLITERATE PEDESTRIAN CROSSING PAVEMENT MARKINGS. COORDINATE WITH SHEET C2.10 FOR NEW ALIGNMENT.
- REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE.
- EXISTING KEYSTONE RETAINING WALL TO BE REMOVED. SALVAGE EXISTING STONES TO RE-USE PER PLAN SHEETS C2.09 AND C2.10.
- RETAIN AND PROTECT EXISTING CONCRETE RETAINING WALL AND GUARDRAIL.
- RETAIN AND PROTECT EXISTING SIGN.
- RETAIN AND PROTECT EXISTING STORM DRAIN STRUCTURE AND PIPES. ADJUST TO GRADE IF NECESSARY.
- REMOVE EXISTING STORM DRAIN STRUCTURE AND PIPES AND DISPOSE OF OFF-SITE.
- RETAIN AND PROTECT EXISTING WATER SERVICE.
- REMOVE EXISTING WATER SPIGOT. CAP SERVICE LINE AT SOURCE WITHIN HEATED ENCLOSURE.
- RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION STRUCTURE.
- RELOCATE EXISTING PRESSURE IRRIGATION STRUCTURE.
- RETAIN AND PROTECT EXISTING IDAHO POWER TRANSFORMER.
- REMOVE EXISTING ELECTRICAL STRUCTURE.
- RETAIN AND PROTECT EXISTING PARKING LOT LIGHT.
- SALVAGE AND RELOCATE EXISTING PARKING LOT LIGHT. REFER TO PLAN AND PROFILE SHEET C2.09 FOR MORE INFORMATION.
- REMOVE EXISTING BOLLARD AND DISPOSE OF OFF-SITE.
- SALVAGE AND RELOCATE EXISTING PEDESTRIAN PUSH BUTTON. SEE PLAN AND PROFILE SHEET C2.10 FOR MORE INFORMATION.
- RETAIN AND PROTECT EXISTING TRAFFIC SIGNAL AND EQUIPMENT.
- RETAIN AND PROTECT EXISTING TRAFFIC SIGNAL CABINET AND EQUIPMENT.

Revisions

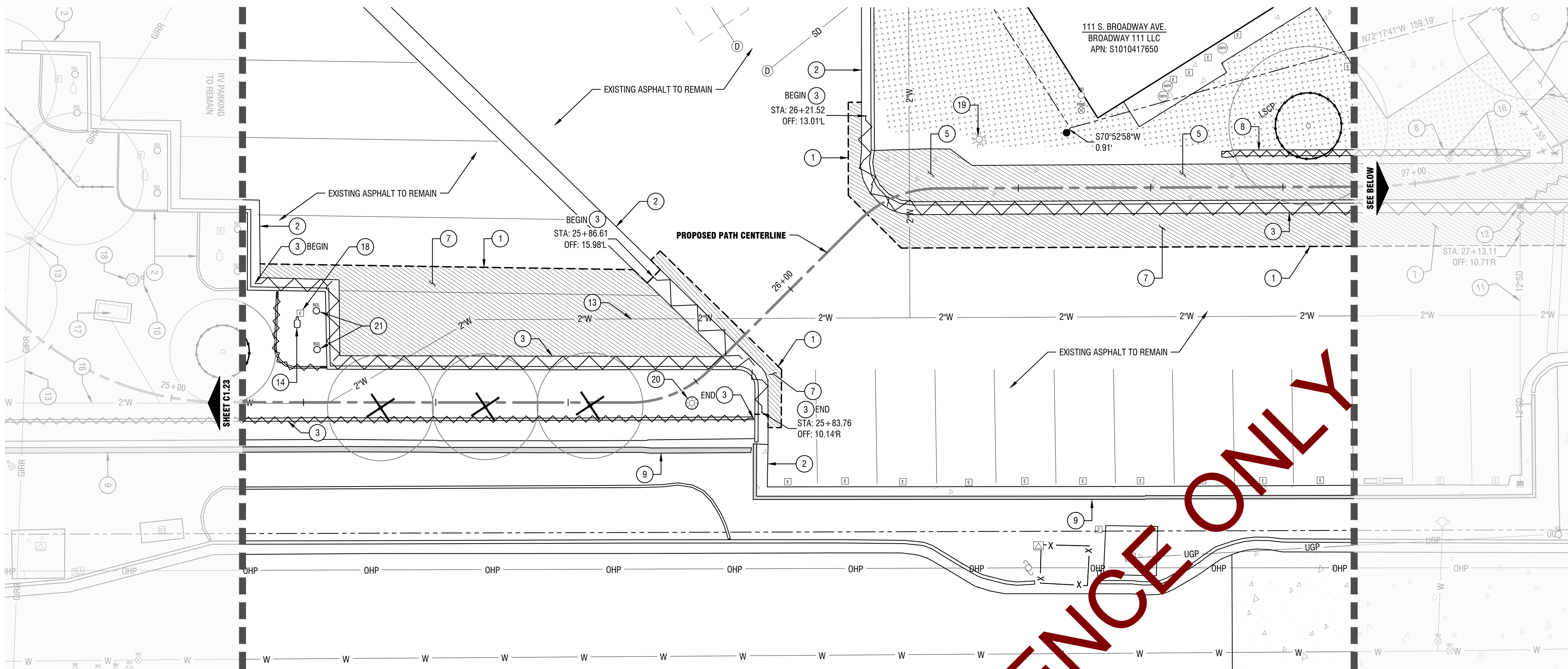
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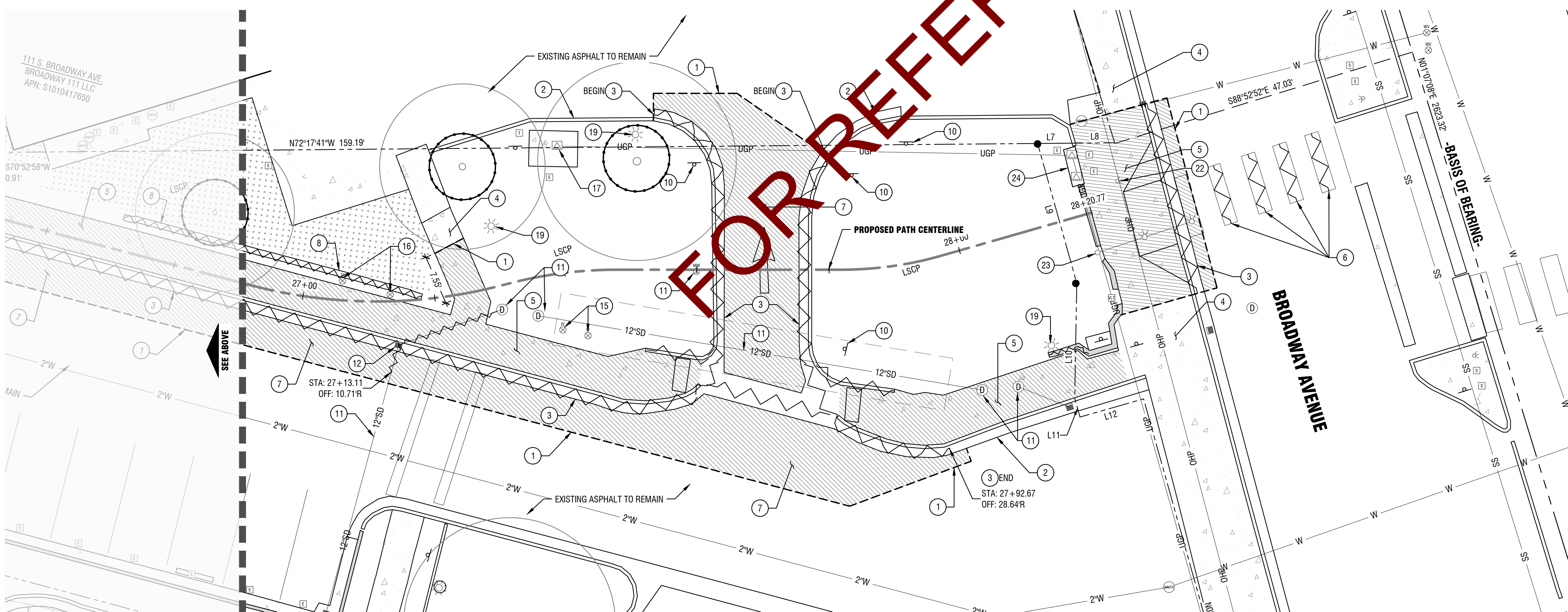
Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

**Demolition Plan**

**C1.24**



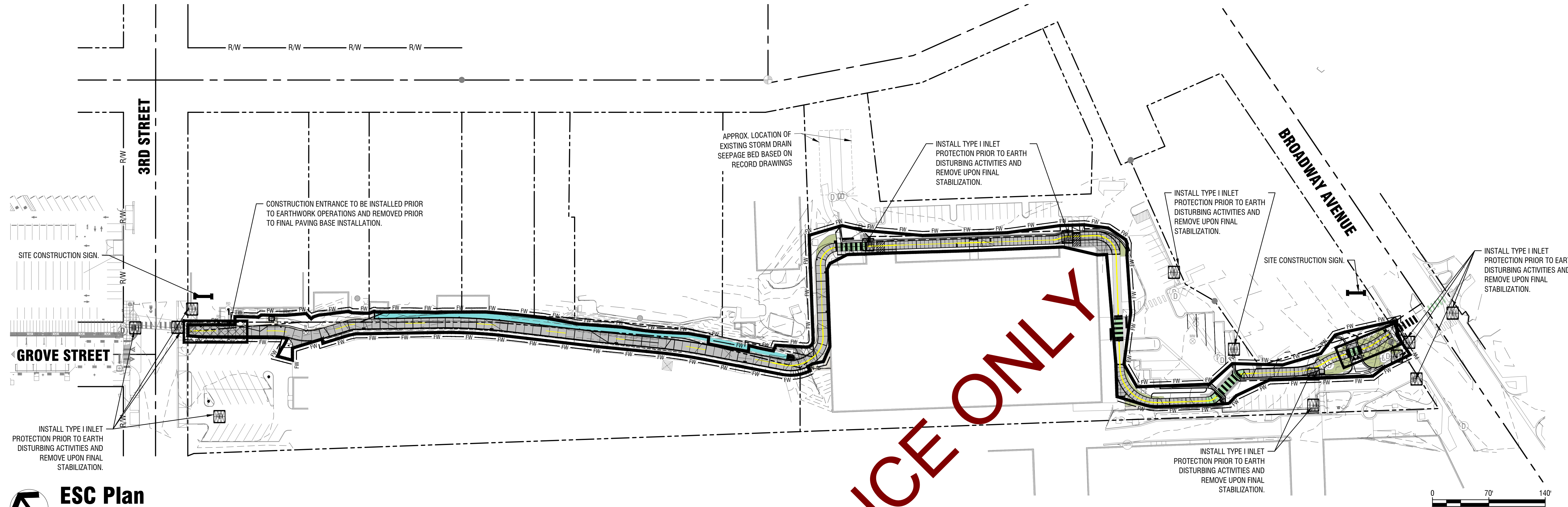
**Demolition Plan**  
 Horizontal Scale: 1" = 10'



**Demolition Plan**  
 Horizontal Scale: 1" = 10'

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 User: jdenyer  
 Date: 05/03/2024 10:05:48 AM





**ESC Plan**  
Horizontal Scale: 1" = 70'

**ESC General Notes:**

- ALL BMP NUMBERS ARE REFERENCED FROM IDAHO DEQ BEST MANAGEMENT PRACTICES.
- ALL STORM WATER WILL BE CONTAINED ON SITE OR FOLLOW ESTABLISHED DRAINAGE PATHS WITH BMPs INSTALLED TO PREVENT SEDIMENT TRANSPORT.
- ALL BMPs SHALL BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS -OR- ONCE EVERY 14 DAYS AND WITHIN 24 HOURS OF A STORM EVENT PRODUCING 0.25 INCHES OR GREATER. INSPECTION FREQUENCY MAY BE REDUCED TO ONCE EVERY MONTH IF:
  - THE ENTIRE SITE IS TEMPORARILY STABILIZED, OR
  - RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS, OR
  - CONSTRUCTION IS OCCURRING DURING SEASONAL ARID PERIODS (MAY THROUGH SEPTEMBER) IN ARID AREAS AND SEMI-ARID AREAS.
- DEWATERING IS EXPECTED FOR THIS SITE. CANAL FOOTING CONSTRUCTION, IF REQUIRED, AS PART OF THE ESC PLAN. A DEWATERING PLAN SHOULD BE SUBMITTED AND REVIEWED BY A CERTIFIED ENGINEER BEFORE DEWATERING-RELATED WORK. THE PLAN SHOULD DETAIL THE FOLLOWING:
  - LOCATION OF DEWATERING ACTIVITIES AND EQUIPMENT, AS WELL AS DISCHARGE POINTS.
  - EXPECTED QUANTITY OF WATER TO BE DISCHARGED.
  - PUMP CAPACITY.
  - ANY ADDITIONAL EROSION AND SEDIMENT CONTROL REQUIRED AT THE POINT OF DISCHARGE.
  - WATER QUALITY SAMPLING LOCATIONS (IF REQUIRED).
  - ONSITE ESC CONTRACTOR IS RESPONSIBLE FOR ALL NON-STORMWATER MANAGEMENT.
- CONTRACTOR SHALL SECURE PERMISSION FROM ADJACENT PROPERTY OWNERS FOR THE ESTABLISHMENT OF ANY PARKING, MATERIALS OR EQUIPMENT STORAGE, WASTE DISPOSAL FACILITIES OR OTHER CONSTRUCTION SUPPORT ACTIVITIES PROPOSED OUTSIDE THE IMMEDIATE WORK AREA.
- STREET SWEEPING WILL BE IMPLEMENTED ON AN AS-NEEDED BASIS AS DETERMINED BY THE ESC RESPONSIBLE PERSON. INCREASE TO LIMITS OF SLHS PROPERTY BOUNDARY IF NEEDED.
- PROVIDE WASTE CONTAINERS FOR BUILDING MATERIALS IN WASTE STORAGE CONTAINMENT AREA. WASTE DISPOSAL DUMPSTERS MUST HAVE LIDS, OR PROVIDE COVER OR A SIMILARLY EFFECTIVE MEANS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND AT THE END OF THE BUSINESS DAY. DISPOSE AT A FREQUENCY ACCORDING TO CONTAINER SIZE.
- LOCATE ALL PORTABLE RESTROOMS AS FAR FROM PUBLIC AND PRIVATE STORM DRAIN SYSTEMS AS POSSIBLE. ANCHOR TO PREVENT VANDALISM.
- SLURRY AND CUTTINGS FROM SAWCUTTING OF CONCRETE OR ASPHALT SHALL BE VACUUMED DURING CUTTING AND SURFACING OPERATIONS. SLURRY AND CUTTINGS SHALL NOT REMAIN ON PERMANENT CONCRETE OR ASPHALT PAVEMENT OVERNIGHT. SLURRY AND CUTTINGS SHALL NOT DRAIN TO ANY NATURAL OR CONSTRUCTED DRAINAGE CONVEYANCE. COLLECTED SLURRY AND CUTTINGS SHALL BE DISPOSED OF IN A MANNER THAT DOES NOT VIOLATE GROUNDWATER OR SURFACE WATER QUALITY STANDARDS.
- ALL EXCESS MATERIALS SHALL BE HAULED OFF SITE AND DISPOSED OF AT AN APPROVED LOCATION. EXCESS MATERIAL MAY BE TEMPORARILY STORED ON SITE (IF APPROVED BY THE OWNER) AT A PRE-APPROVED LOCATION. IF MATERIAL IS STOCKPILED FOR MORE THAN 14 DAYS STOCKPILE IS TO BE STABILIZED PER BMP #44. UNDER NO CIRCUMSTANCES SHOULD ANY EQUIPMENT OR OTHER MATERIALS BE STORED OUTSIDE IMMEDIATE WORK AREA ON SLHS OR IPCO PROPERTY WITHOUT THEIR PERMISSION.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ISPMc.
- SEE LANDSCAPE AND MATERIALS PLANS FOR INFORMATION CONCERNING FINAL SOIL STABILIZATION MEASURES.
- ALL GRADING, UTILITY, AND ROADWAY CONSTRUCTION SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M. AND 9:00 P.M. MONDAY THROUGH FRIDAY AND 8:00 A.M. TO 9:00 P.M. SATURDAY AND SUNDAY, UNLESS OTHERWISE APPROVED BY THE CONSTRUCTION MANAGER.
- ANY MODIFICATIONS TO THIS PLAN REQUIRE APPROVAL OF THE DESIGNER OR THE ONSITE RESPONSIBLE PERSON.
- TOTAL DISTURBED AREA FOR THIS ON-SITE WORK IS APPROXIMATELY: **1.12 ACRES.**
- UPON CONTRACT APPROVAL BY THE CONTRACTOR, IT IS RECOGNIZED THAT THE CONTRACTOR HAS REVIEWED THE PLAN DRAWINGS AND THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS AND CONDITIONS CONTAINED HEREIN.

**Soil Stabilization (15,17,18,21,23):**

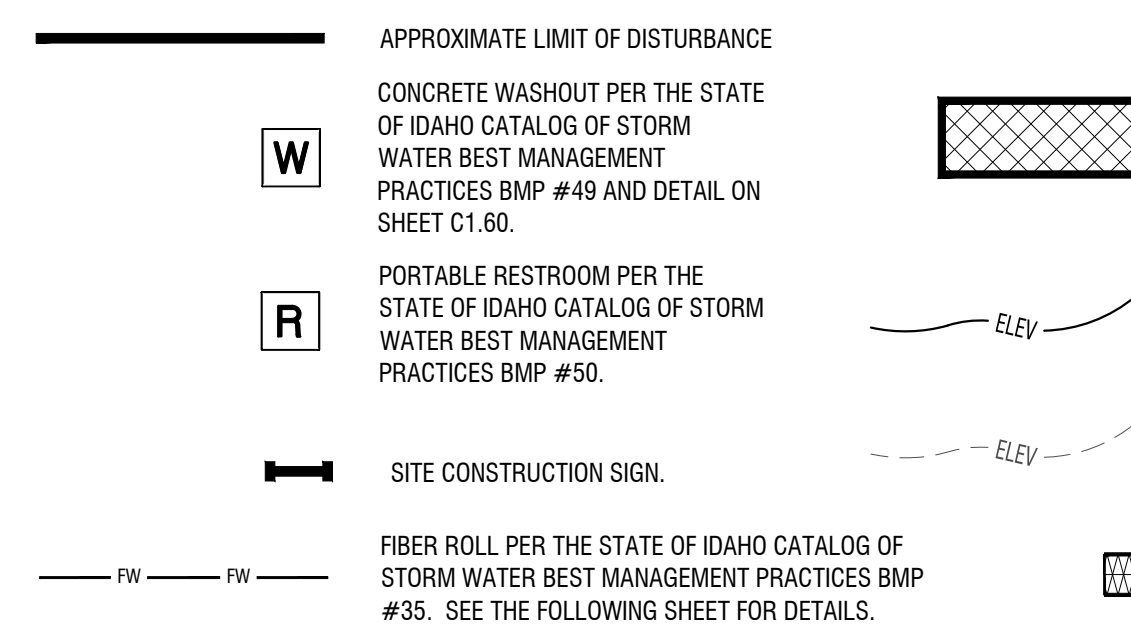
- IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
- LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS THAT COULD BE FLOUSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
- EXCEPT AS PROVIDED BELOW, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
  - WHERE STABILIZATION BY THE 14th DAY IS PRECEDDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL.
  - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

NOTE: ONE OF THE FOLLOWING TEMPORARY SOIL STABILIZATION PRACTICES SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS AND/OR WHERE NOT SHOWN ON PLAN, UNLESS CONDITIONS AS LISTED ABOVE DICTATE OTHERWISE:

- MULCHING (BMP 52) - FLECK MULCH, STRAW, GRASS, COMPOST, WOOD CHIPS OR WOOD FIBERS TO DISTURBED AREAS TO PREVENT EROSION. SEE APPENDIX F OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION. **AND/OR**
- GEOTEXTILE (BMP 53) - APPLY NONBIODEGRADABLE SYNTHETIC FABRIC TO DISTURBED AREAS TO PREVENT EROSION. SEE APPENDIX F OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION.
- MATINGS (BMP 54) - APPLY BIODEGRADABLE WOVEN OR JUTE FIBER MAT TO DISTURBED AREAS TO PREVENT EROSION. SEE APPENDIX F OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION.

PERMANENT SOIL STABILIZATION BMPs:  
LANDSCAPING (BMP 32) - COORDINATE WITH THE APPROVED LANDSCAPE PLAN FOR LOCATIONS AND METHODS.

**ESC Legend:**



**ESC Posting Requirements:**

- ALL CONSTRUCTION PROJECTS WHICH HOLD AN EROSION CONTROL PERMIT SHALL DISPLAY A SIGN AT THE MAIN ENTRANCE OF THE PROPERTY INDICATING THE FOLLOWING:
  - ADDRESS OF THE PROPERTY, IF ONE HAS BEEN ASSIGNED, OR A LOT OR BLOCK NUMBER,
  - THE ESC PERMIT NUMBER, THE EPA PERMIT NUMBER (IF APPLICABLE),
  - THE RESPONSIBLE PERSON'S NAME AND PHONE NUMBER,
  - THE STORMWATER POLLUTION HOTLINE PHONE NUMBER.
- ALL REQUIRED WRITING ON THE SIGNS SHALL BE LEGIBLE AND OF SUFFICIENT SIZE TO BE EASILY READ FROM THE STREET.
- ESC AND ANY WAIVER DOCUMENTS MUST BE MADE AVAILABLE UPON REQUEST BY EPA, A STATE, TRIBAL, OR OTHER LOCAL APPROVING AGENCY.

**Contact Information:**

OWNER/DEVELOPER:	CAPITAL CITY DEVELOPMENT CORPORATION
CONTRACTOR:	TO BE DETERMINED ADDRESS CITY, STATE ZIP PRIMARY CONTACT: PH.:
ONSITE ESC COORDINATOR:	TO BE DETERMINED CONTACT: TO BE DETERMINED. LICENSE NO. --- EXP: --- PH. (CELL): 208.---.---
PLAN PREPARER: COMPANY:	GARY SCHUMACHER THE LAND GROUP, INC. 462 E. SHORE DR., STE. 100 EAGLE, IDAHO 83616 PH.: 208.939.4041 EMAIL: gary@thelandgroupinc.com
PROJECT ENGINEER: COMPANY: PH.:	JASON DENSMER, PE THE LAND GROUP, INC. 208.939.4041

**Facility Information**

Start Date: 10/02/2024	Latitude: 43.6112
End Date: 04/02/2025	Longitude: -116.1964

**Calculation Results**

Rainfall erosivity factor (R Factor) = **3.44**

A rainfall erosivity factor of less than 5.0 has been calculated for your site and period of construction. If you are located in an area where EPA is the permitting authority (pdf), you can submit a LEW through EPA's NPDES eReporting Tool (Net). Otherwise, contact your state permitting authority to determine if you are eligible for a waiver from NPDES permitting requirements.

If you submitted a LEW through EPA's Net and your construction activity ultimately extends past the project completion date you specified above, you must recalculate the R factor using the original start date and a new project completion date. If the recalculated R factor is still less than 5.0, you must submit a modification to your LEW through Net before the end of the original construction period. If the new R factor is 5.0 or greater, you must submit a Notice of Intent (NOI) instead to be covered by the Construction General Permit (CGP) before the original project completion date.

OPERATORS IN IDAHO ELIGIBLE FOR A WAIVER BASED ON LOW EROSION POTENTIAL CAN SUBMIT A RAINFALL EROSIONITY WAIVER ELECTRONICALLY VIA DEQ'S E-PERMITTING SYSTEM (HTTPS://WWW2.DEQ.IDAHO.GOV/WATER/IPDES)

Revisions

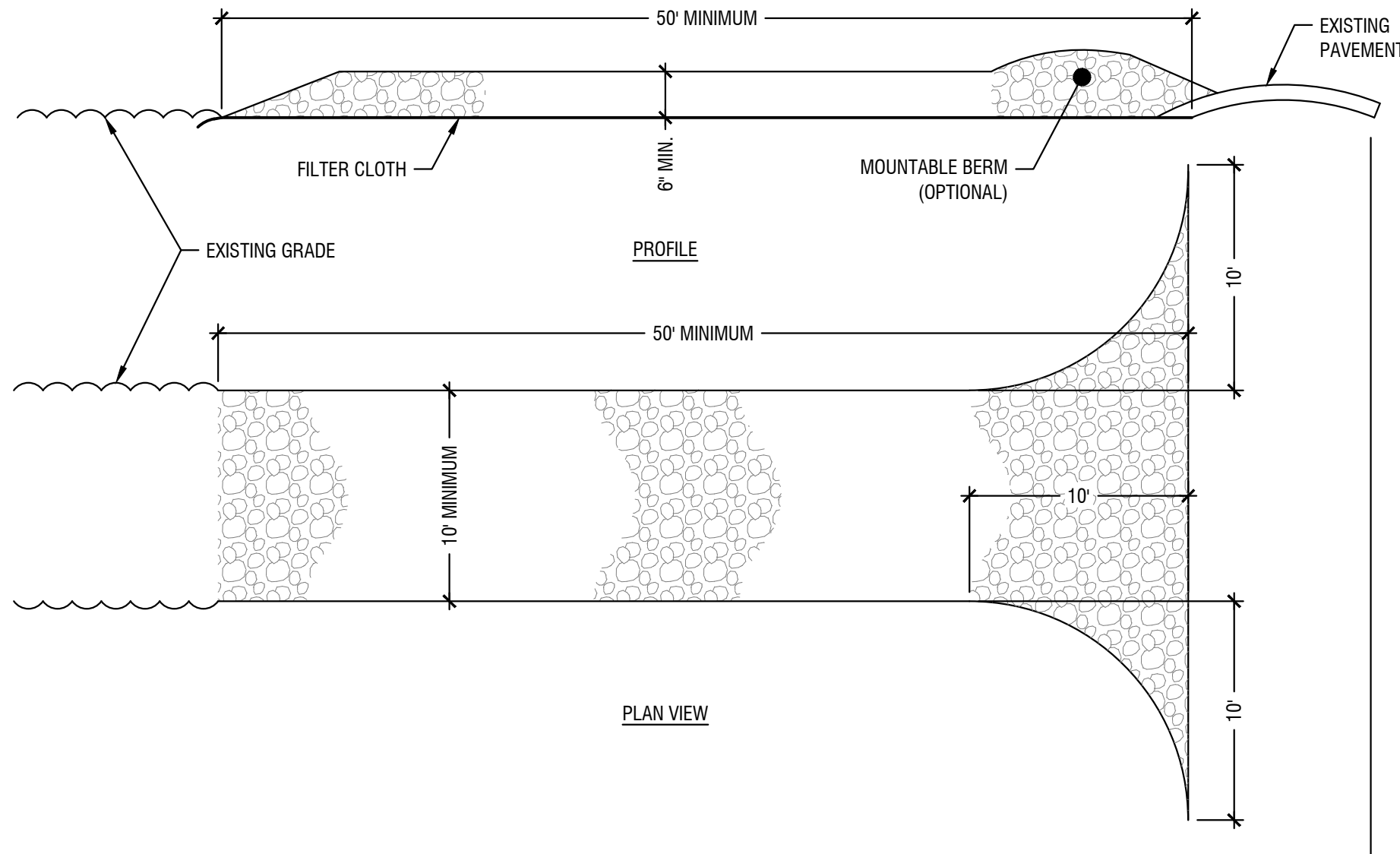
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Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

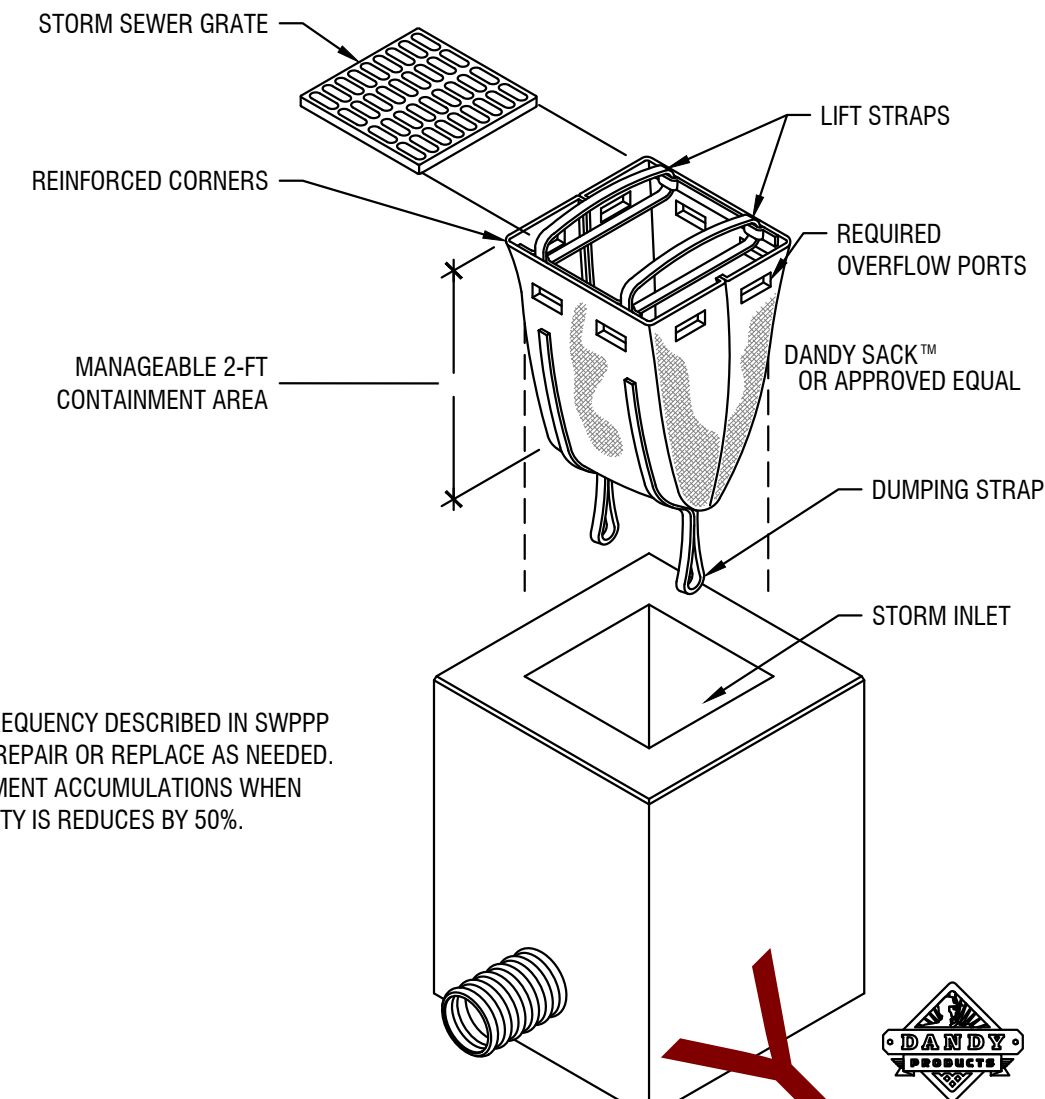
**CONSTRUCTION SPECIFICATIONS**

- STONE SIZE-USE CRUSHED 2" STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT FOR TOP LAYER, 2"-8" DIAMETER FOR BASE LAYER.
- LENGTH-AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
- THICKNESS-NOT LESS THAN 6 INCHES.
- WIDTH-10 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
- FILTER CLOTH-WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
- ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
- MAINTENANCE-THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WASHING-WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.



**1 Stabilized Construction Entrance (BMP 5A)**

Scale: NTS



- NOTES:**
- INSPECT AT FREQUENCY DESCRIBED IN SWPPP DOCUMENTS. REPAIR OR REPLACE AS NEEDED.
  - REMOVE SEDIMENT ACCUMULATIONS WHEN FILTER CAPACITY IS REDUCES BY 50%.

**2 Drop Inlet Protection Type I (BMP 21)**

Scale: NTS

DANDY SACK™ SPECIFICATIONS

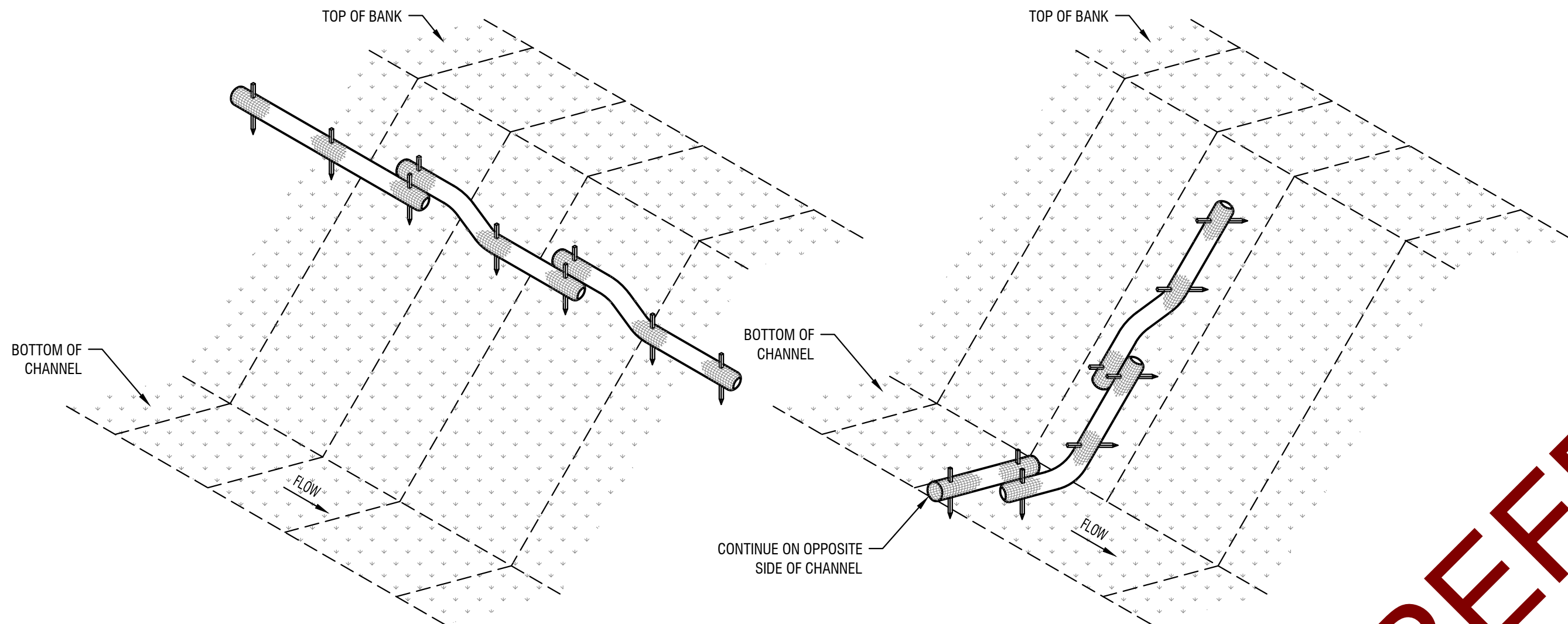
NOTE: THE DANDY SACK™ WILL BE MANUFACTURED IN THE U.S.A. FROM A WOVEN MONOFILAMENT FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

REGULAR FLOW DANDY SACK™ (BLACK)			
MECHANICAL PROPERTIES	TEST METHOD	UNITS	MARV
GRAB TENSILE STRENGTH	ASTM D 4632	KN (LBS)	1.78 (400) X 1.40 (315)
GRAB TENSILE ELONGATION	ASTM D 4632	%	15 X 15
PUNCTURE STRENGTH	ASTM D 4833	KN (LBS)	0.67 (150)
MULLEN BURST STRENGTH	ASTM D 3786	KPA (PSI)	5506 (800)
TRAPEZOID TEAR STRENGTH	ASTM D 4533	KN (LBS)	0.67 (150) X 0.73 (165)
UV RESISTANCE	ASTM D 4355	%	90
APPARENT OPENING SIZE	ASTM D 4751	MM (US STD SIEVE)	0.425 (40)
FLOW RATE	ASTM D 4491	1/MIN/M <sup>2</sup> (GAL/MIN/FT) <sup>2</sup>	2852 (70)
PERMITTIVITY	ASTM D 4491	SEC <sup>-1</sup>	0.90

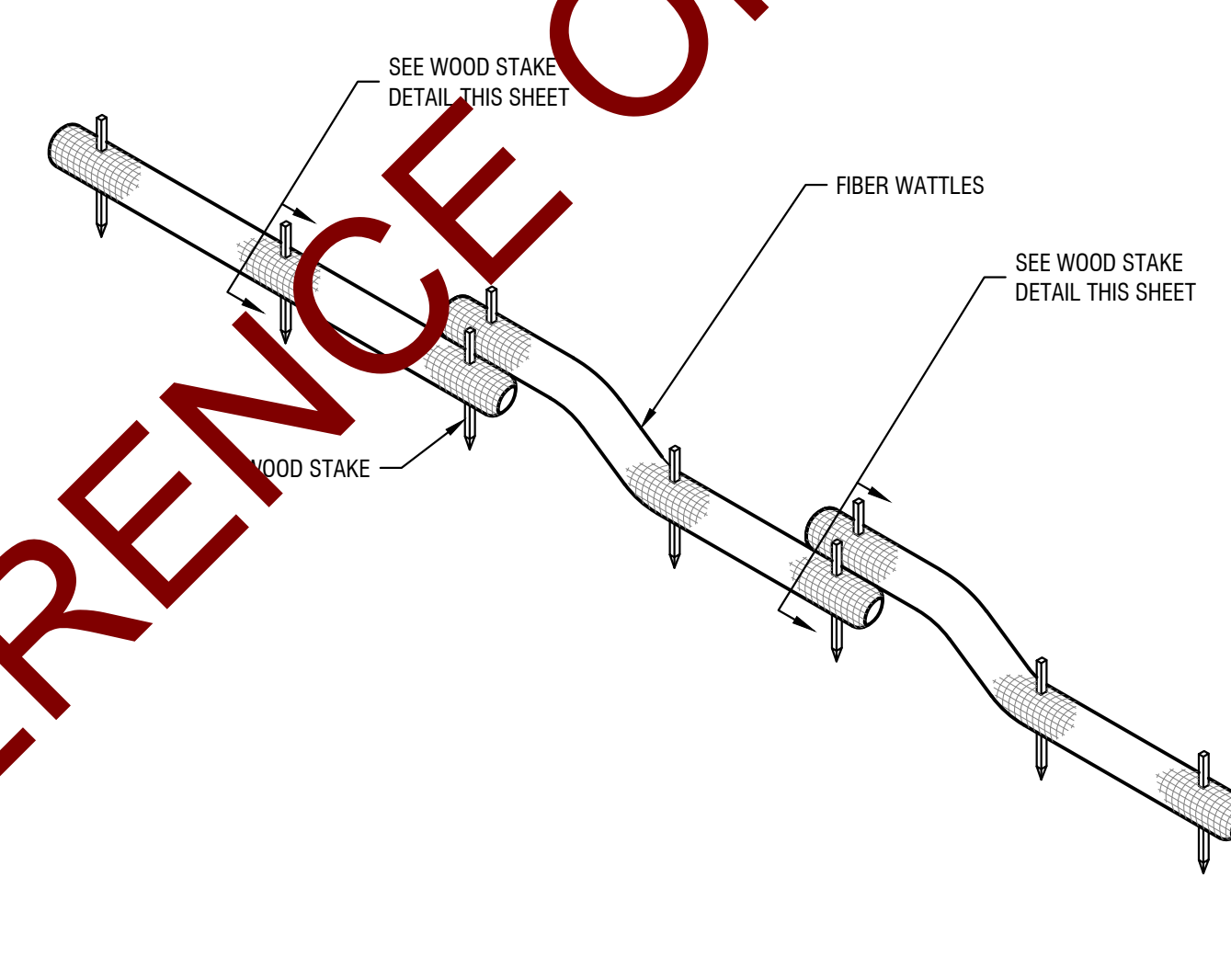
HI-FLOW DANDY SACK™ (SAFETY ORANGE)			
MECHANICAL PROPERTIES	TEST METHOD	UNITS	MARV
GRAB TENSILE STRENGTH	ASTM D 4632	KN (LBS)	1.62 (365) X 0.89 (200)
GRAB TENSILE ELONGATION	ASTM D 4632	%	24 X 10
PUNCTURE STRENGTH	ASTM D 4833	KN (LBS)	0.40 (90)
MULLEN BURST STRENGTH	ASTM D 3786	KPA (PSI)	3097 (450)
TRAPEZOID TEAR STRENGTH	ASTM D 4533	KN (LBS)	0.51 (115) X 0.33 (75)
UV RESISTANCE	ASTM D 4355	%	90
APPARENT OPENING SIZE	ASTM D 4751	MM (US STD SIEVE)	0.425 (40)
FLOW RATE	ASTM D 4491	1/MIN/M <sup>2</sup> (GAL/MIN/FT) <sup>2</sup>	5907 (145)
PERMITTIVITY	ASTM D 4491	SEC <sup>-1</sup>	2.1

\*Note: All Dandy Sacks™ can be ordered with our optional oil absorbent pillows



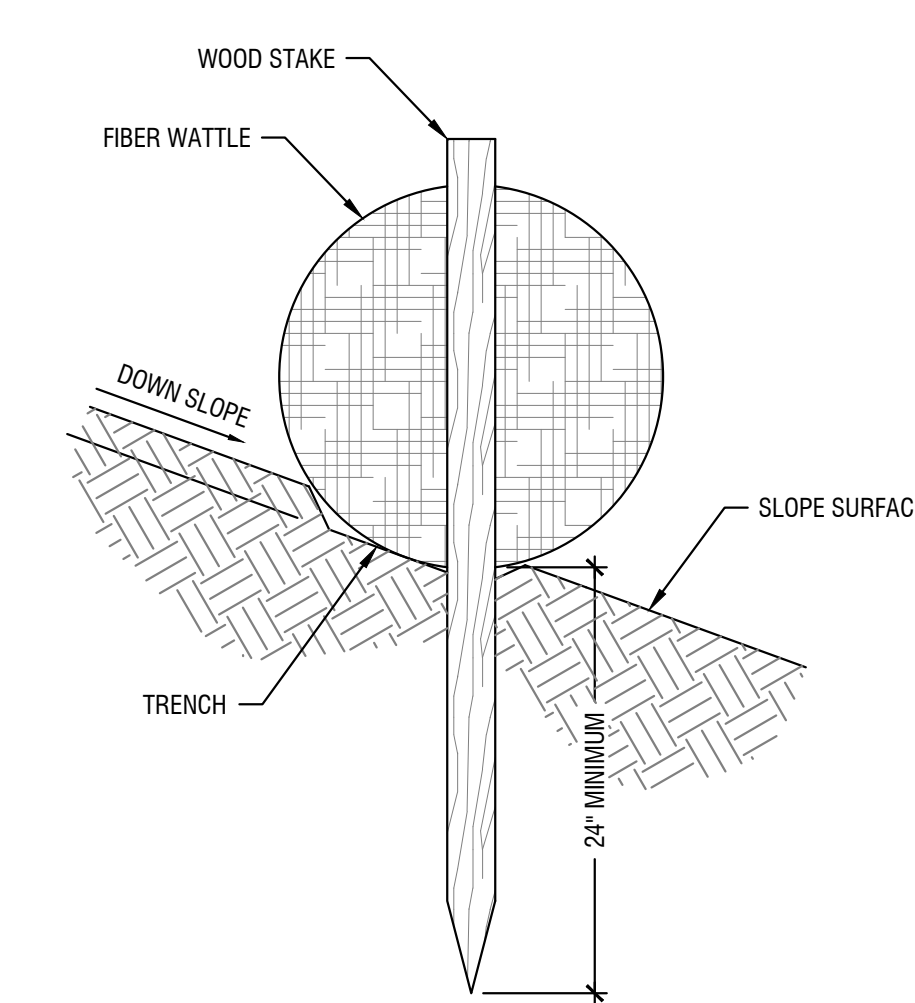
**3 Fiber Roll Install (BMP 35)**

Scale: NTS



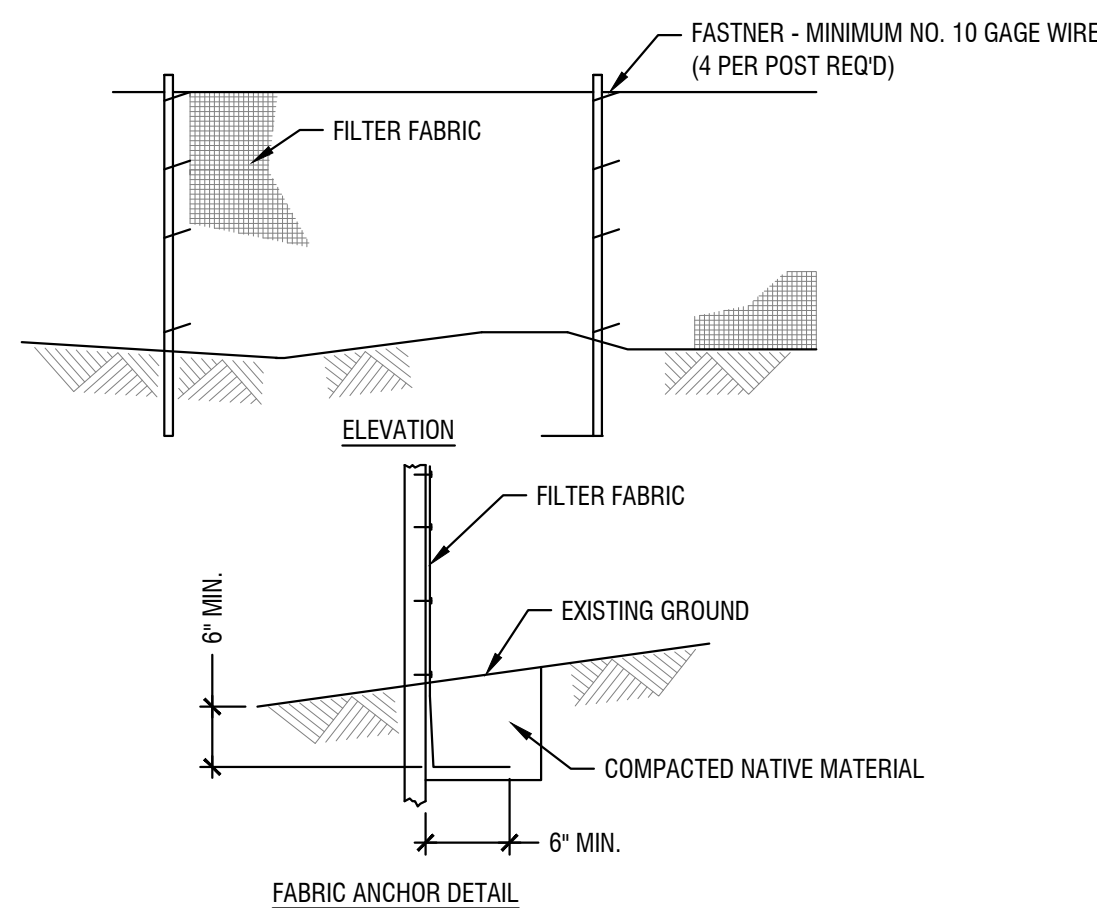
**4 Fiber Roll (BMP 35)**

Scale: NTS



**5 Fiber Roll Stake Section (BMP 35)**

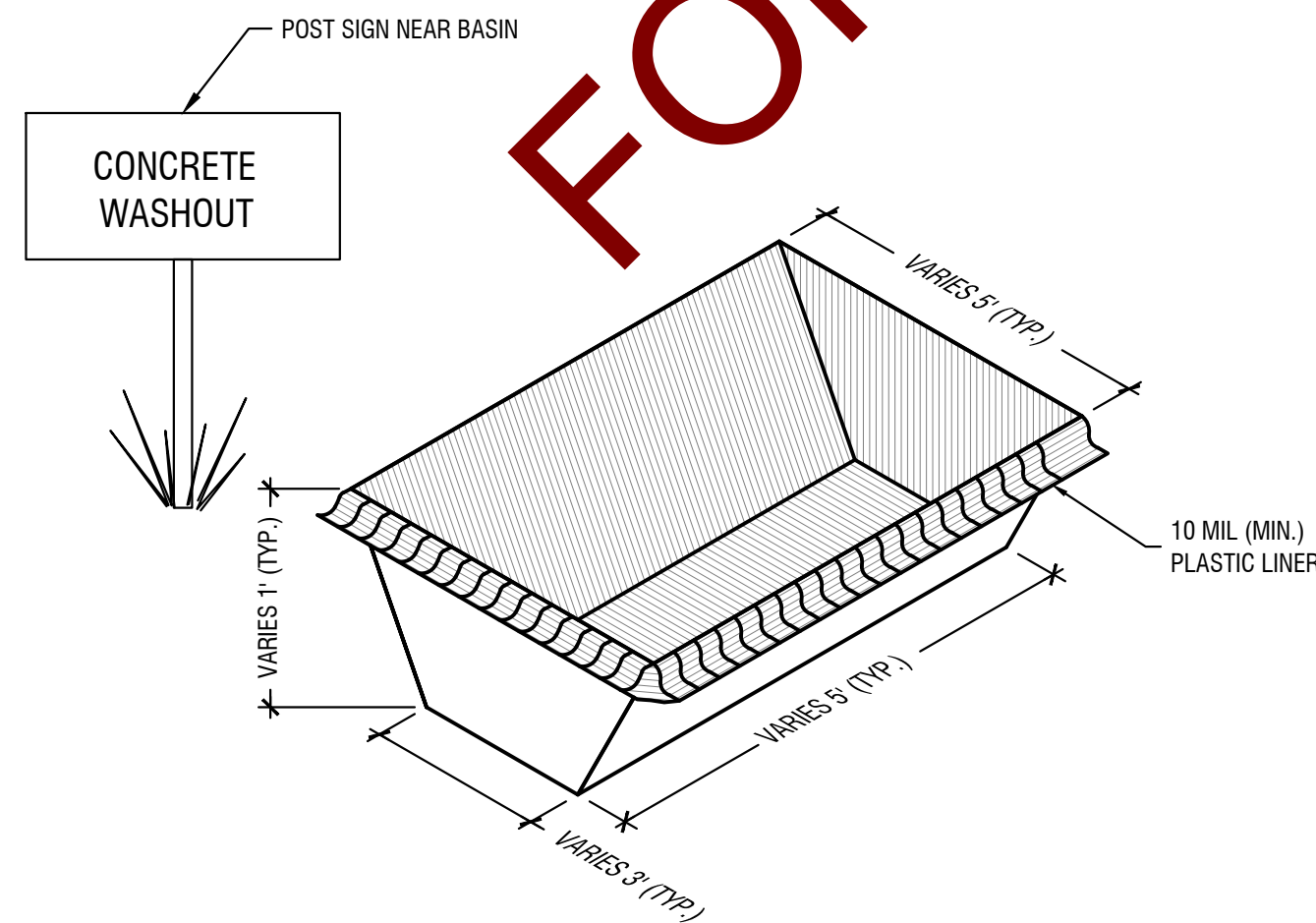
Scale: NTS



- NOTES:**
- TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
  - FILTER FABRIC SHALL BE CLASS 1 WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
  - FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

**6 Silt Fence Install 1 (BMP 36)**

Scale: NTS



- NOTES:**
- DIMENSIONS VARY. RESPONSIBLE PERSON SHALL SIZE BASIN APPROPRIATELY.

**7 Concrete Washout (BMP 13)**

Scale: NTS

FOR REFERENCE ONLY

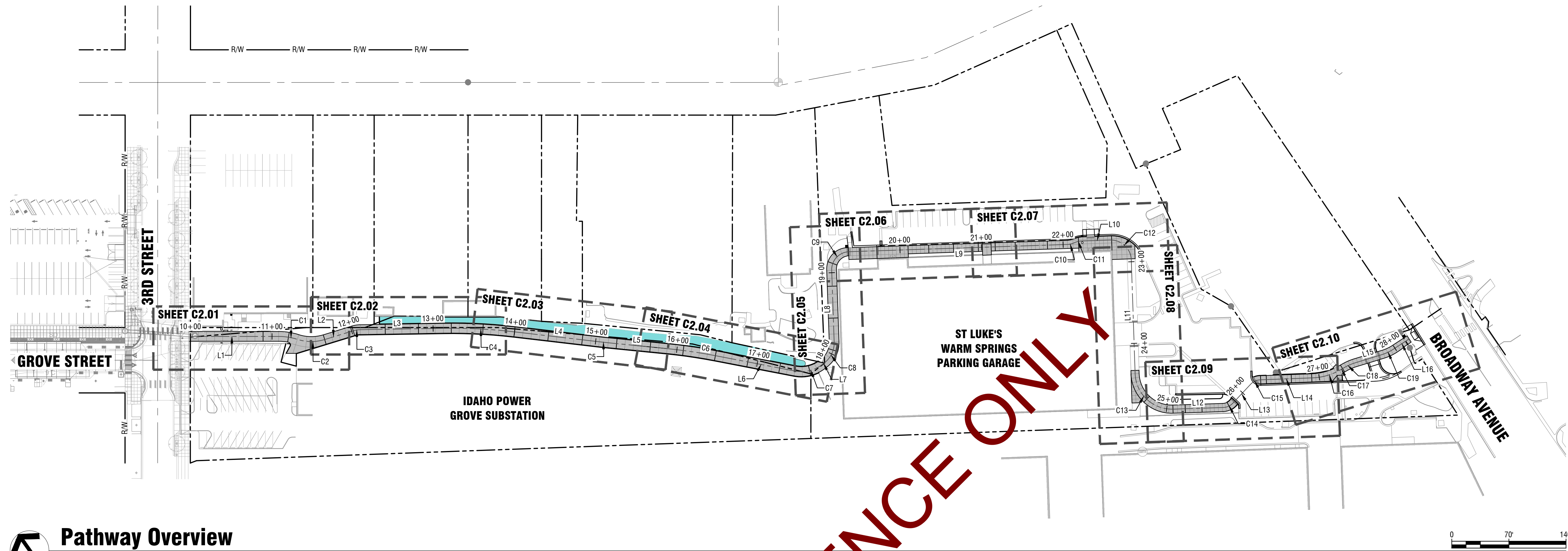
Revisions

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Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

ESC Details



**Pathway Overview**  
Horizontal Scale: 1" = 70'

**Alignment Segment Table:**

SEGMENT	BEGIN STA.	END STA.	LENGTH	RADIUS	BEARING	BEGIN COORD.	END COORD.
L1	10+00	11+08.13	108.13'		S54°46'42.00"E	N: 709,213.350 E: 2,505,981.310	N: 709,150.985 E: 2,506,069.646
C1	11+08.13	11+31.42	23.28'	75.00'	S45°53'03.33"E	N: 709,150.985 E: 2,506,069.646	N: 709,134.841 E: 2,506,086.296
C2	11+31.42	11+65.44	34.02'	56.00'	S54°23'41.66"E	N: 709,134.841 E: 2,506,086.296	N: 709,115.337 E: 2,506,113.534
L2	11+65.44	12+02	36.57'		S71°47'58.66"E	N: 709,115.337 E: 2,506,113.534	N: 709,103.916 E: 2,506,148.270
C3	12+02	12+10.86	8.85'	31.54'	S63°45'30.88"E	N: 709,103.916 E: 2,506,148.270	N: 709,100.015 E: 2,506,161.185
L3	12+10.86	13+12.64	101.78'		S55°43'03.10"E	N: 709,100.015 E: 2,506,156.185	N: 708,042.685 E: 2,506,240.283
C4	13+12.64	13+99.90	87.26'	656.54'	S51°54'35.60"E	N: 709,042.685 E: 2,506,240.283	N: 708,988.892 E: 2,506,308.911
L4	13+99.90	15+04.46	104.56'		S48°06'08.09"E	N: 708,988.892 E: 2,506,308.911	N: 708,919.064 E: 2,506,386.742
C5	15+04.46	15+15.51	11.04'	643.46'	S48°35'38.29"E	N: 708,919.064 E: 2,506,386.742	N: 708,911.759 E: 2,506,395.026
L5	15+15.51	15+88.03	72.52'		S49°05'08.49"E	N: 708,911.759 E: 2,506,395.026	N: 708,864.262 E: 2,506,449.831
C6	15+88.03	16+47.84	59.81'	656.54'	S46°28'33.95"E	N: 708,864.262 E: 2,506,449.831	N: 708,823.090 E: 2,506,493.180
L6	16+47.84	17+46.98	99.14'		S43°51'59.42"E	N: 708,823.090 E: 2,506,493.180	N: 708,751.614 E: 2,506,561.883
C7	17+46.98	17+82.97	35.99'	42.00'	S68°24'49.80"E	N: 708,751.614 E: 2,506,561.883	N: 708,738.775 E: 2,506,594.333
L7	17+82.97	17+85.99	3.03'		N87°02'19.82"E	N: 708,738.775 E: 2,506,594.333	N: 708,738.932 E: 2,506,597.355
C8	17+85.99	18+15.11	29.12'	31.00'	N60°07'52.27"E	N: 708,738.932 E: 2,506,597.355	N: 708,752.905 E: 2,506,621.687
L8	18+15.11	19+02.98	87.87'		N33°13'24.73"E	N: 708,752.905 E: 2,506,621.687	N: 708,826.409 E: 2,506,669.829
C9	19+02.98	19+37.57	34.59'	22.00'	N78°16'09.00"E	N: 708,826.409 E: 2,506,669.829	N: 708,832.739 E: 2,506,700.317
L9	19+37.57	22+05.43	267.86'		S56°41'06.72"E	N: 708,832.739 E: 2,506,700.317	N: 708,685.621 E: 2,506,924.157

**Alignment Segment Table:**

SEGMENT	BEGIN STA.	END STA.	LENGTH	RADIUS	BEARING	BEGIN COORD.	END COORD.
C10	22+05.43	22+13.51	8.08'	20.00'	S68°15'53.63"E	N: 708,685.621 E: 2,506,924.157	N: 708,682.647 E: 2,506,931.616
C11	22+13.51	22+23.62	10.11'	25.00'	S68°15'53.62"E	N: 708,682.647 E: 2,506,931.616	N: 708,678.931 E: 2,506,940.939
L10	22+23.62	22+58.33	34.71'		S56°41'06.72"E	N: 708,678.931 E: 2,506,940.939	N: 708,659.867 E: 2,506,969.944
C12	22+58.33	22+97.58	39.26'	25.00'	S11°41'59.26"E	N: 708,659.867 E: 2,506,969.944	N: 708,625.255 E: 2,506,977.112
L11	22+97.58	24+37.18	139.60'		S33°17'08.20"W	N: 708,625.255 E: 2,506,977.112	N: 708,508.559 E: 2,506,900.499
C13	24+37.18	25+07.81	70.63'	45.00'	S11°40'40.17"E	N: 708,508.559 E: 2,506,900.499	N: 708,446.276 E: 2,506,913.372
L12	25+07.81	25+69.38	61.57'		S56°38'28.54"E	N: 708,446.276 E: 2,506,913.372	N: 708,412.420 E: 2,506,964.799
C14	25+69.38	25+82.73	13.35'	17.00'	S79°08'28.54"E	N: 708,412.420 E: 2,506,964.799	N: 708,409.968 E: 2,506,977.577
L13	25+82.73	26+14.51	31.78'		N78°21'31.46"E	N: 708,409.968 E: 2,506,977.577	N: 708,416.380 E: 2,507,008.699
C15	26+14.51	26+27.78	13.27'	17.00'	S79°16'39.05"E	N: 708,416.380 E: 2,507,008.699	N: 708,413.973 E: 2,507,021.410
L14	26+27.78	26+91.64	63.86'		S56°54'49.56"E	N: 708,413.973 E: 2,507,021.410	N: 708,379.111 E: 2,507,074.916
C16	26+91.64	27+27.76	36.12'	75.00'	S70°42'38.80"E	N: 708,379.111 E: 2,507,074.916	N: 708,367.294 E: 2,507,108.681
C17	27+27.76	27+30.83	3.07'	75.00'	S85°40'50.73"E	N: 708,367.294 E: 2,507,108.681	N: 708,367.063 E: 2,507,111.743
C18	27+30.83	27+47.91	17.07'	65.00'	S79°19'43.86"E	N: 708,367.063 E: 2,507,111.743	N: 708,363.910 E: 2,507,128.473
L15	27+47.91	27+81.86	33.95'		S71°48'14.29"E	N: 708,363.910 E: 2,507,128.473	N: 708,353.308 E: 2,507,160.727
C19	27+81.86	27+97.20	15.34'	55.00'	S79°47'39.63"E	N: 708,353.308 E: 2,507,160.727	N: 708,350.599 E: 2,507,175.776
L16	27+97.20	28+20.77	23.57'		S87°47'04.97"E	N: 708,350.599 E: 2,507,175.776	N: 708,349.688 E: 2,507,199.330

FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

Revisions

1.	
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Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Pathway Overview**

**C2.00**

Plan No. 22-0001-01 (2024) 05/03/2024 10:58 AM jason.denysier@landgroup.com

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.28'	75.00'	017.79	N45°53'03"W	23.19'
C2	34.02'	56.00'	034.81	N54°23'42"W	33.50'

**Pavement Marking Legend:**

- REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 1A 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9" GAP)
  - 7 4" DOUBLE YELLOW
  - 15 8" SOLID WHITE

**Sheet Notes:**

- A. CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- C. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- E. PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- I. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
- J. SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:
  - ASP - TOP OF ASPHALT PAVEMENT
  - BC - BEGIN CURVE
  - EC - END CURVE
  - FG - FINISH GRADE
  - GB - GRADE BREAK
  - HP - HIGH POINT
  - LIP - LIP OF GUTTER
  - LP - LOW POINT
  - MX - MATCH EXISTING ELEVATION
  - PCI - POINT OF CURVE INTERSECT
  - RIM - RIM OF STRUCTURE
  - TBC - TOP BACK OF CURB
  - TW - TOP OF WALL

**Material Legend (This Sheet Only):**

- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
- EXISTING CONCRETE TO REMAIN
- LANDSCAPE REPAIR, MIN. 8"-DEPTH 4-8" COBBLE.
- ASPHALT REPAIR TYPE "P" PER ISPCW SD-303.
- REPAIR GRAVEL SURFACING TO MATCH EXISTING.
- LANDSCAPE PLANTER. SEE SHEET L1.00 FOR PLANTING PLAN.

**Keynotes (This Sheet Only):**

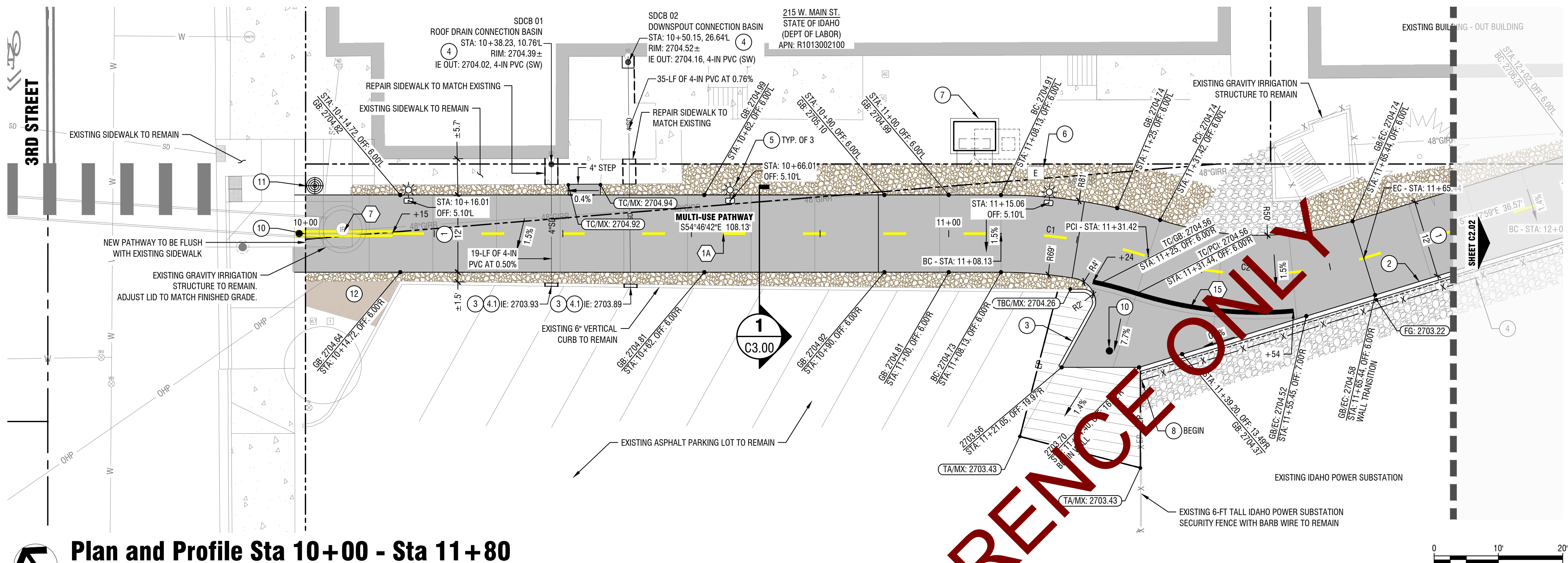
1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
2. CONSTRUCT RETAINING WALL PER STRUCTURAL WITH RECESSED LIGHTING PER ELECTRICAL. SEE TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
3. CONSTRUCT 6-IN VERTICAL CURB (NO GUTTER) PER DETAIL 6/C2.50.
4. INSTALL ROOF DRAIN/DOWNSPOUT CONNECTION BASIN PER DETAIL 9/C2.50.
  - 4.1. REPAIR CURB TO MATCH EXISTING AND DAYLIGHT DRAINAGE PIPE THROUGH FRONT.
5. INSTALL PATHWAY LIGHTS WITH JUNCTION BOXES PER PER SITE ELECTRICAL PLAN.
6. INSTALL METERED UTILITY PEDESTAL PER SITE ELECTRICAL PLAN.
7. PROPOSED IDAHO POWER TRANSFORMER. COORDINATE WITH IDAHO POWER.
8. INSTALL 10-FT TALL, CHAIN LINK FENCE WITH BARB WIRE TO MATCH EXISTING IDAHO POWER SECURITY FENCE. CONNECT FENCE TO EXISTING IDAHO POWER SUBSTATION GROUNDING GRID PER IDAHO POWER REQUIREMENTS. COORDINATE WITH IDAHO POWER TO MAINTAIN SECURE PERIMETER OF SUBSTATION. COMPLY WITH IDAHO POWER REQUIREMENTS TO WORK WITHIN SUBSTATION GROUNDS.
9. NOT USED.
10. INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
11. INSTALL STANDARD BOISE PARKS AND REC TRASH CAN ON CONCRETE PAD. COORDINATE WITH BOISE PARKS AND REC.
12. LANDSCAPE PLANTER. SEE SHEET L1.00 FOR PLANTING PLAN.



Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

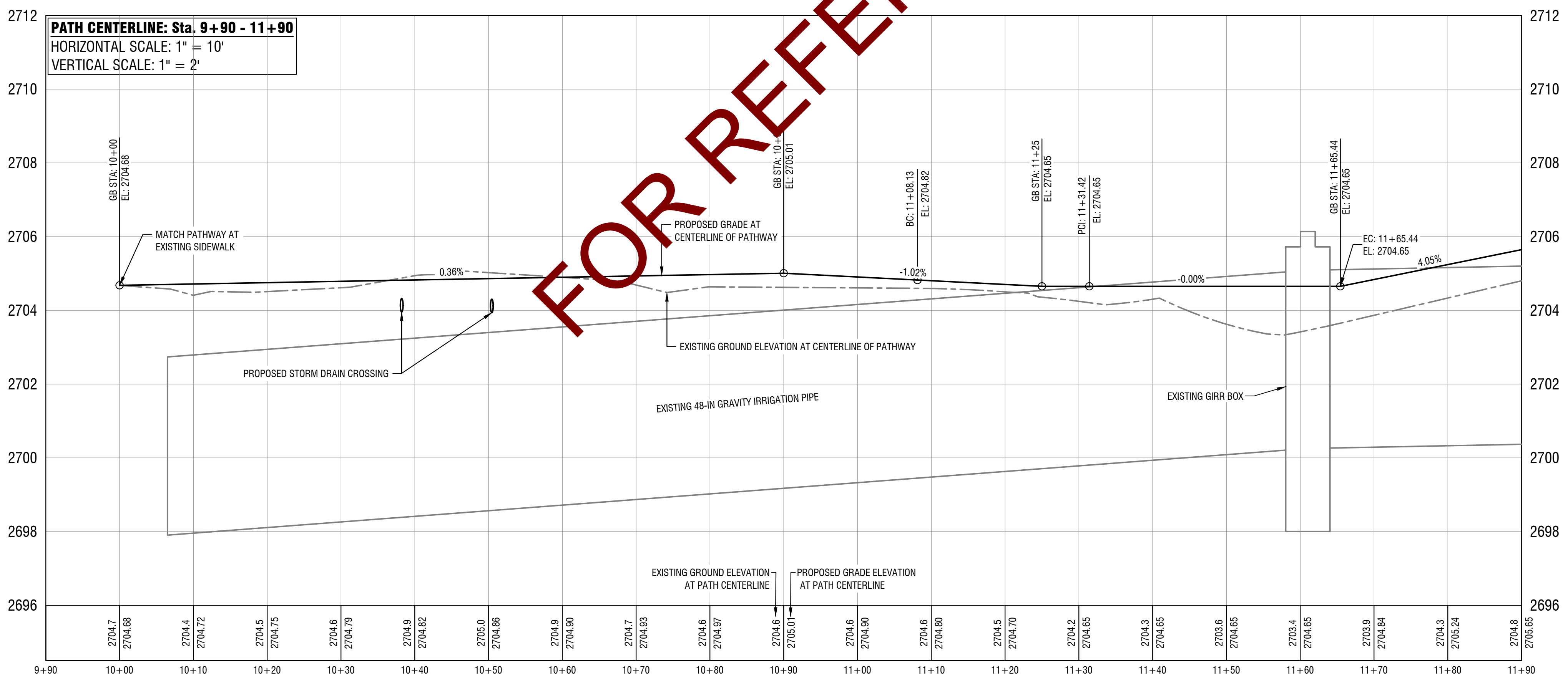
**Plan and Profile Sta 10+00 - Sta 11+80**

**C2.01**



**Plan and Profile Sta 10+00 - Sta 11+80**

Horizontal Scale: 1" = 10'



**PATH CENTERLINE: Sta. 9+90 - 11+90**  
 HORIZONTAL SCALE: 1" = 10'  
 VERTICAL SCALE: 1" = 2'

FOR REFERENCE ONLY

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	8.85'	31.54'	016.08	N63°45'31"W	8.82'
C4	87.26'	656.54'	007.62	N51°54'38"W	87.20'

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  - LP - LOW POINT
  - MX - MATCH EXISTING ELEVATION
  - PCI - POINT OF CURVE INTERSECT
  - RIM - RIM OF STRUCTURE
  - TBC - TOP BACK OF CURB
  - TW - TOP OF WALL

**Material Legend (This Sheet Only):**

	PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES. SEE PLANS.		EXISTING BOISE CITY CANAL/ELLIPTICAL DITCH POST CONSTRUCTION EXTENTS
	LANDSCAPE REPAIR, MIN. 8"-DEPTH 4-8" COBBLE.		REPAIR GRAVEL SURFACING TO MATCH EXISTING.

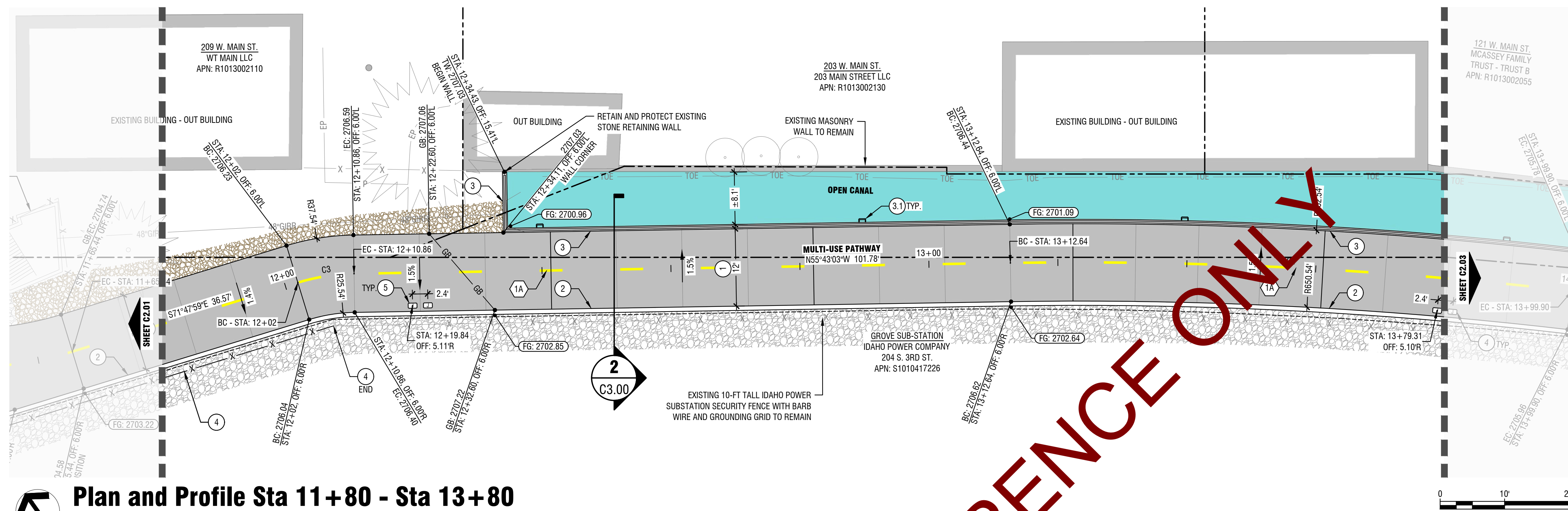
**Keynotes (This Sheet Only):**

- CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
- CONSTRUCT RETAINING WALL PER STRUCTURAL WITH RECESSED LIGHTING PER SITE ELECTRICAL. SEE TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
- CONSTRUCT RETAINING WALL WITH REMOVABLE GUARDRAIL PER STRUCTURAL. SEE DETAIL 1/C2.51 AND TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
  - 3.1. INSTALL LADDERS DOWN TO CANAL BOTTOM AT 50-FT O.C. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION.
- INSTALL 10-FT TALL, CHAIN LINK FENCE WITH BARB WIRE TO MATCH EXISTING IDAHO POWER SECURITY FENCE. CONNECT FENCE TO EXISTING IDAHO POWER SUBSTATION GROUNDING GRID PER IDAHO POWER REQUIREMENTS. COORDINATE WITH IDAHO POWER TO MAINTAIN SECURE PERIMETER OF SUBSTATION. COMPLY WITH IDAHO POWER REQUIREMENTS TO WORK WITHIN SUBSTATION GROUNDS.
- INSTALL JUNCTION BOX PER SITE ELECTRICAL.

**Pavement Marking Legend:**

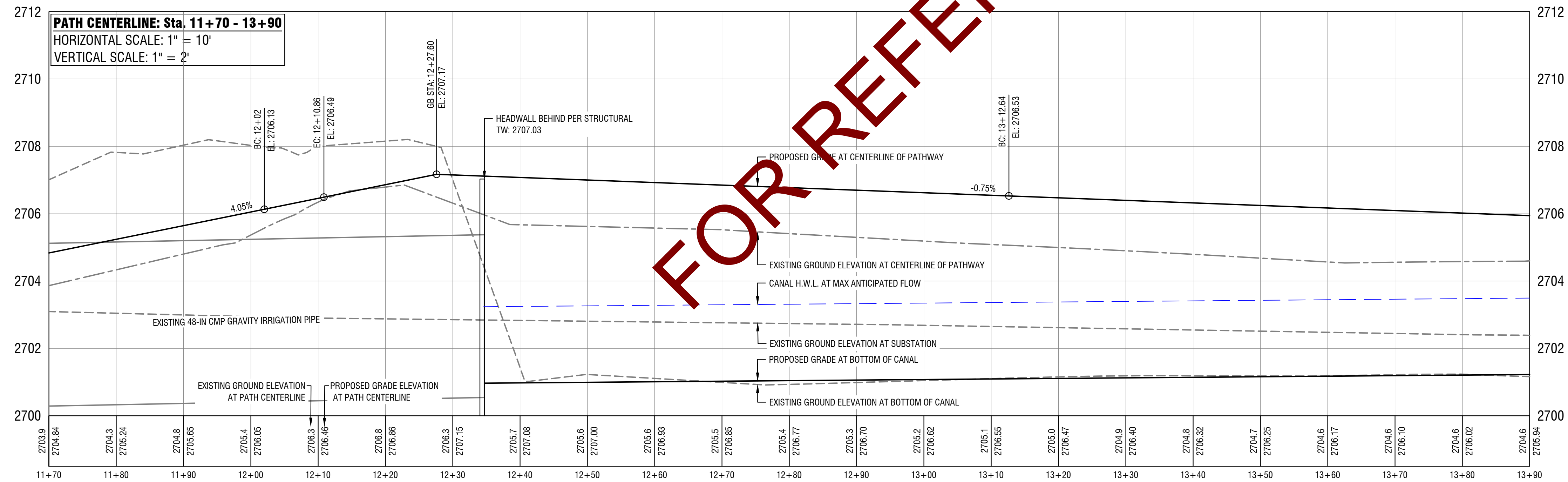
REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS

4" YELLOW PATHWAY CENTERLINE (3" LINE - 9" GAP)



**Plan and Profile Sta 11+80 - Sta 13+80**

Horizontal Scale: 1" = 10'



PLAN DATE: 05/03/2024 12:21:11 PM  
 USER: JASON DENSMER  
 PROJECT: 122112  
 SHEET: C2.02



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 11+80 - Sta 13+80**

**C2.02**

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C5	11.04'	643.46'	000.98	N48°35'38"W	11.04'

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**Material Legend (This Sheet Only):**

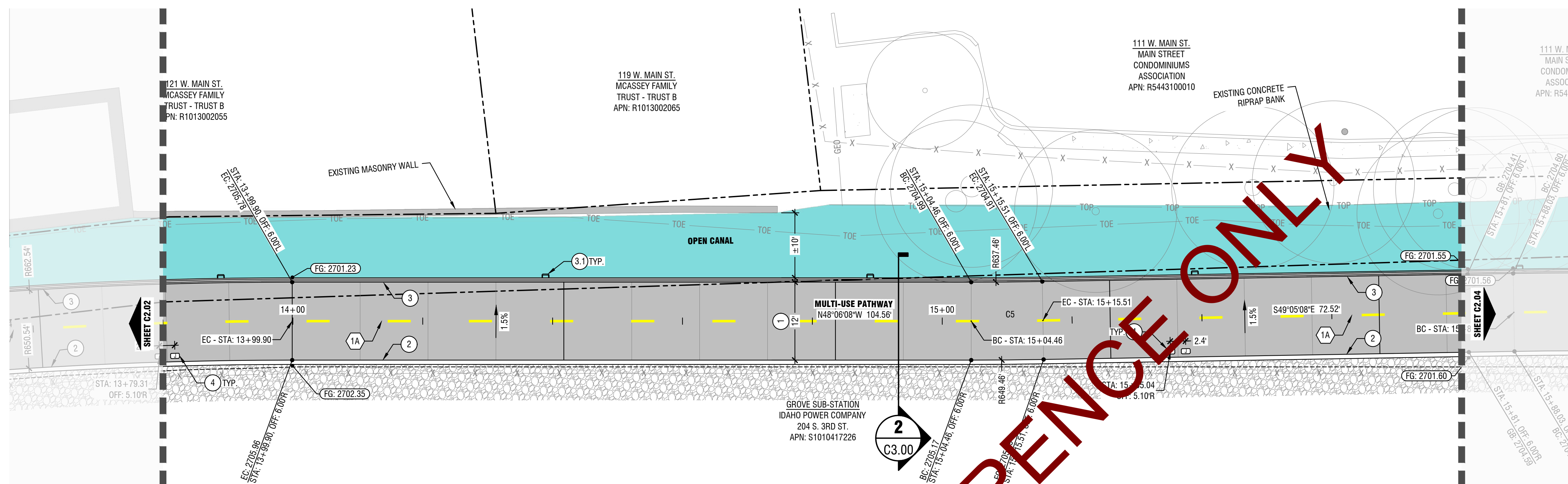
- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
- EXISTING BOISE CITY CANAL/ELLIS DITCH POST CONSTRUCTION EXTENTS
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**Keynotes (This Sheet Only):**

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2. CONSTRUCT RETAINING WALL PER STRUCTURAL WITH RECESSED LIGHTING PER SITE ELECTRICAL. SEE TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
3. CONSTRUCT RETAINING WALL WITH REMOVABLE GUARDRAIL PER STRUCTURAL. SEE DETAIL 1/C2.51 AND TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
  - 3.1. INSTALL LADDERS DOWN TO CANAL BOTTOM AT 50-FT O.C. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION.
4. INSTALL JUNCTION BOX PER SITE ELECTRICAL.

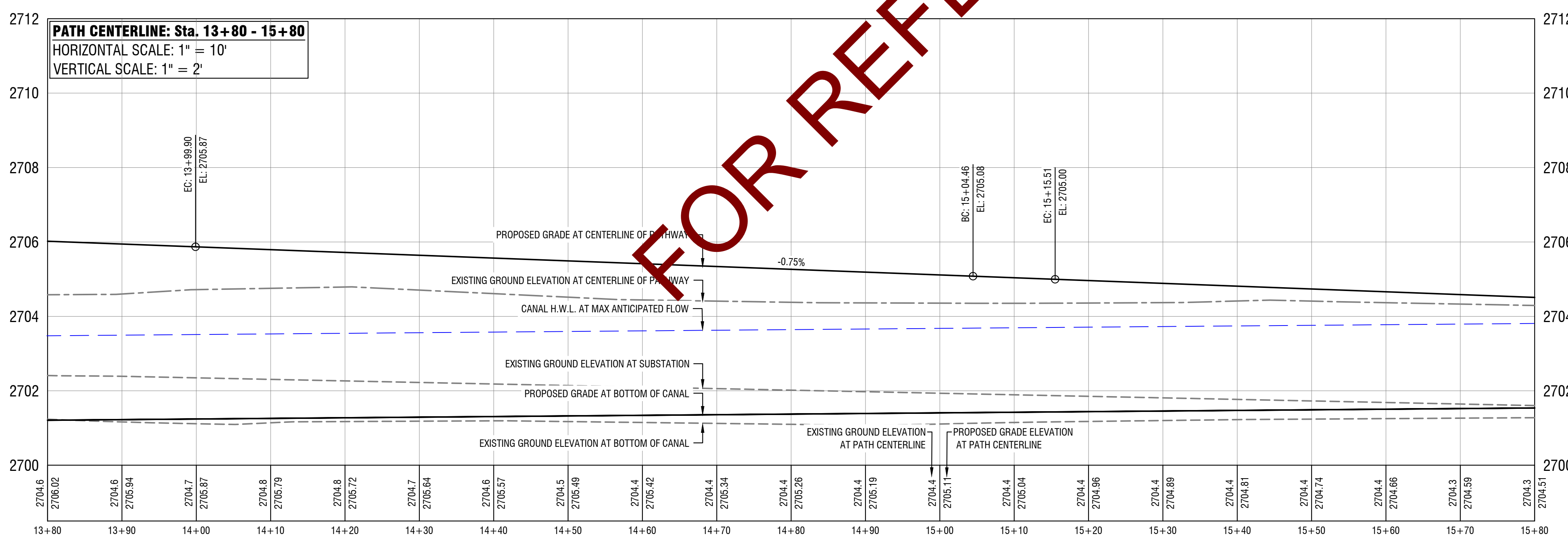
**Pavement Marking Legend:**

- REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)



**Plan and Profile Sta 13+80 - Sta 15+80**

Horizontal Scale: 1" = 10'



Revisions
1.



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 13+80 - Sta 15+80**

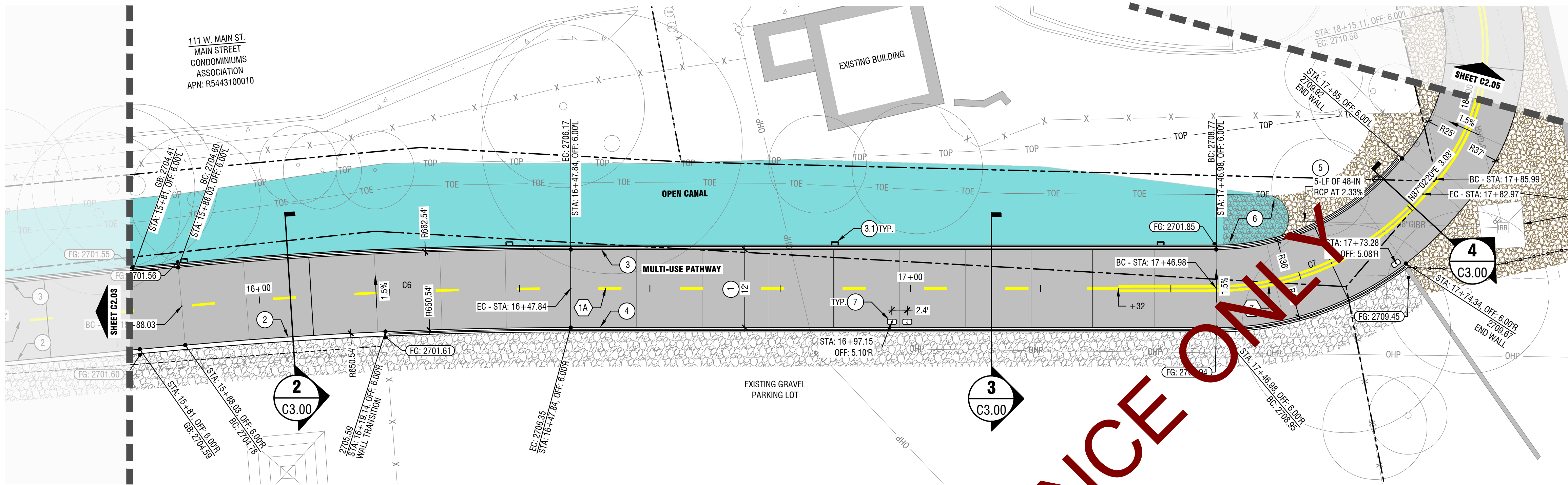
**C2.03**

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 User: jason.dwyer  
 Date: 05/03/2024 10:05:00 AM

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C6	59.81'	656.54'	005.22	N46°28'34"W	59.79'
C7	35.99'	42.00'	049.09	S68°24'50"E	34.90'

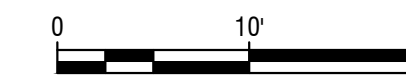
**Sheet Notes:**

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- I. EXISTING AND PROPOSED CONTOURS ARE AT A 1-F' INTERVAL.
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 LP - LOW POINT  
 MX - MATCH EXISTING ELEVATION  
 PCI - POINT OF CURVE INTERSECT  
 RIM - RIM OF STRUCTURE  
 TBC - TOP BACK OF CURB  
 TW - TOP OF WALL



**Plan and Profile Sta 15+80 - Sta 18+00**

Horizontal Scale: 1" = 10'



**Material Legend (This Sheet Only):**

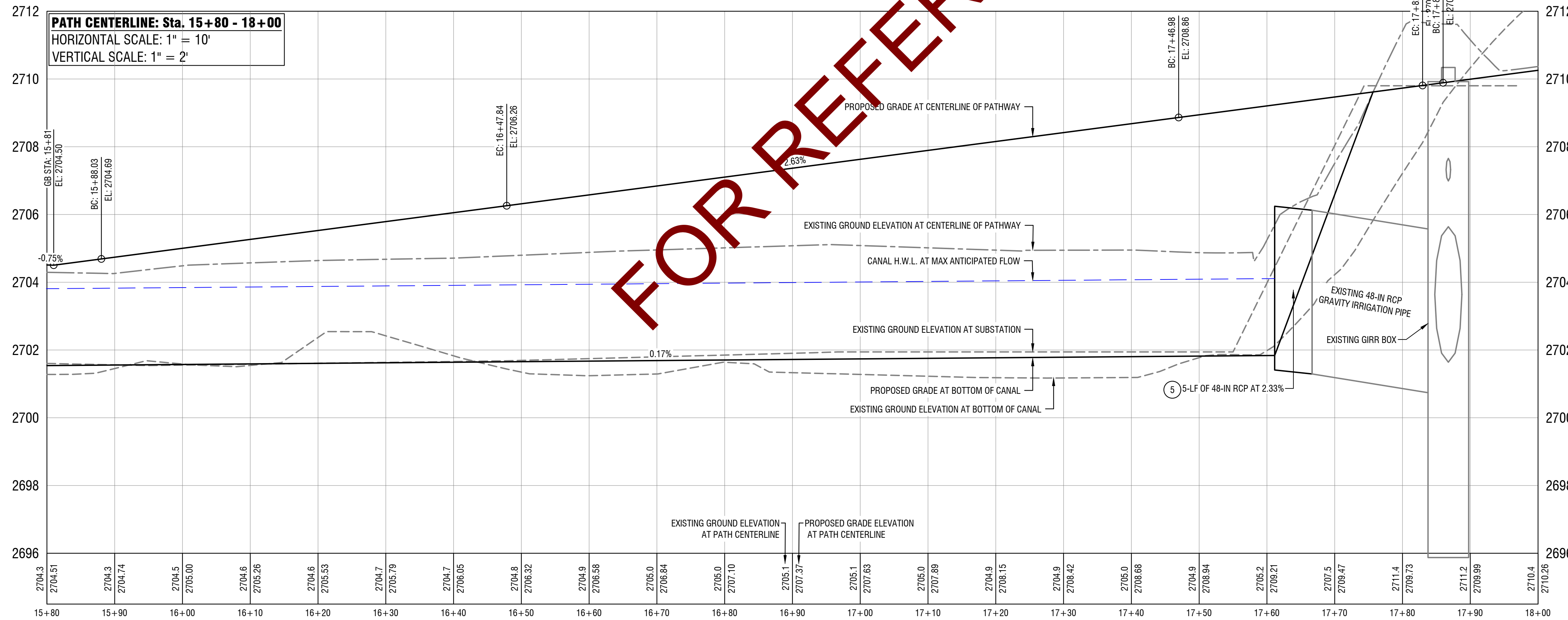
- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
- EXISTING BOISE CITY CANAL/ELLIS DITCH POST CONSTRUCTION EXTENTS
- LANDSCAPE REPAIR, MIN. 8"-DEPTH 4-8" COBBLE.
- REPAIR GRAVEL SURFACING TO MATCH EXISTING.

**Keynotes (This Sheet Only):**

1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
2. CONSTRUCT RETAINING WALL PER STRUCTURAL WITH RECESSED LIGHTING PER SITE ELECTRICAL. SEE TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
3. CONSTRUCT RETAINING WALL WITH REMOVABLE GUARDRAIL PER STRUCTURAL. SEE DETAIL 1/C2.51 AND TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
  - 3.1. INSTALL LADDERS DOWN TO CANAL BOTTOM AT 50-FT O.C. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION.
4. CONSTRUCT RETAINING WALL WITH GUARDRAIL PER STRUCTURAL AND RECESSED LIGHTING PER ELECTRICAL. SEE DETAIL 2/C2.51 AND TYPICAL SECTIONS ON SHEET C3.00 FOR MORE INFORMATION.
5. EXTEND EXISTING 48-IN RCP GRAVITY IRRIGATION PIPE APPROXIMATELY 5-FT INTO CANAL.
6. INSTALL 12-IN THICK (MIN.) 12-IN D50 RIP RAP 10-FT DOWNSTREAM OF PIPE AND 1-FT ABOVE WATER LINE AT SIDES.
7. INSTALL JUNCTION BOX PER SITE ELECTRICAL.

**Pavement Marking Legend:**

- REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
  - 4" DOUBLE YELLOW



Revisions

1.	

PROFESSIONAL ENGINEER  
REG. NO. 10961  
STATE OF IDAHO  
JASON DENYSMEYER  
05/03/2024

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 15+80 - Sta 18+00**

**C2.04**

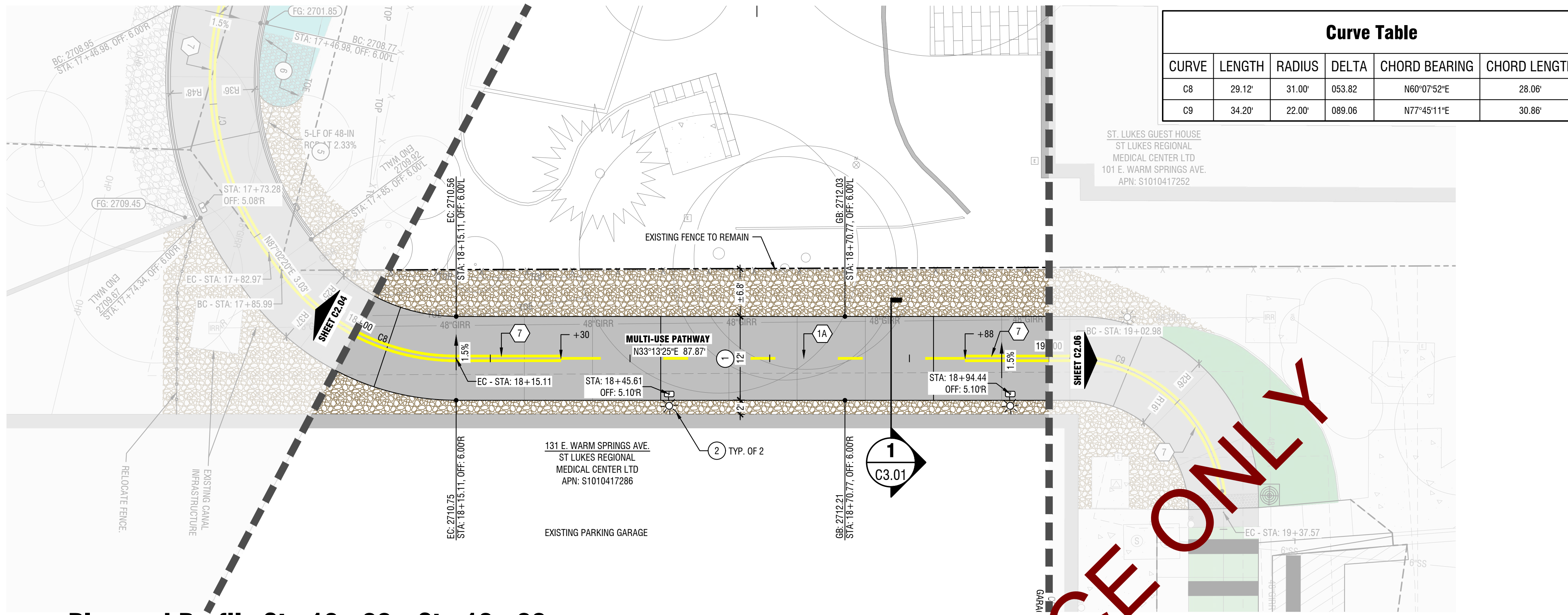
Revisions	
1.	



Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

Plan and Profile Sta 18+00 - Sta 19+00

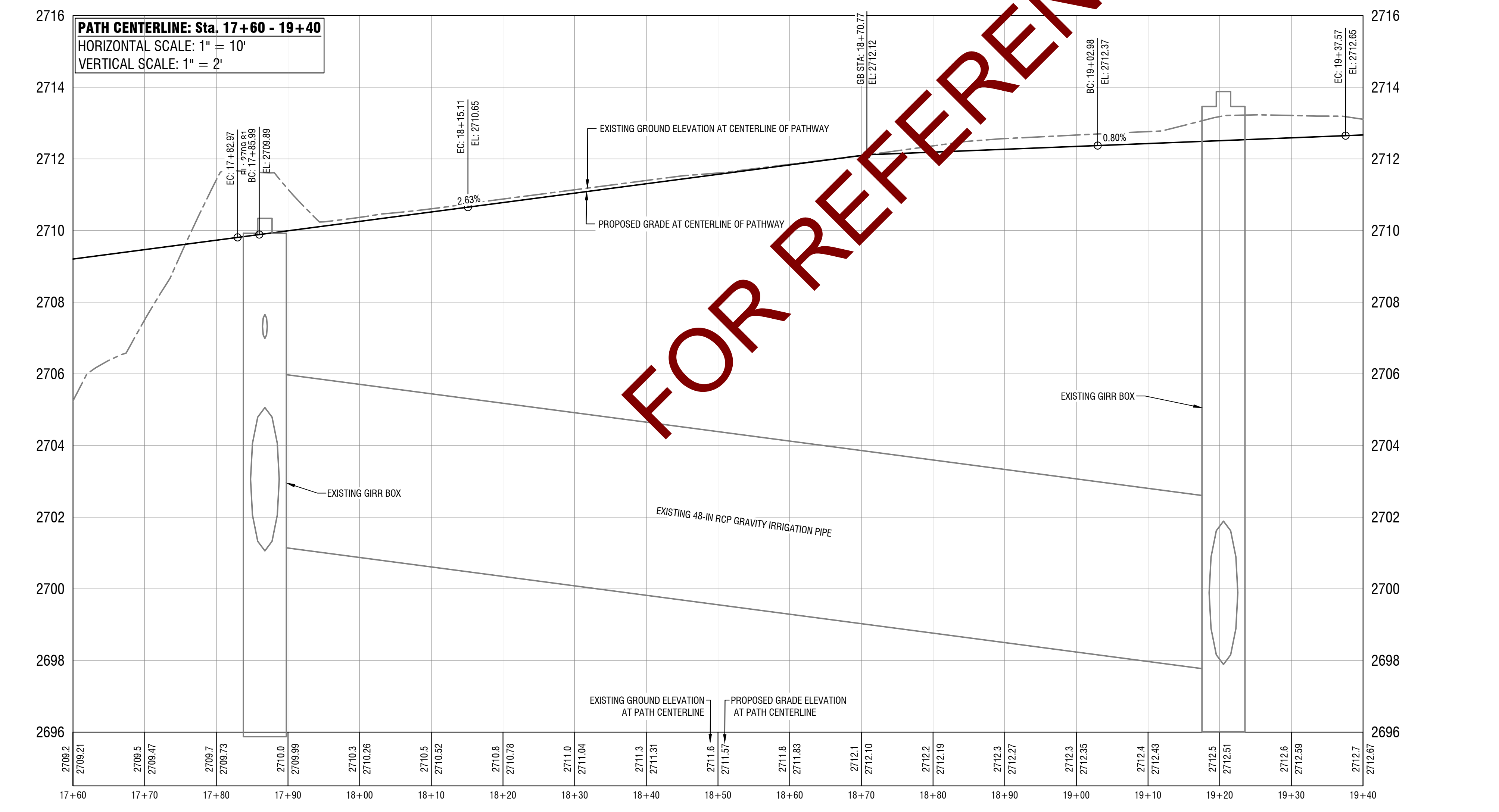
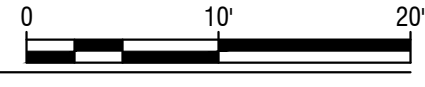
**C2.05**



CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	29.12'	31.00'	053.82	N60°07'52"E	28.06'
C9	34.20'	22.00'	089.06	N77°45'11"E	30.88'

**Plan and Profile Sta 18+00 - Sta 19+00**

Horizontal Scale: 1" = 10'



PATH CENTERLINE: Sta. 17+60 - 19+40  
 HORIZONTAL SCALE: 1" = 10'  
 VERTICAL SCALE: 1" = 2'

**Sheet Notes:**

- A. CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- C. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- E. PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- I. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
- J. SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:
  - ASP - TOP OF ASPHALT PAVEMENT
  - BC - BEGIN CURVE
  - EC - END CURVE
  - FG - FINISH GRADE
  - GB - GRADE BREAK
  - HP - HIGH POINT
  - LIP - LIP OF GUTTER
  - LP - LOW POINT
  - MX - MATCH EXISTING ELEVATION
  - PCI - POINT OF CURVE INTERSECT
  - RIM - RIM OF STRUCTURE
  - TBC - TOP BACK OF CURB
  - TW - TOP OF WALL

**Material Legend (This Sheet Only):**

PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.  
 LANDSCAPE REPAIR, MIN. 8"-DEPTH 4-8" COBBLE.

**Keynotes (This Sheet Only):**

1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
2. INSTALL PATHWAY LIGHTS WITH JUNCTION BOXES PER PER SITE ELECTRICAL PLAN.

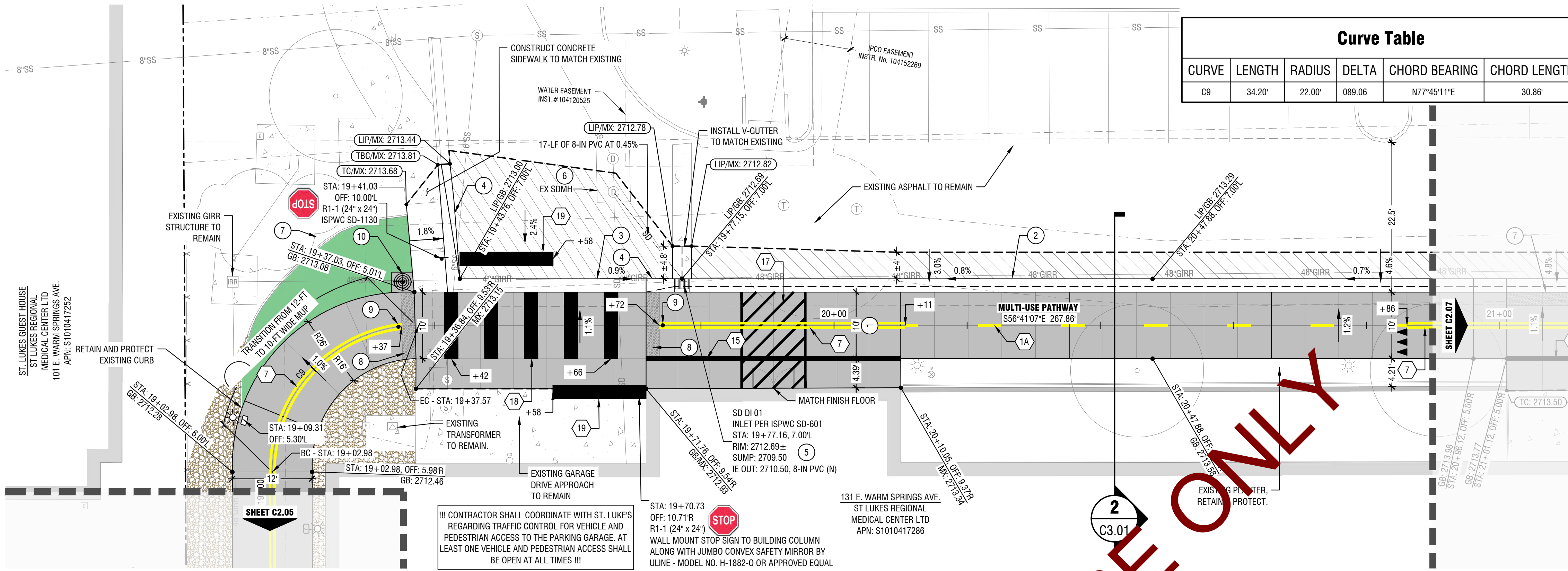
**Pavement Marking Legend:**

REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS

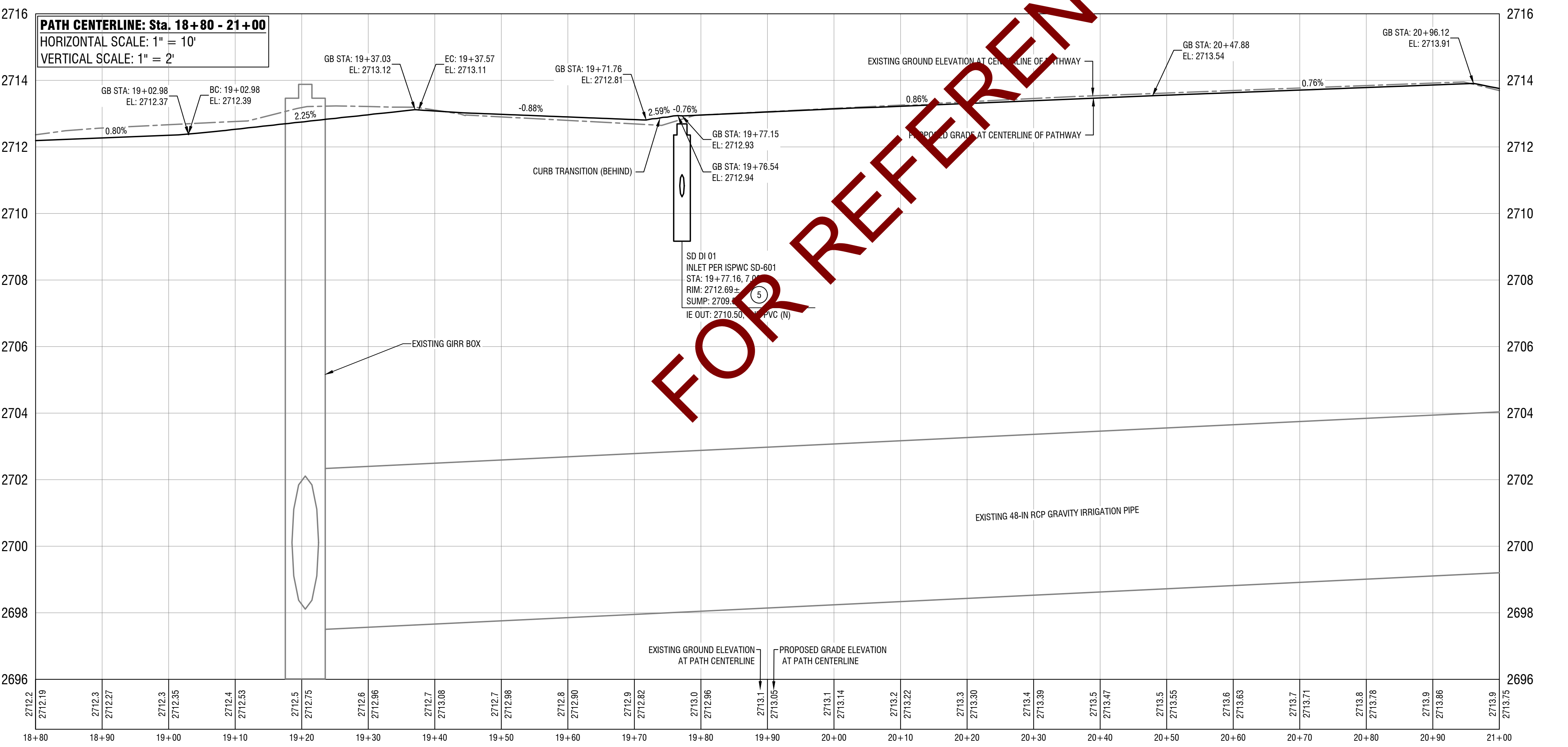
- 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
- 4" DOUBLE YELLOW

File Name: C:\2023\2112\24\122112\122112\051\051.dwg  
 Date: 05/03/2024 10:00:00 AM  
 User: jason.densmore





**Plan and Profile Sta 19+00 - Sta 20+90**  
Horizontal Scale: 1" = 10'



**Path Centerline: Sta. 18+80 - 21+00**  
Horizontal Scale: 1" = 10'  
Vertical Scale: 1" = 2'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C9	34.20'	22.00'	089.06	N77°45'11"E	30.86'

- Sheet Notes:**
- CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
  - CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
  - CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
  - CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
  - PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
  - TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
  - STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
  - LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12% SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
  - EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
  - SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:
    - ASP - TOP OF ASPHALT PAVEMENT
    - BC - BEGIN CURVE
    - EC - END CURVE
    - FG - FINISH GRADE
    - GB - GRADE BREAK
    - HP - HIGH POINT
    - LIP - LIP OF GUTTER
    - LP - LOW POINT
    - MX - MATCH EXISTING ELEVATION
    - PCI - POINT OF CURVE INTERSECT
    - RIM - RIM OF STRUCTURE
    - TBC - TOP BACK OF CURB
    - TW - TOP OF WALL

- Material Legend (This Sheet Only):**
- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
  - ASPHALT REPAIR TYPE "P" PER ISPPWC SD-303.
  - EXISTING CONCRETE TO REMAIN
  - LANDSCAPE REPAIR, MIN 8"-DEPTH 4-8" COBBLE.
  - TURF SOD REPAIR, SEE SHEET L1.00 FOR MORE INFORMATION.

- Keynotes (This Sheet Only):**
- CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
  - CONSTRUCT 3" ROLLED CURB AND CATCH PLATE GUTTER PER DETAIL 5/C2.50.
  - CONSTRUCT RIBBON CURB PER DETAIL 7/C2.50.
  - PROVIDE SMOOTH TRANSITION BETWEEN CURB TYPES.
  - INSTALL INLET CATCH BASIN PER ISPPWC SD-601.
  - INSTALL 8-IN STORM DRAIN PIPE AT CORED HOLE IN EXISTING STORM DRAIN MANHOLE. INSTALL KOR-N-SEAL BOOT AND PROVIDE WATERTIGHT CONNECTION. NOTIFY ENGINEER IMMEDIATELY IF EXISTING PIPE INVERT ELEVATION IS GREATER THAN 2710.43.
  - INSTALL PATHWAY LIGHTS WITH JUNCTION BOXES PER PER SITE ELECTRICAL PLAN.
  - INSTALL TRUNCATED DOMES PER ISPPWC SD-712.
  - INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
  - INSTALL STANDARD BOISE PARKS AND REC TRASH CAN ON CONCRETE PAD. COORDINATE WITH BOISE PARKS AND REC.

- Pavement Marking Legend:**  
REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
  - 4" DOUBLE YELLOW
  - 8" SOLID WHITE
  - 4" SOLID WHITE (24" O.C.)
  - 24" CROSSWALK
  - 24" STOP BAR
  - YIELD LINE



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 19+00 - Sta 20+90**

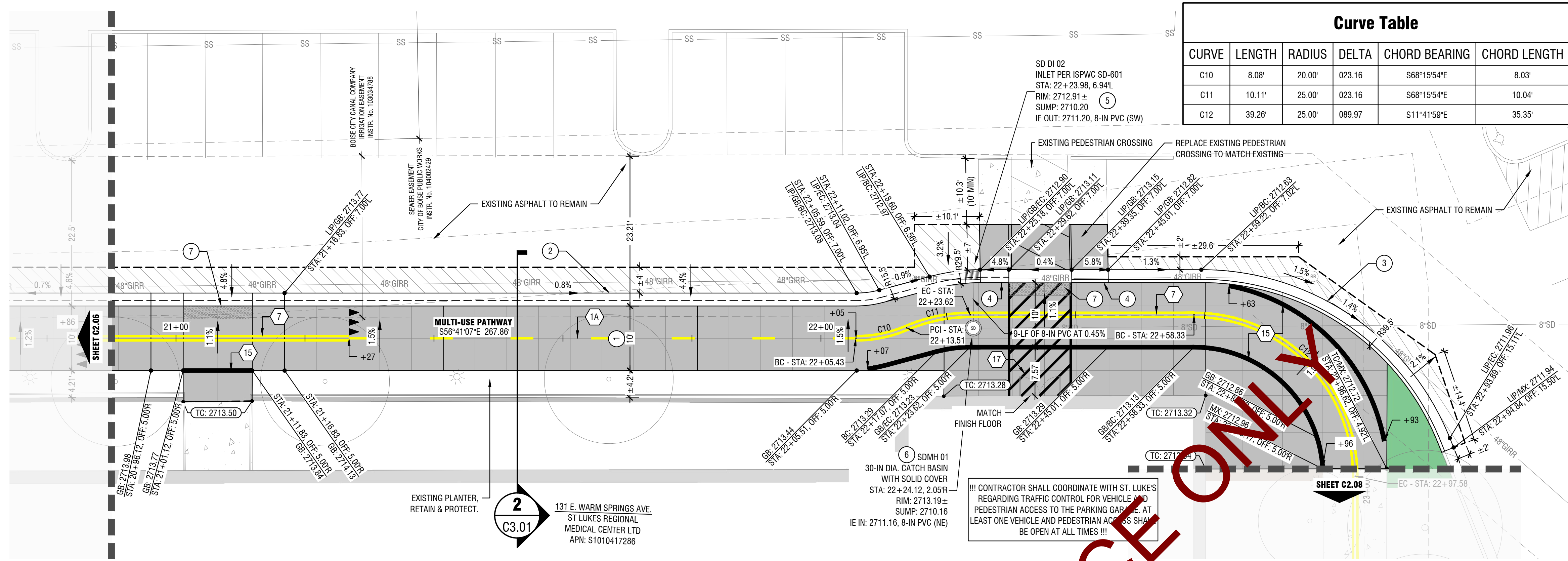
**C2.06**

FOR REFERENCE ONLY

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	8.08'	20.00'	023.16	S68°15'54"E	8.03'
C11	10.11'	25.00'	023.16	S68°15'54"E	10.04'
C12	39.26'	25.00'	089.97	S11°41'59"E	35.35'

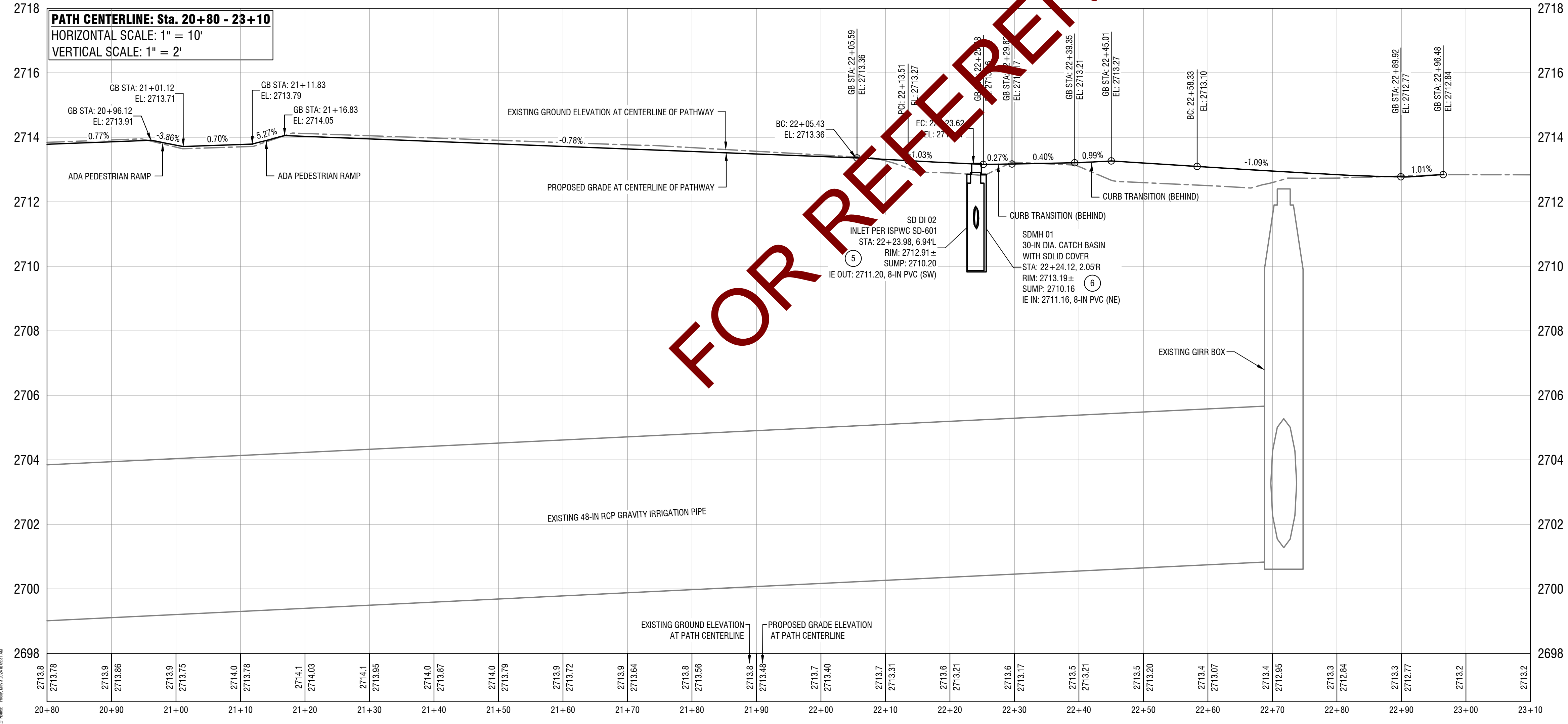
**Sheet Notes:**

- CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
- CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
- SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:  
 ASP - TOP OF ASPHALT PAVEMENT  
 BC - BEGIN CURVE  
 EC - END CURVE  
 FG - FINISH GRADE  
 GB - GRADE BREAK  
 HP - HIGH POINT  
 LIP - LIP OF GUTTER  
 LP - LOW POINT  
 MX - MATCH EXISTING ELEVATION  
 PCI - POINT OF CURVE INTERSECT  
 RIM - RIM OF STRUCTURE  
 TBC - TOP BACK OF CURB  
 TW - TOP OF WALL



**Plan and Profile Sta 20+90 - Sta 23+00**

Horizontal Scale: 1" = 10'



**Material Legend (This Sheet Only):**

- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
- EXISTING CONCRETE TO REMAIN
- ASPHALT REPAIR TYPE "P" PER ISPWC SD-303
- TURF SOD REPAIR, SEE SHEET L1.00 FOR MORE INFORMATION.

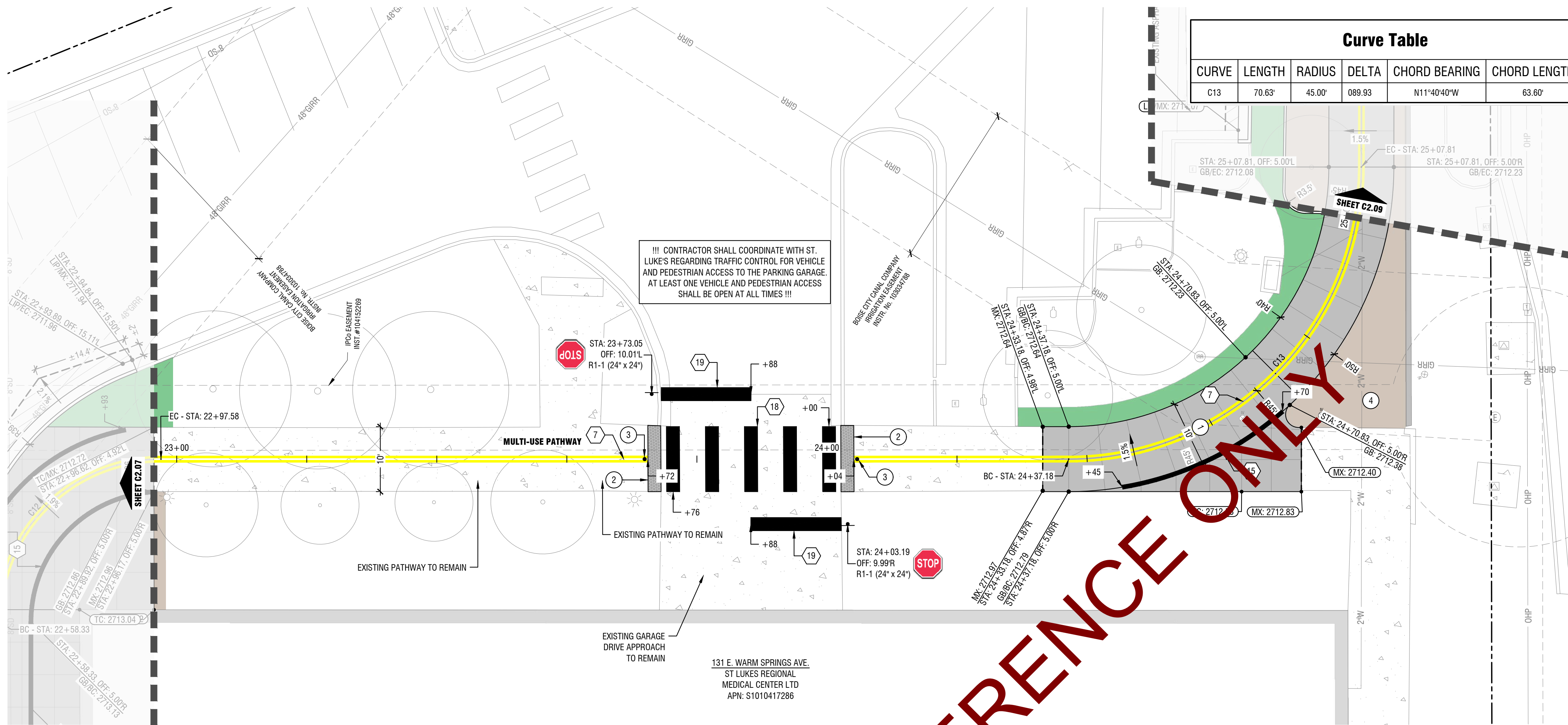
**Keynotes (This Sheet Only):**

- CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
- CONSTRUCT 3" ROLLED CURB AND CATCH PLATE GUTTER PER DETAIL 5/C2.50.
- CONSTRUCT 6" CURB AND CATCH PLATE GUTTER PER DETAIL 3/C2.50.
- PROVIDE SMOOTH TRANSITION BETWEEN CURB TYPES.
- INSTALL INLET CATCH BASIN PER ISPWC SD-601.
- INSTALL ROUND 30-INCH CATCH BASIN (OLDCASTLE CB140 OR APPROVED EQUAL) PER DETAIL 10/C250 WITH A SOLID LID. INTERCEPT EXISTING 8-IN STORM DRAIN PIPE TO THE EAST. NOTIFY ENGINEER IMMEDIATELY IF EXISTING PIPE INVERT IS GREATER THAN 2711.16.
- INSTALL TRUNCATED DOMES PER ISPWC SD-712.

**Pavement Marking Legend:**

- REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
  - 4" DOUBLE YELLOW
  - 8" SOLID WHITE
  - 4" SOLID WHITE (24" O.C.)
  - YIELD LINE

FOR REFERENCE ONLY



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C13	70.63'	45.00'	089.93	N11°40'40"W	63.60'

**Sheet Notes:**

- A. CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- C. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- E. PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- I. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
- J. SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:  
 ASP - TOP OF ASPHALT PAVEMENT  
 BC - BEGIN CURVE  
 EC - END CURVE  
 FG - FINISH GRADE  
 GB - GRADE BREAK  
 HP - HIGH POINT  
 LIP - LIP OF GUTTER  
 LP - LOW POINT  
 MX - MATCH EXISTING ELEVATION  
 PCI - POINT OF CURVE INTERSECT  
 RIM - RIM OF STRUCTURE  
 TBC - TOP BACK OF CURB  
 TW - TOP OF WALL

**Material Legend (This Sheet Only):**

	PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.		ASPHALT REPAIR TYPE "P" PER ISPCW SD-303.
	LANDSCAPE PLANTER, SEE L1.00 FOR PLANTING PLAN.		TURF SOD REPAIR, SEE SHEET L1.00 FOR MORE INFORMATION.
	EXISTING CONCRETE TO REMAIN		

**Keynotes (This Sheet Only):**

1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
2. REPLACE CONCRETE FLATWORK AND INSTALL TRUNCATED DOMES PER ISPCW SD-712.
3. INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
4. LANDSCAPE PLANTER, SEE L1.00 FOR PLANTING PLAN.

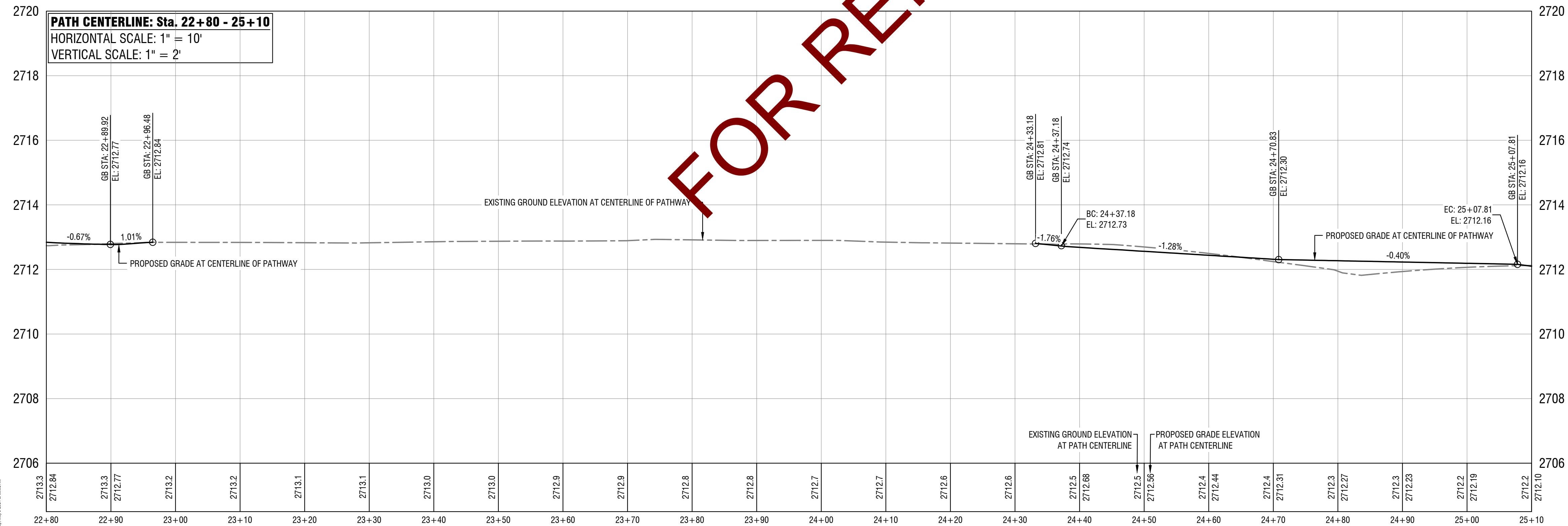
**Pavement Marking Legend:**

REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS

	4" DOUBLE YELLOW
	8" SOLID WHITE
	24" CROSSWALK
	24" STOP BAR

**Plan and Profile Sta 23+00 - Sta 25+00**

Horizontal Scale: 1" = 10'



FOR REFERENCE ONLY

Revisions
1.



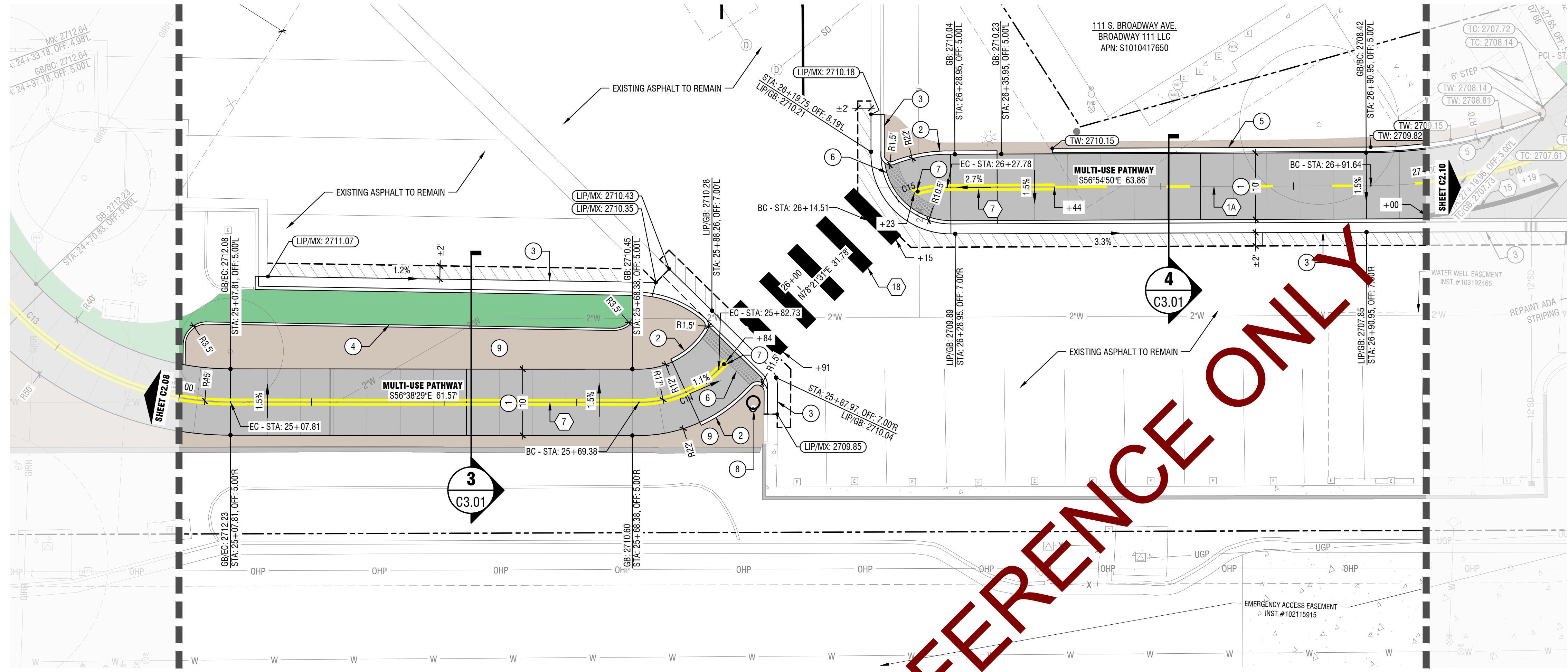
Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 23+00 - Sta 25+00**

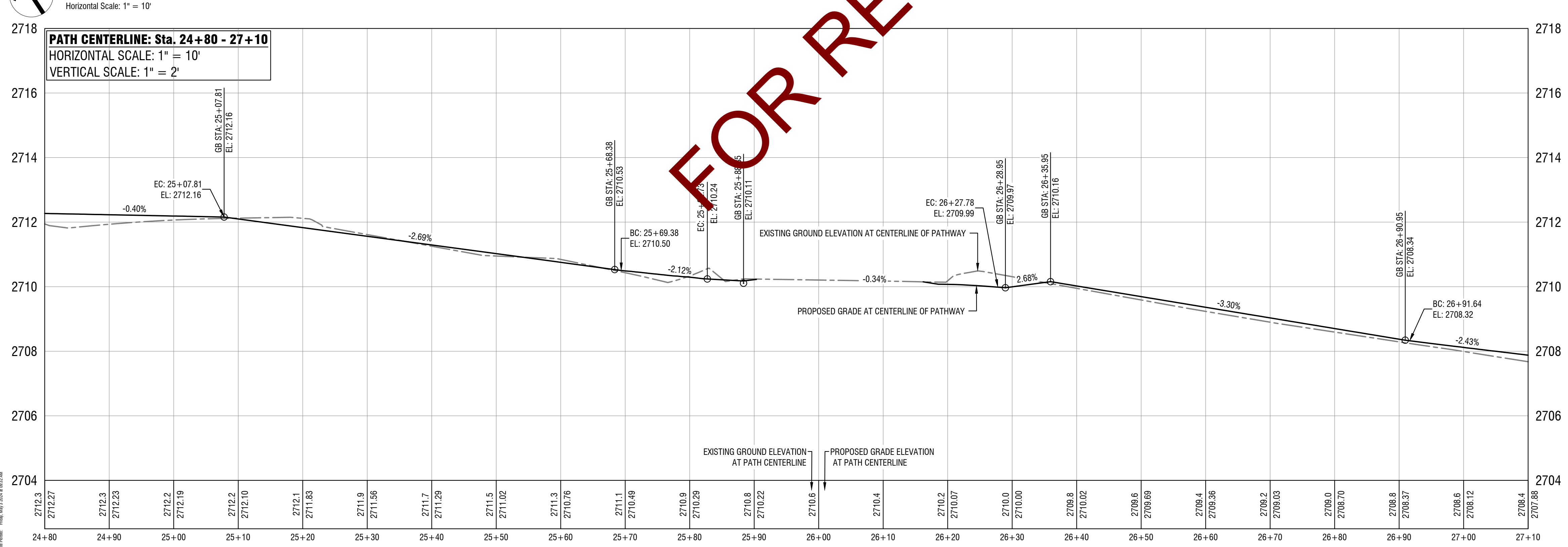
**C2.08**

P:\122112\122112.dwg (2024/05/03 10:58:48 AM) User: jason.densmore

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C14	13.35'	17.00'	045.00	N79°08'29"W	13.01'
C15	13.27'	17.00'	044.73	S79°16'39"E	12.94'



**Plan and Profile Sta 25+00 - Sta 27+00**



- Sheet Notes:**
- CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
  - CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
  - CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
  - CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
  - PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
  - TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
  - STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
  - LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
  - EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
  - SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:  
 ASP - TOP OF ASPHALT PAVEMENT  
 BC - BEGIN CURVE  
 EC - END CURVE  
 FG - FINISH GRADE  
 GB - GRADE BREAK  
 HP - HIGH POINT  
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 LP - LOW POINT  
 MX - MATCH EXISTING ELEVATION  
 PCI - POINT OF CURVE INTERSECT  
 RIM - RIM OF STRUCTURE  
 TBC - TOP BACK OF CURB  
 TW - TOP OF WALL

- Material Legend (This Sheet Only):**
- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
  - LANDSCAPE PLANTER. SEE SHEET L1.00 FOR PLANTING PLAN.
  - EXISTING CONCRETE TO REMAIN
  - ASPHALT REPAIR TYPE "P" PER ISPPC SD-303.
  - TURF SOD REPAIR. SEE SHEET L1.00 FOR MORE INFORMATION.

- Keynotes (This Sheet Only):**
- CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
  - CONSTRUCT 6" VERTICAL CURB (NO GUTTER) PER DETAIL 6/C2.50.
  - CONSTRUCT 6" CURB AND CATCH PLATE GUTTER PER DETAIL 3/C2.50.
  - CONSTRUCT MOW CURB PER DETAIL 4/C2.50.
  - CONSTRUCT RETAINING WALL TO MATCH EXISTING. RE-USE EXISTING STONES SALVAGED FROM DEMOLITION.
  - INSTALL TRUNCATED DOMES PER ISPPC SD-712.
  - INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
  - INSTALL RELOCATED LIGHT POLE. SEE DEMOLITION PLAN AND SITE ELECTRICAL PLAN FOR MORE INFORMATION.
  - LANDSCAPE PLANTER. SEE SHEET L1.00 FOR PLANTING PLAN.

- Pavement Marking Legend:**
- REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS
- 1A 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
  - 7 4" DOUBLE YELLOW
  - 18 24" CROSSWALK

Revisions

1.	



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Plan and Profile Sta 25+00 - Sta 27+00**

**C2.09**

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C16	39.19'	75.00'	029.94	N71°53'01"W	38.75'
C17	17.07'	65.00'	015.05	N79°19'44"W	17.02'
C18	15.34'	55.00'	015.98	S79°47'40"E	15.29'

**Pavement Marking Legend:**

- REFER TO ACHD STANDARD TRAFFIC DETAILS TS-1112 AND TS-1113 FOR STRIPING DETAILS
- 1A 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)
  - 7 4" DOUBLE YELLOW
  - 15 8" SOLID WHITE
  - 18 24" CROSSWALK

**Sheet Notes:**

- A. CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- C. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH THE WORK.
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- E. PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- I. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
- J. SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:
  - ASP - TOP OF ASPHALT PAVEMENT
  - BC - BEGIN CURVE
  - EC - END CURVE
  - FG - FINISH GRADE
  - GB - GRADE BREAK
  - HP - HIGH POINT
  - LIP - LIP OF GUTTER
  - LP - LOW POINT
  - MX - MATCH EXISTING ELEVATION
  - PCI - POINT OF CURVE INTERSECT
  - RIM - RIM OF STRUCTURE
  - TBC - TOP BACK OF CURB
  - TW - TOP OF WALL

**Material Legend (This Sheet Only):**

- PROPOSED CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.
- EXISTING CONCRETE TO REMAIN
- LANDSCAPE REPAIR, MIN. 3"-DEPTH BARK MULCH.
- TURF SOD REPAIR, SEE SHEET L1.00 FOR MORE INFORMATION.
- ASPHALT REPAIR TYPE "P" PER ISPPWC SD-303.
- PAVEMENT MATCHES WITHIN ACHD R/W ON MINOR ARTERIALS (BROADWAY AVE) SHALL USE 5-IN OF SP-2, 0.5" (1/2") MIX, PG 64-28, 4-IN OF 3/4" MINUS CRUSHED AGGREGATE, 25-IN OF 6" MINUS PIT RUN, OR MATCH THE EXISTING STREET SECTION, WHICHEVER IS GREATER

**Keynotes (This Sheet Only):**

1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN FOR WIDTH.
2. CONSTRUCT 4-FT WIDE VALLEY GUTTER PER ISPPWC SD-708.
3. CONSTRUCT 6" CURB AND CATCH PLATE GUTTER PER DETAIL 3/C2.50.
4. TRANSITION TO FLUSH CURB AT CROSSING.
5. CONSTRUCT RETAINING WALL TO MATCH EXISTING. RE-USE EXISTING STONES SALVAGED FROM DEMOLITION.
6. CONSTRUCT ADA PEDESTRIAN RAMP PER ISPPWC SD-712A.
7. INSTALL TRUNCATED DOMES PER ISPPWC SD-712.
8. INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
9. INSTALL RELOCATED PEDESTRIAN PUSH BUTTON ON EXISTING TRAFFIC SIGNAL POST. SEE DEMOLITION PLAN AND SITE ELECTRICAL PLAN FOR MORE INFORMATION. COORDINATE WITH ACHD.
10. INSTALL STANDARD BOISE PARKS AND REC TRASH CAN ON CONCRETE PAD. COORDINATE WITH BOISE PARKS AND REC.

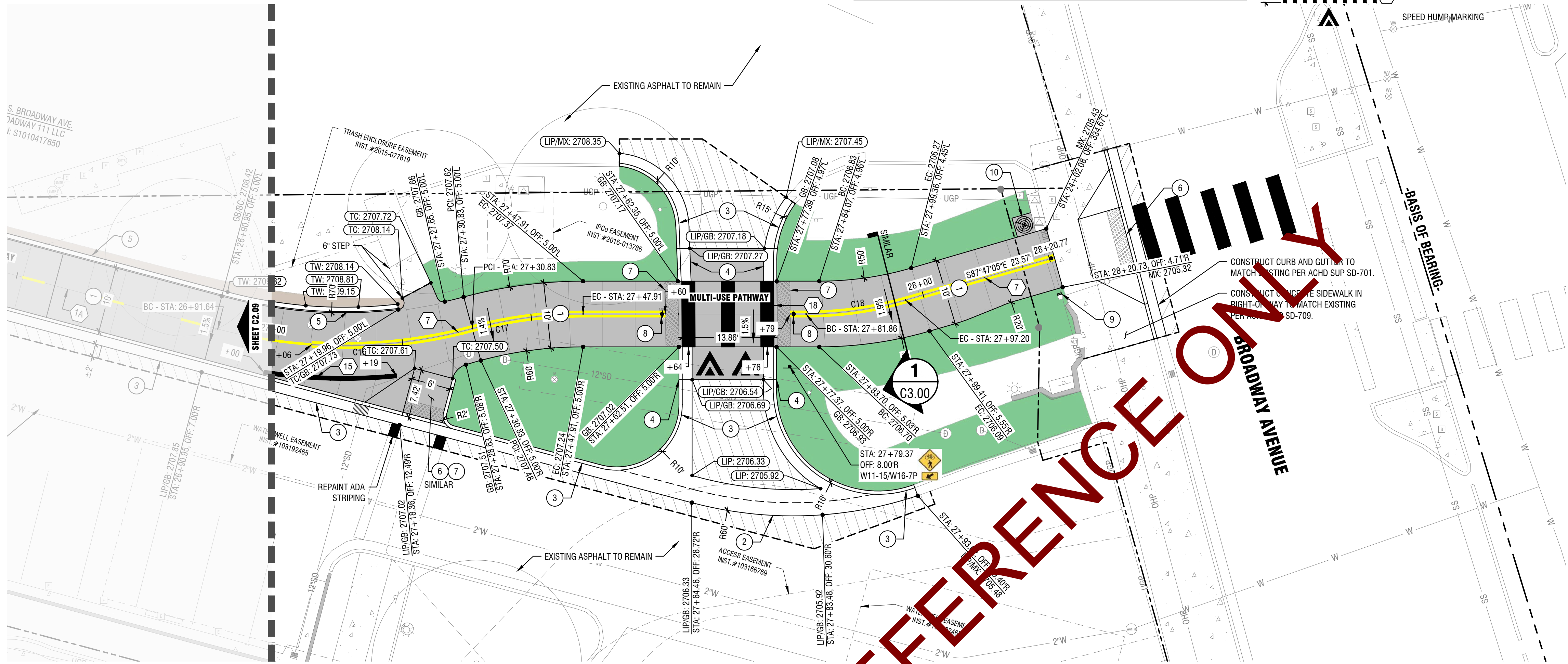
Revisions
1.



Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

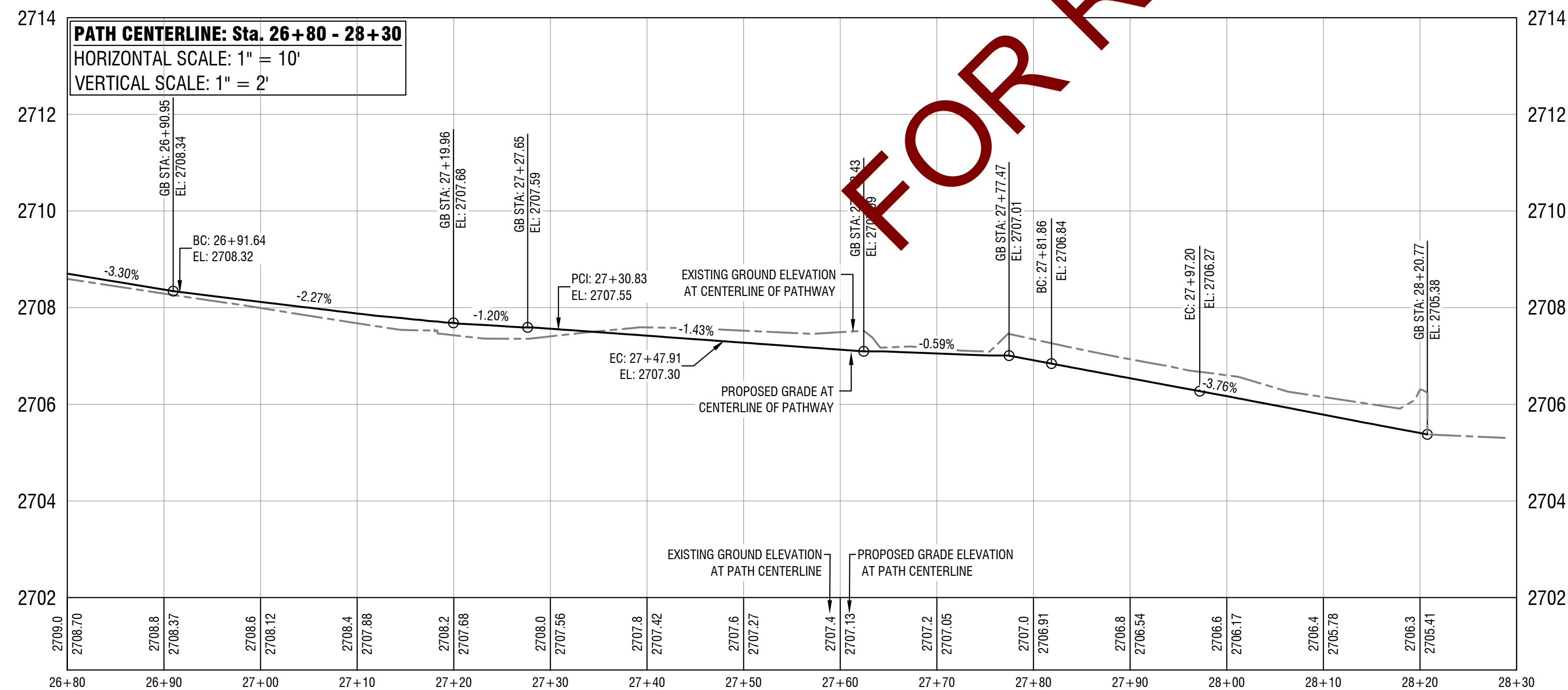
**Plan and Profile Sta 27+00 - Sta 28+40**

**C2.10**

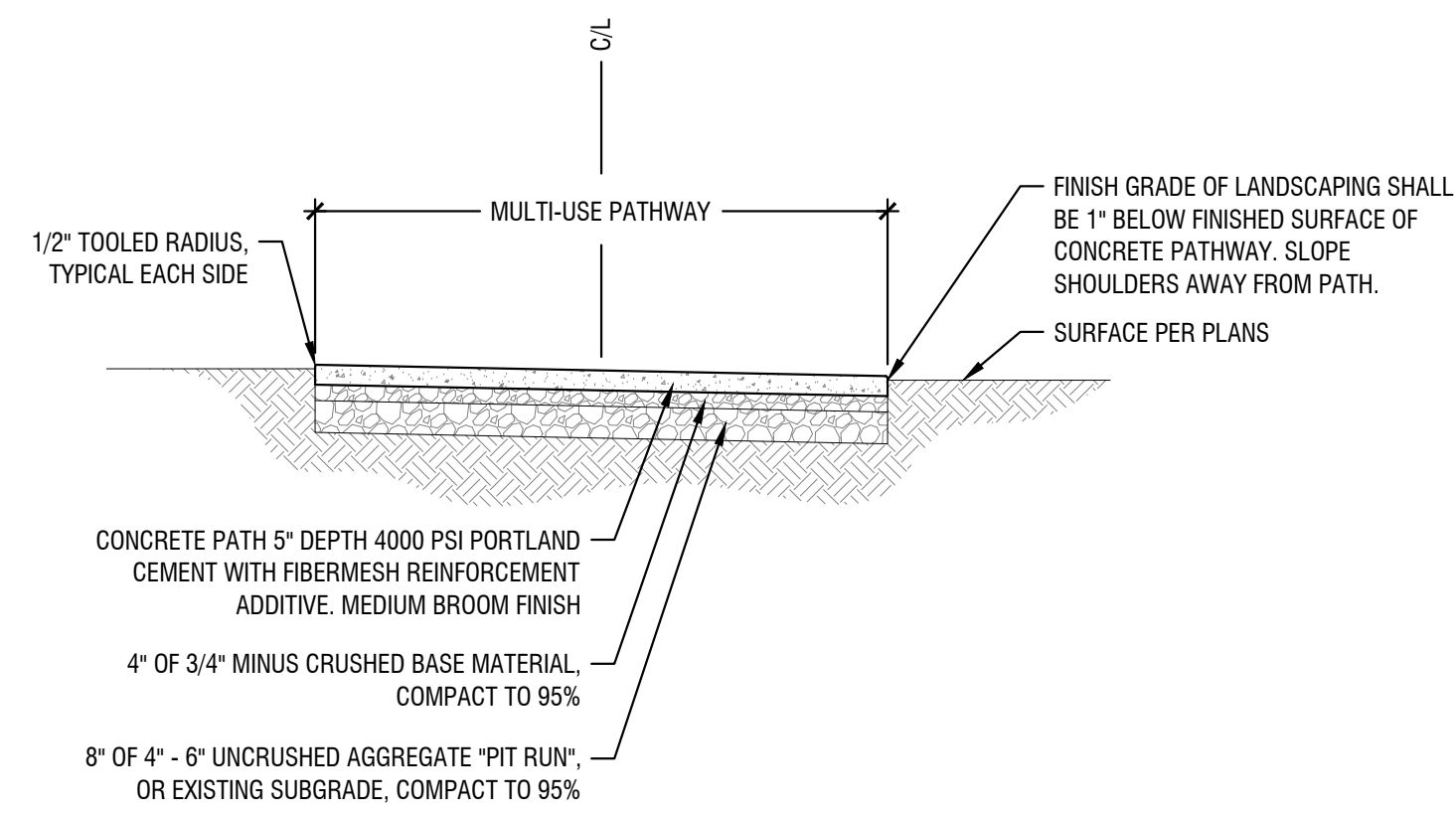


**Plan and Profile Sta 27+00 - Sta 28+40**

Horizontal Scale: 1" = 10'

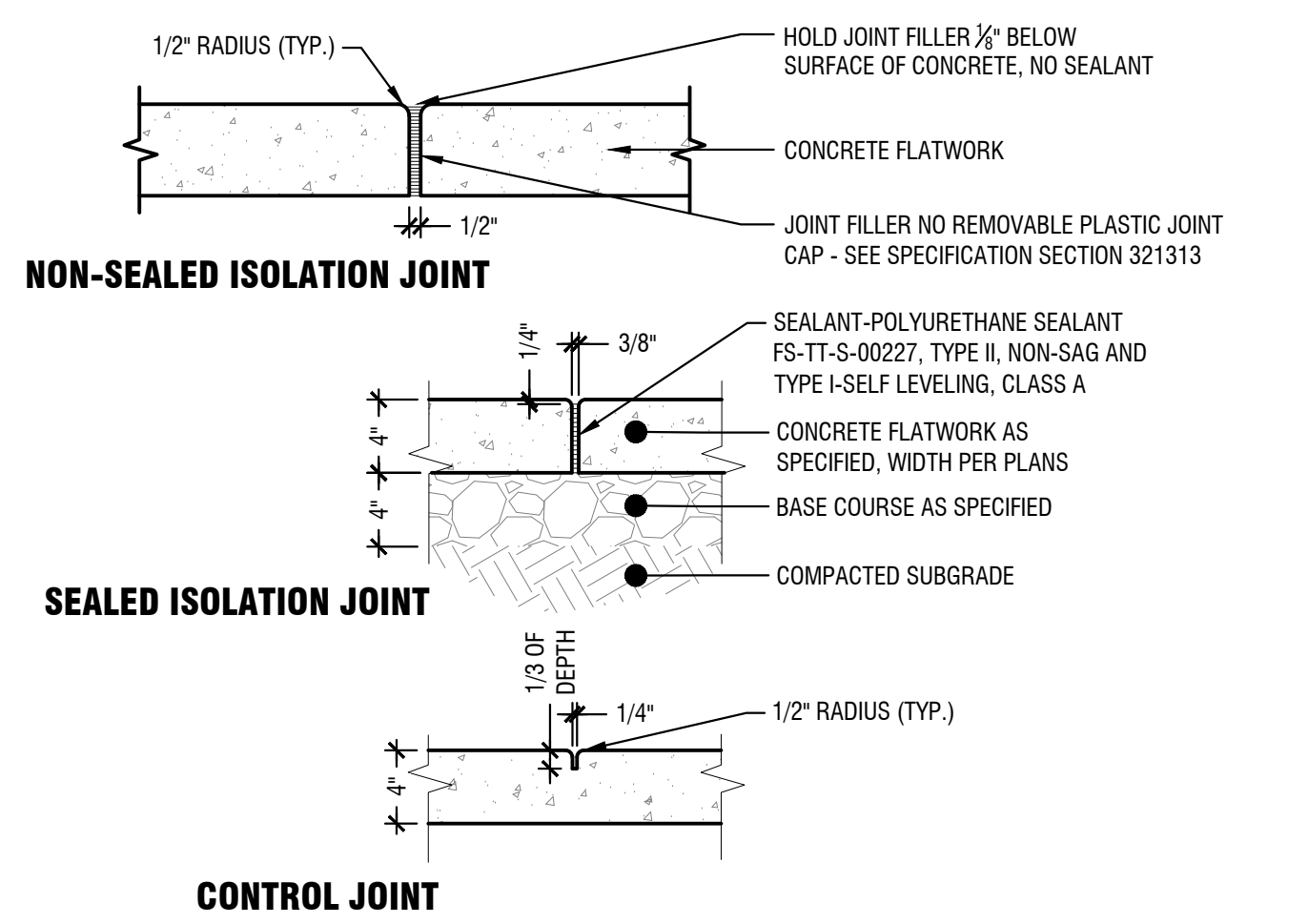


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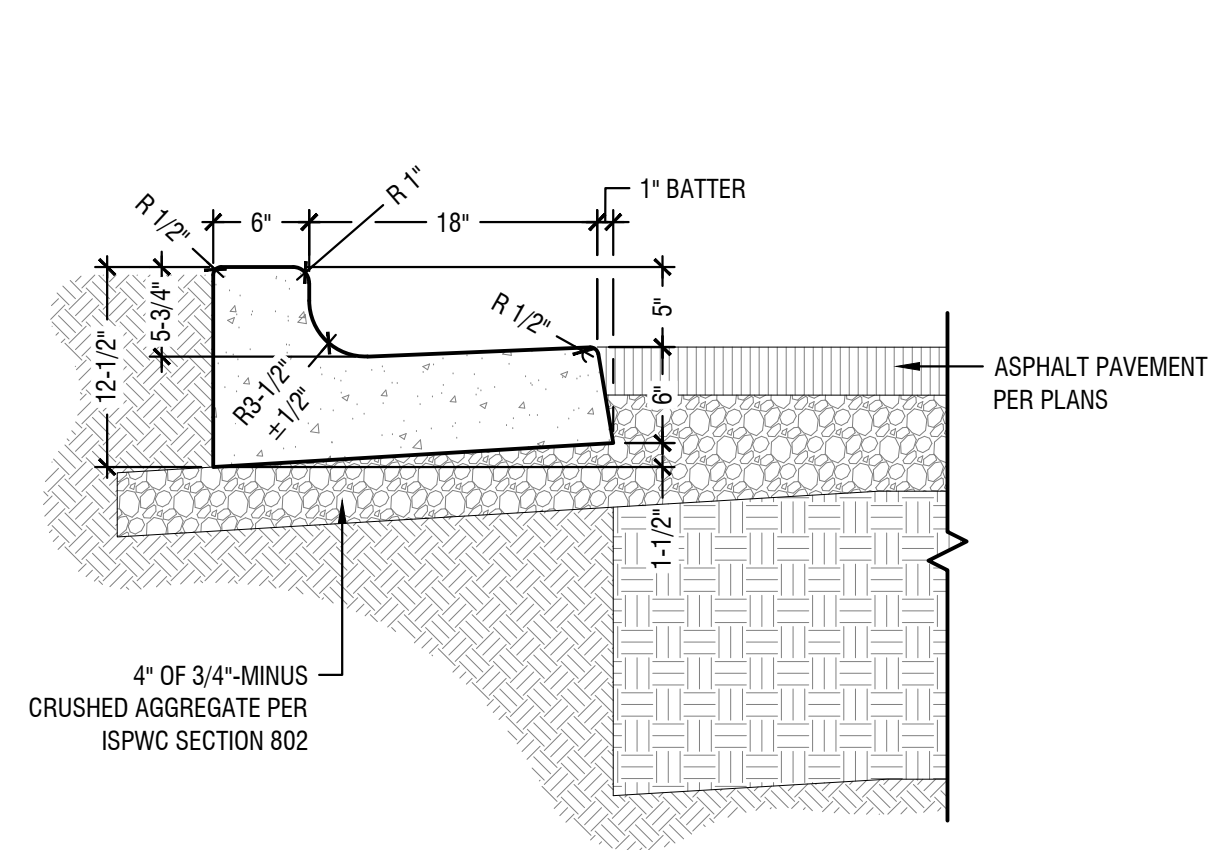
- NOTES:**
1. ROOT CUT BOTH SIDES OF PATH A MINIMUM OF 24" DEPTH PRIOR TO CONSTRUCTION. REMOVE ROOTS THAT CROSS PATH.
  2. MONOBAR-CHLORATE AND TRIFLURALIN APPLIED TO BASE MATERIAL PER MANUFACTURER'S RECOMMENDATIONS.
  3. CONTROL JOINTS SHALL BE 10' O.C., SAW-CUT.
  4. EXPANSION JOINTS SHALL BE A KEYLOCK JOINT 40' O.C.
  5. 1-1/2% CROSS SLOPE TYP., NOT TO EXCEED 2%. RUNNING SLOPE NOT TO EXCEED 5%.

**1 Multi-Use Pathway Typical Section**  
Scale: NTS



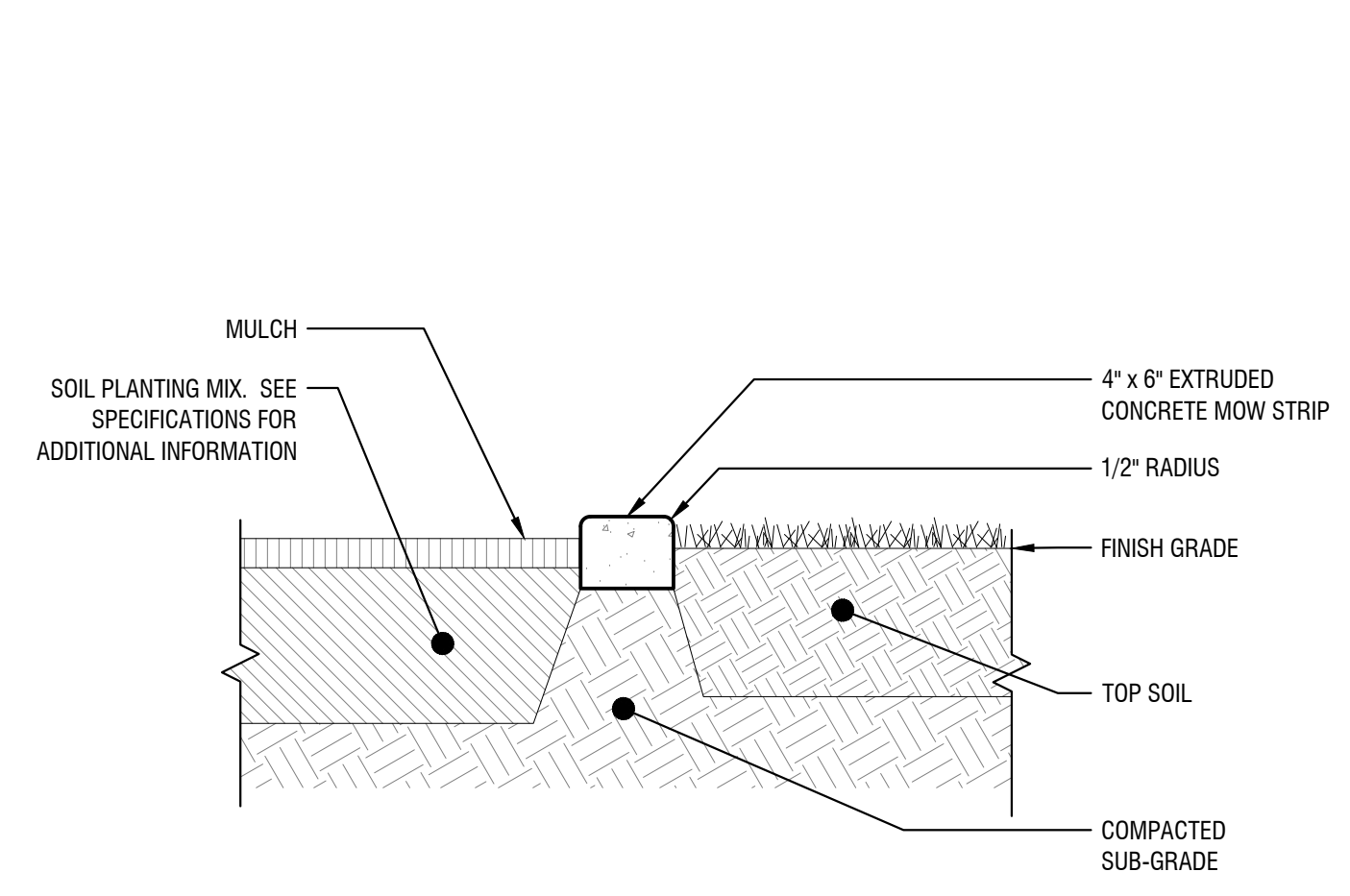
- NOTES:**
1. SEE LAYOUT PLANS FOR JOINT PATTERN AND LOCATION.
  2. USE ISOLATION JOINTS AT ALL LOCATIONS WHERE DIFFERENTIAL MOVEMENT BETWEEN THE PAVEMENT AND A STRUCTURE MAY OCCUR.
  3. PROVIDE ISOLATION JOINTS AT ALL ELECTRICAL FIXTURE BASES AND UTILITY STRUCTURES UNLESS NOTED OTHERWISE.

**2 Concrete Joints**  
Scale: NTS

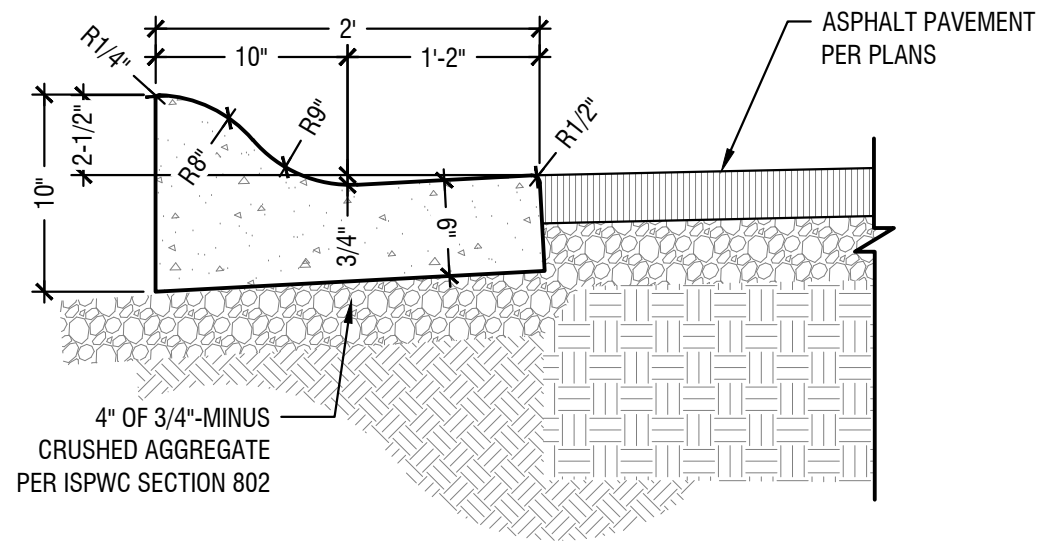


- NOTES:**
1. CONTRACTION JOINTS AT 10' INTERVALS MAXIMUM (OR CONSISTENT WITH 2X SIDEWALK WIDTH FOR CONTRACTION JOINTS).

**3 6" Curb and Catch Plate Gutter**  
Scale: 1" = 1'

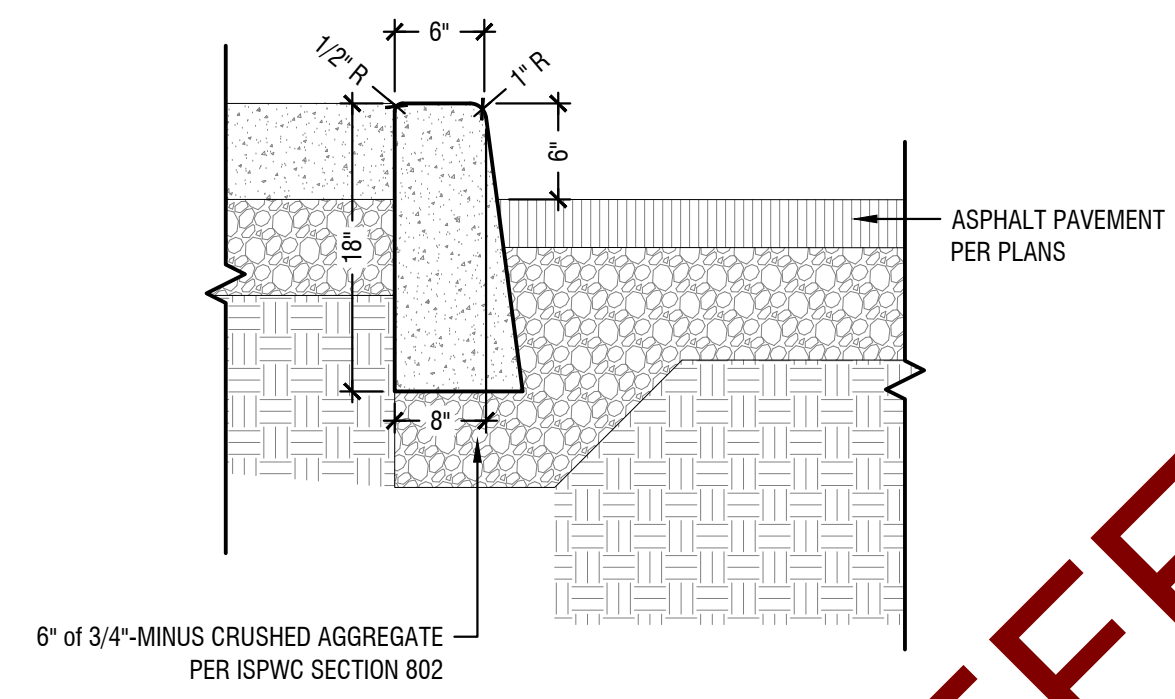


**4 Mow Curb**  
Scale: NTS



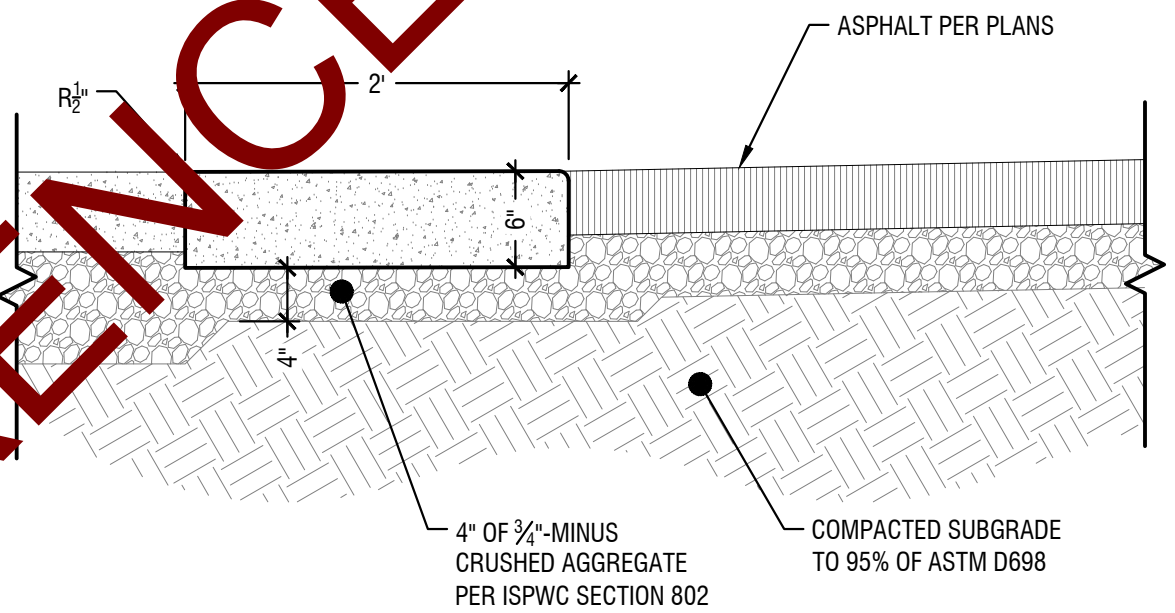
- NOTES:**
1. CONTRACTION JOINTS AT 10' INTERVALS (OR CONSISTENT WITH 2X SIDEWALK WIDTH FOR CONTRACTION JOINTS).

**5 3" Rolled Curb and Catch Plate Gutter**  
Scale: 1" = 1'

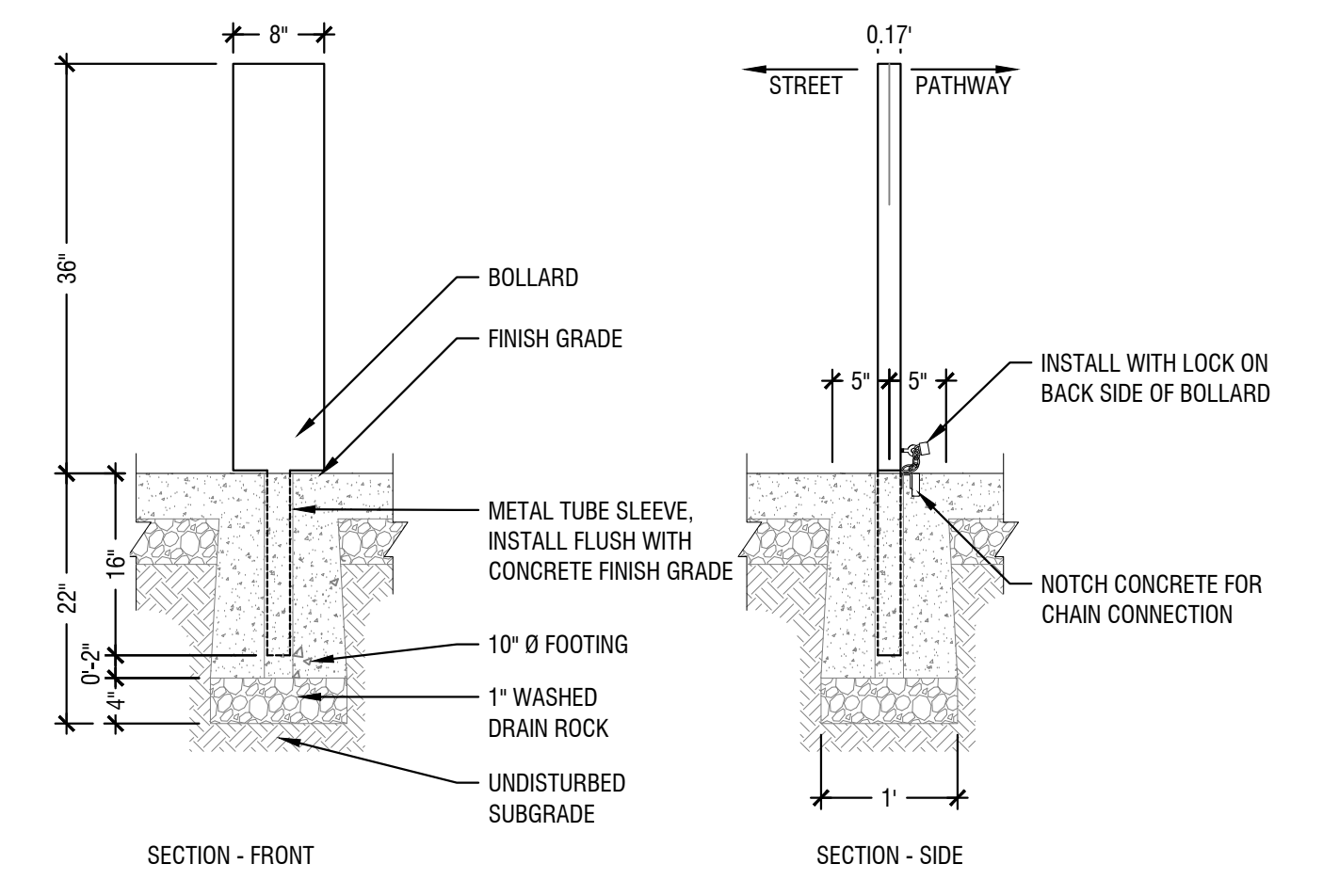


- NOTES:**
1. CONTROL JOINTS AT 10' INTERVALS MAXIMUM (OR CONSISTENT WITH 2X SIDEWALK WIDTH FOR CONTRACTION JOINTS).

**6 6" Vertical Curb (No Gutter)**  
Scale: 1" = 1'

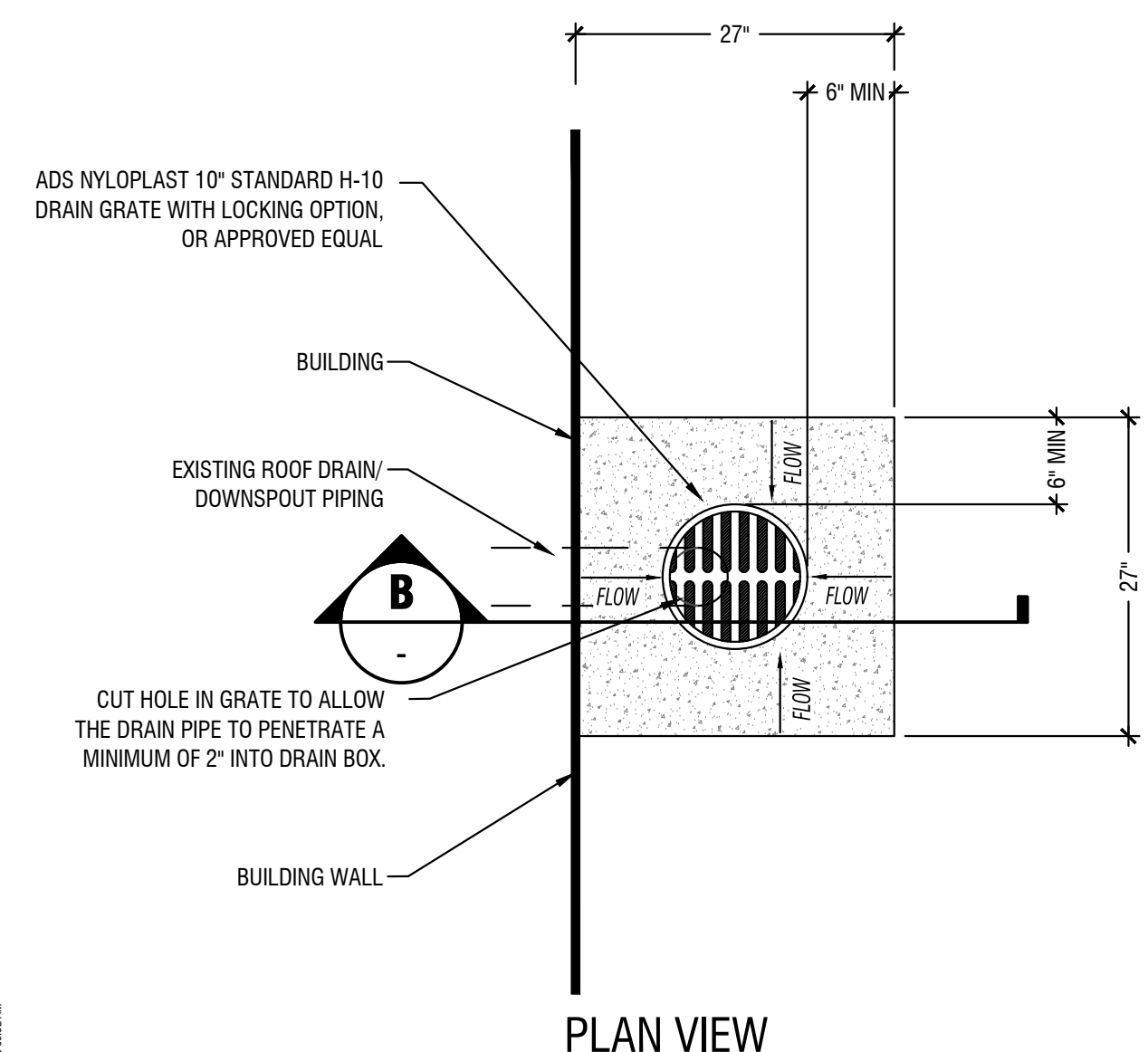


**7 Ribbon Curb**  
Scale: NTS

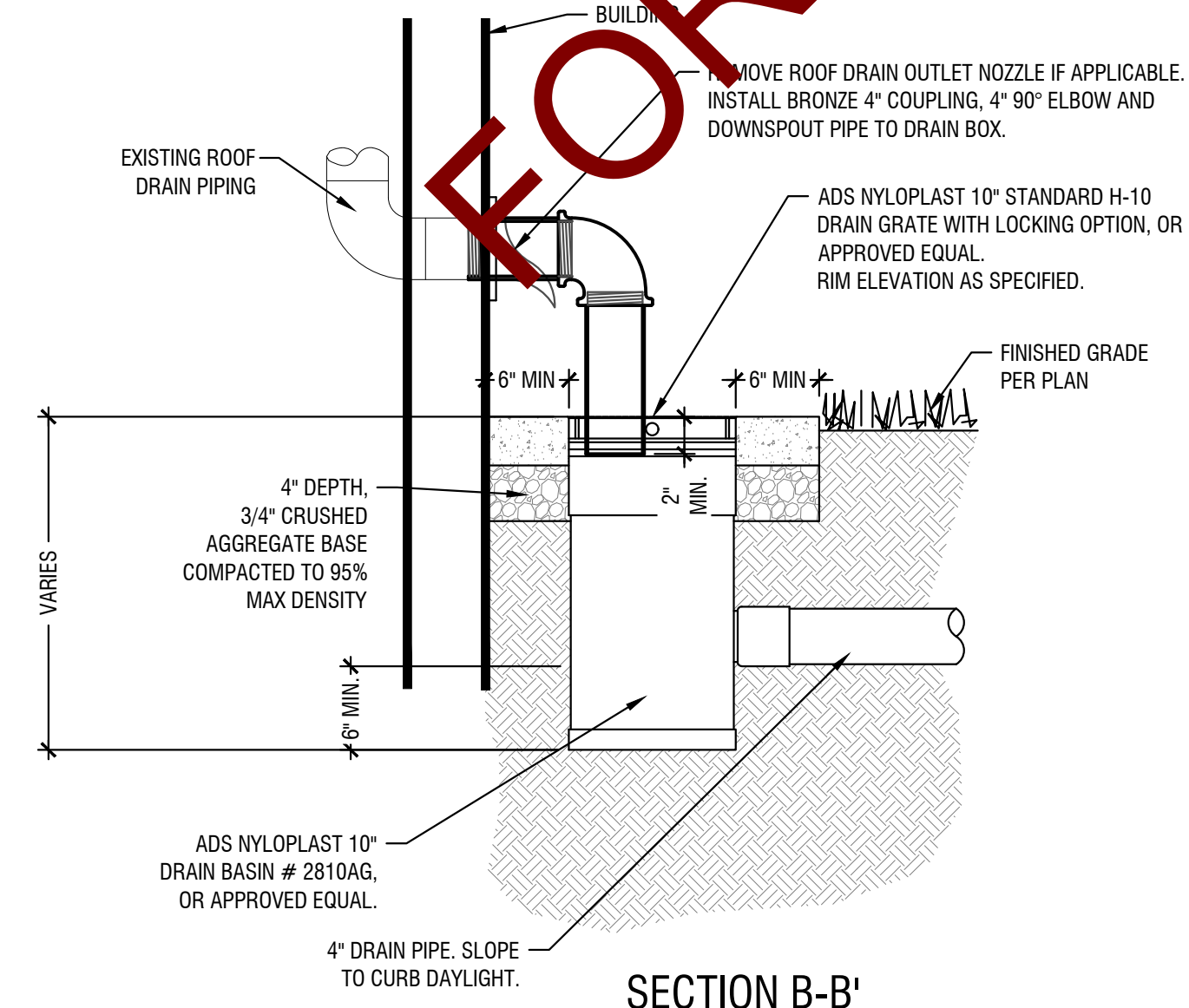


- NOTES:**
1. ALL CONCRETE TO BE 4,000 PSI. SLOPE GRADE SLIGHTLY AWAY FROM BASE OF BOLLARD.
  2. FURNISH AND INSTALL BOISE PARKS AND RECREATION STANDARD METAL BOLLARD MANUFACTURED BY KUNA MACHINE SHOP (208) 922-4546, OR APPROVED EQUAL. COLOR TO BE BLACK POWDER COAT.

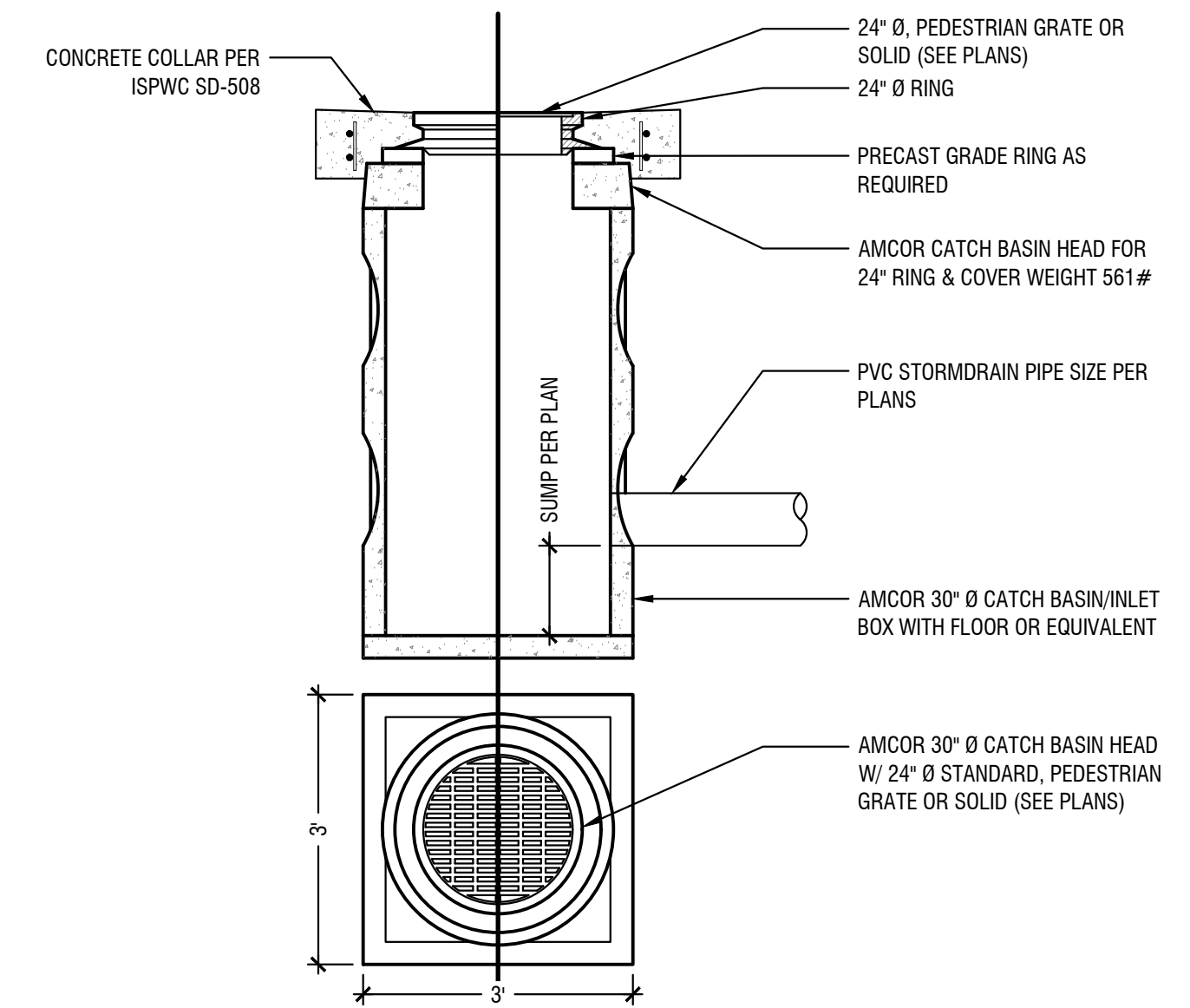
**8 Boise Parks and Rec Bollard**  
Scale: NTS



**9 Roof Drain Connection Basin**  
Scale: NTS



**10 30-IN Storm Drain Catch Basin**  
Scale: NTS



FOR REFERENCE ONLY

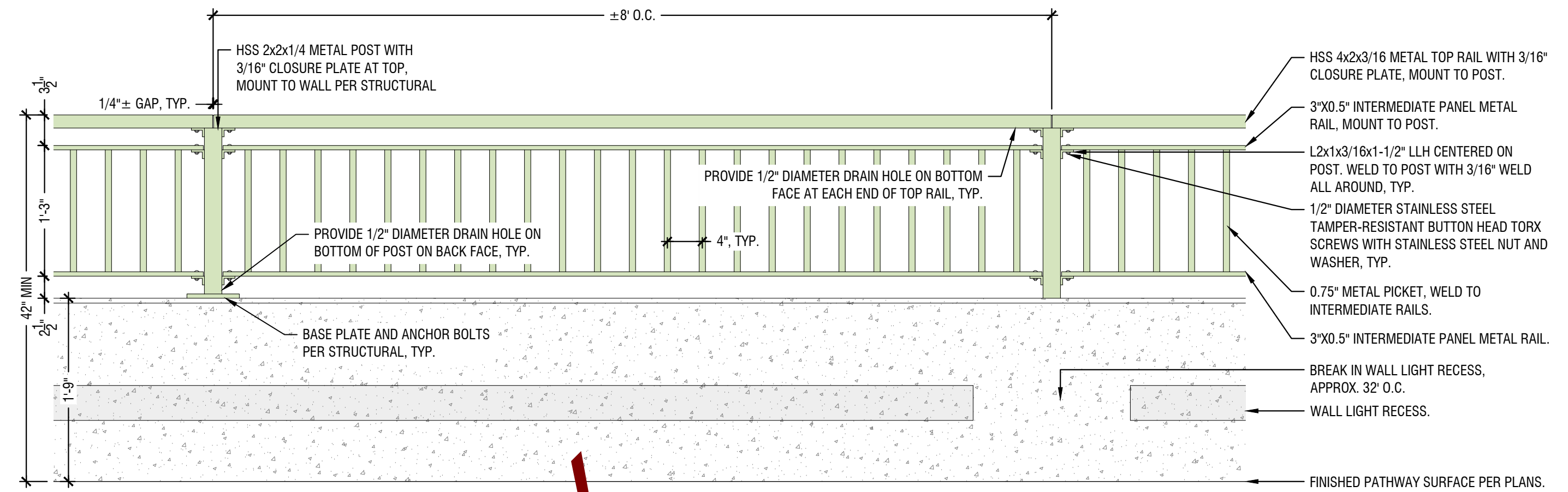
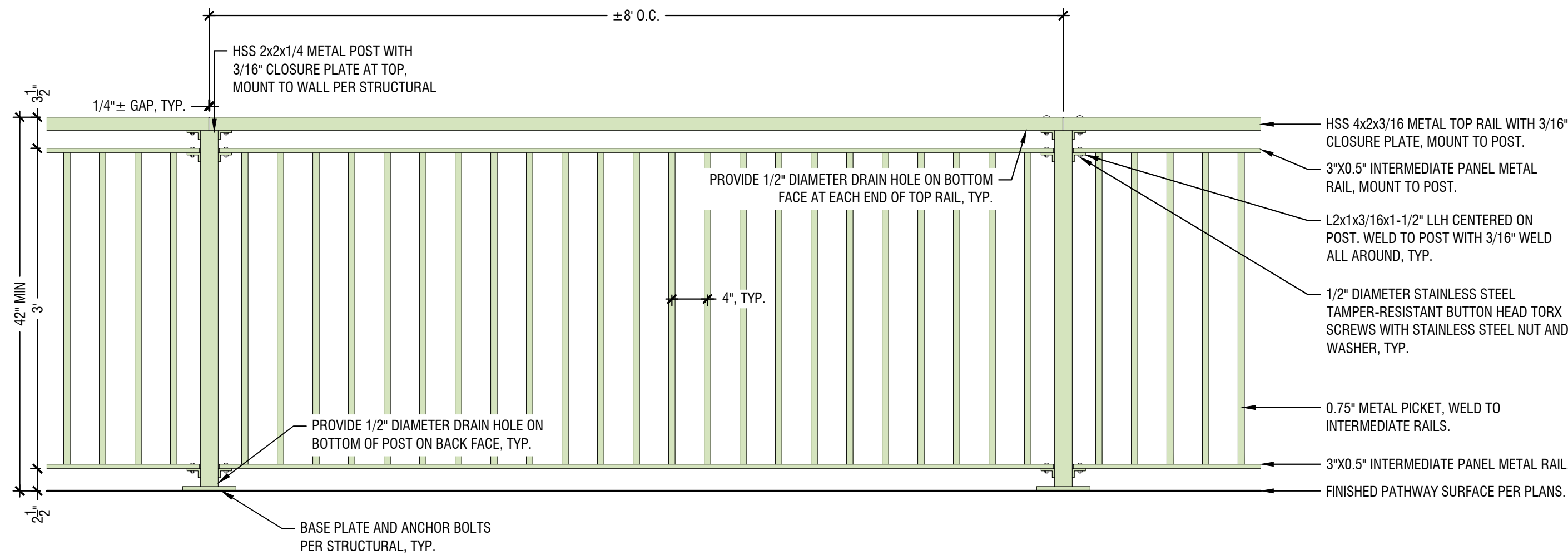
Revisions

1.	



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Site Details**



**1 Metal Guardrail @ Canal**  
Scale: 1" = 1'

**2 Metal Guardrail @ Wall**  
Scale: 1" = 1'

FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

Revisions	
1.	

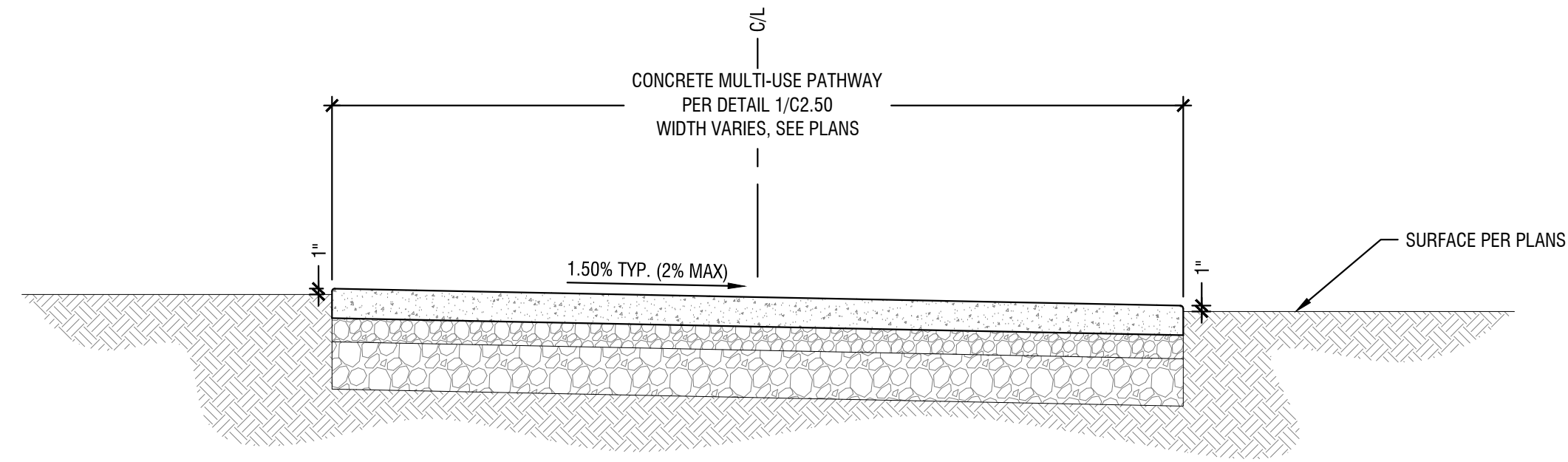


Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

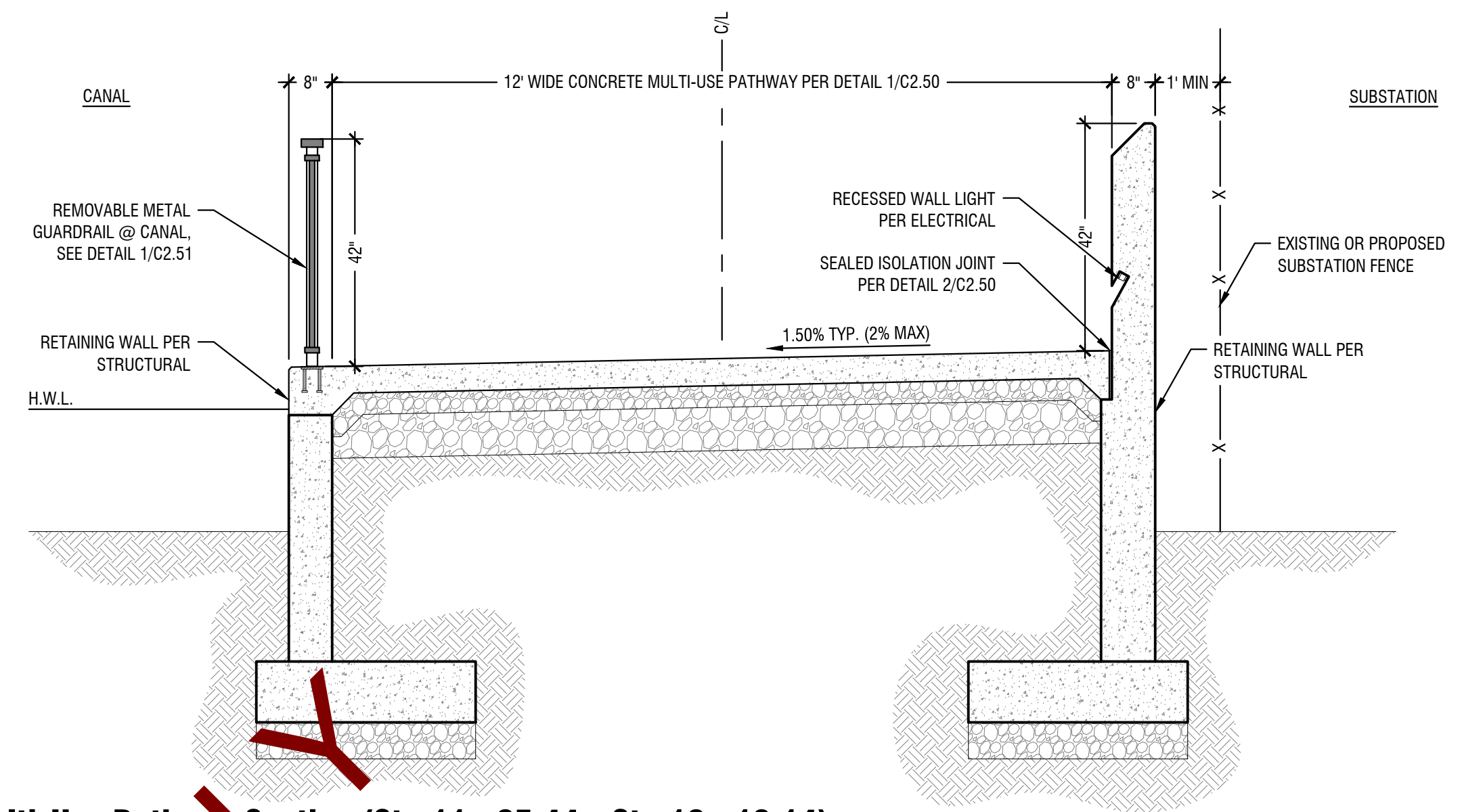
Site Details

**C2.51**

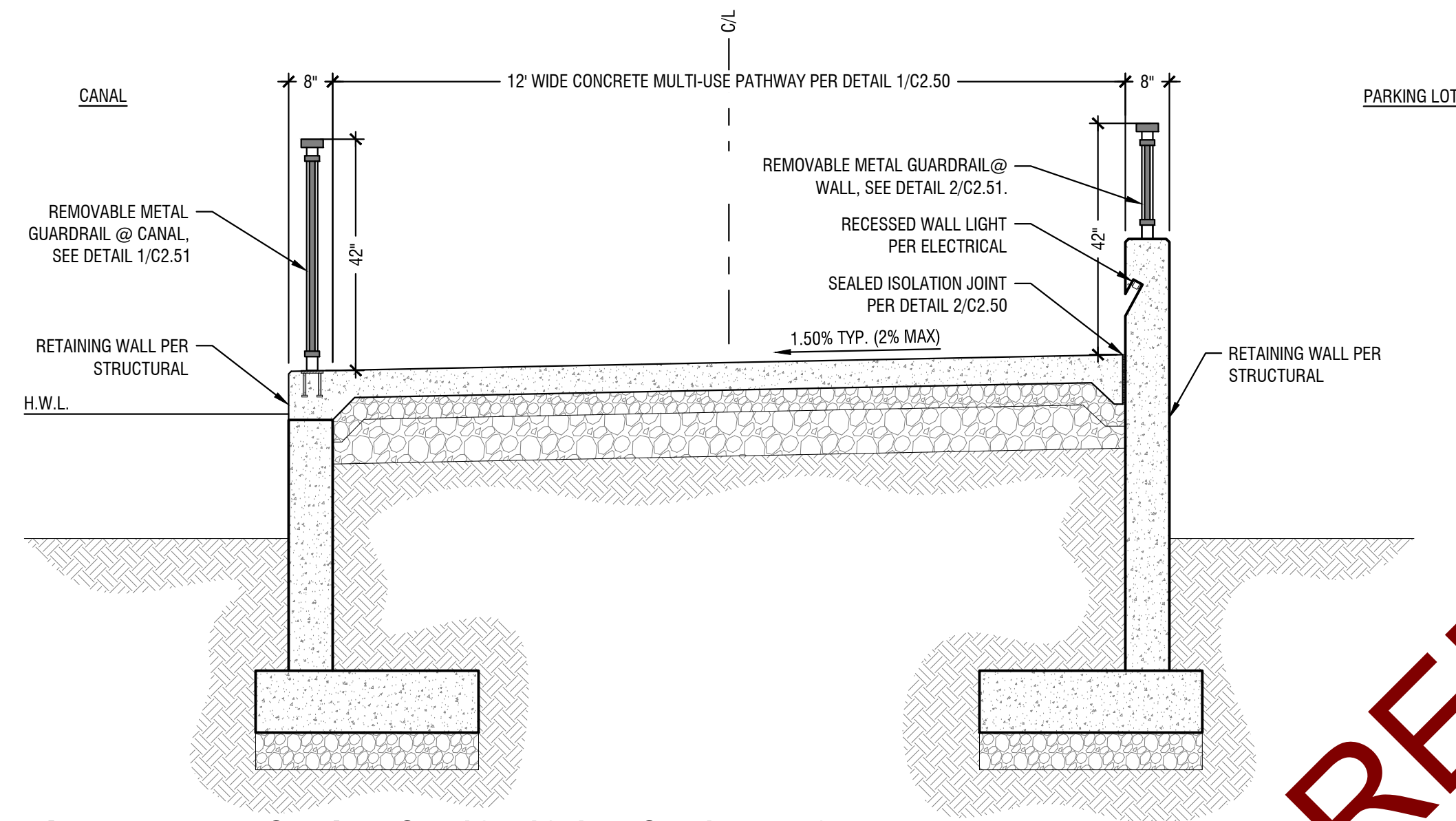
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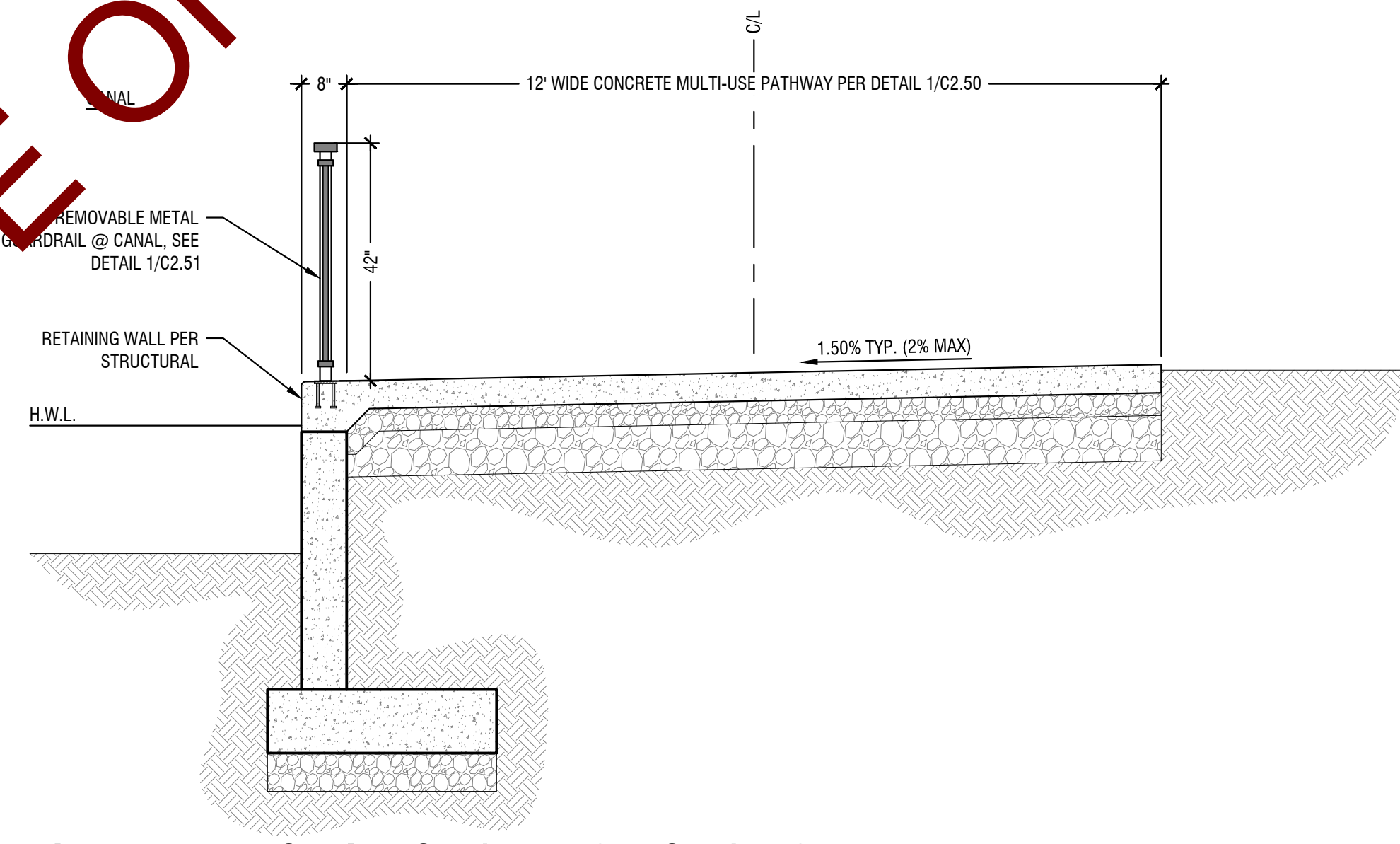
**1** Multi-Use Pathway Section (Sta 10+00 - Sta 11+65.44)  
Scale: NTS



**2** Multi-Use Pathway Section (Sta 11+65.44 - Sta 16+19.14)  
Scale: NTS



**3** Multi-Use Pathway Section (Sta 16+19.14 - Sta 17+74.34)  
Scale: NTS



**4** Multi-Use Pathway Section (Sta 17+74.34 - Sta 17+85)  
Scale: NTS

FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

Revisions
1.



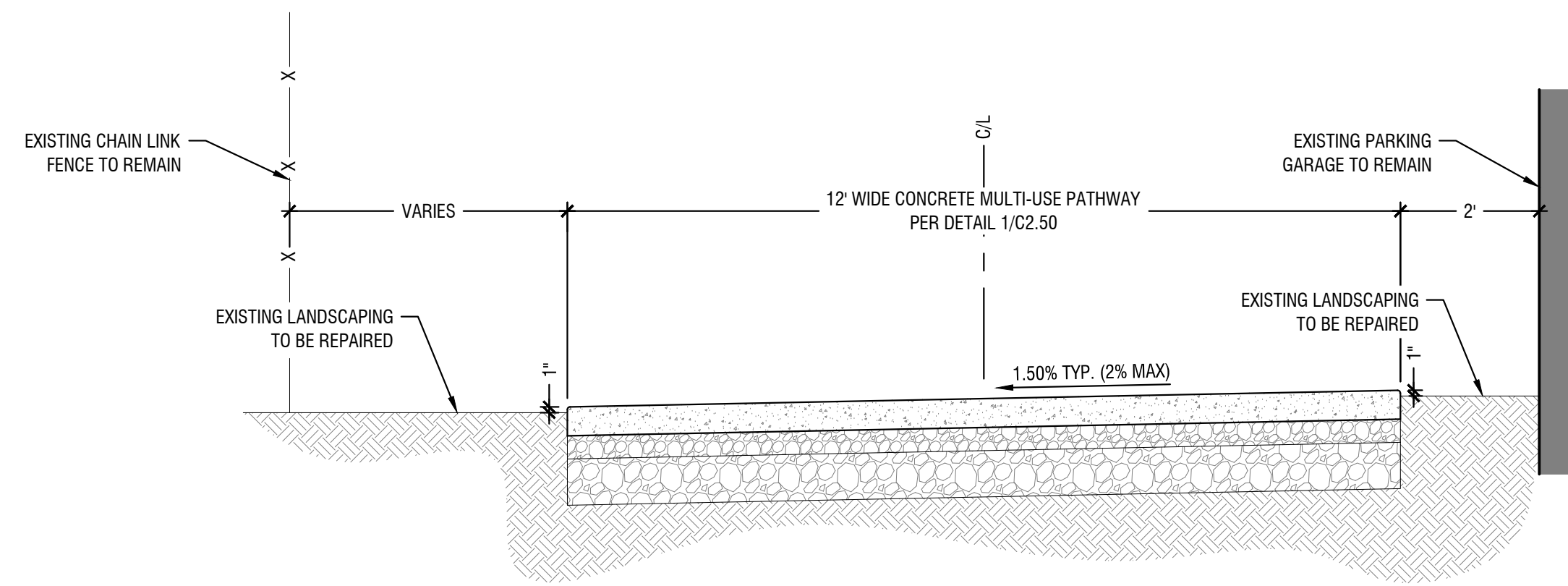
Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Typical Sections**

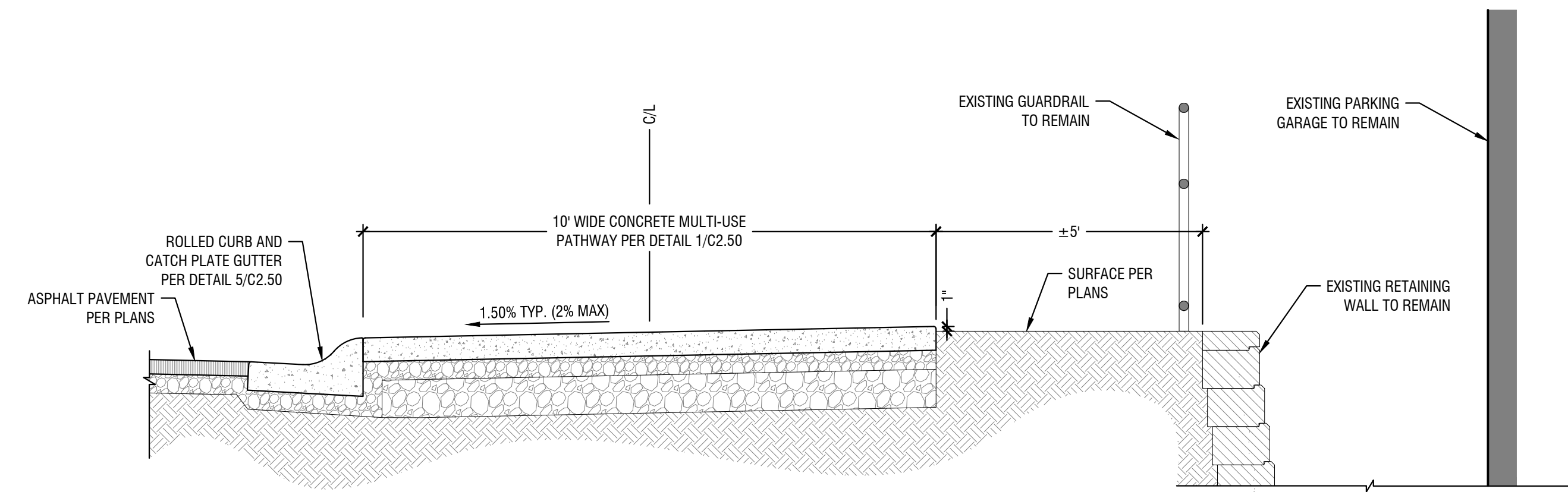
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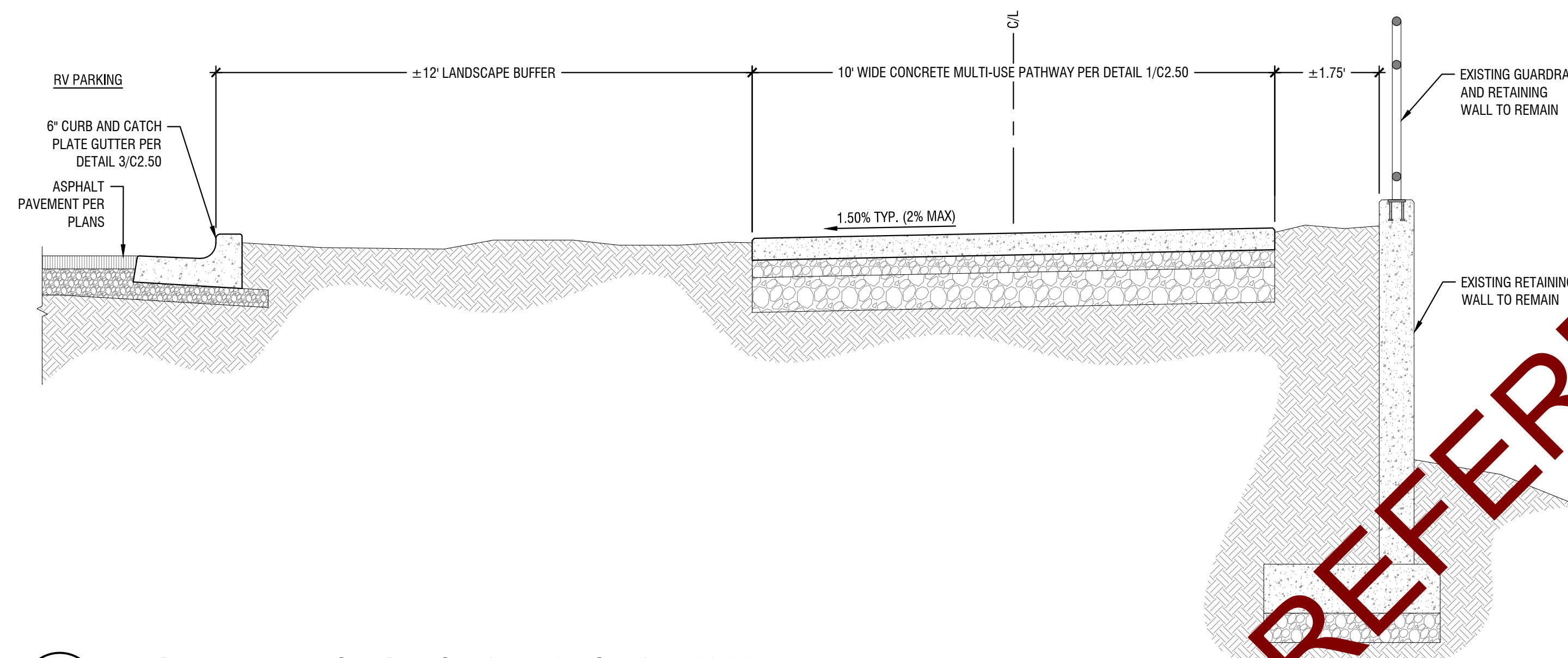




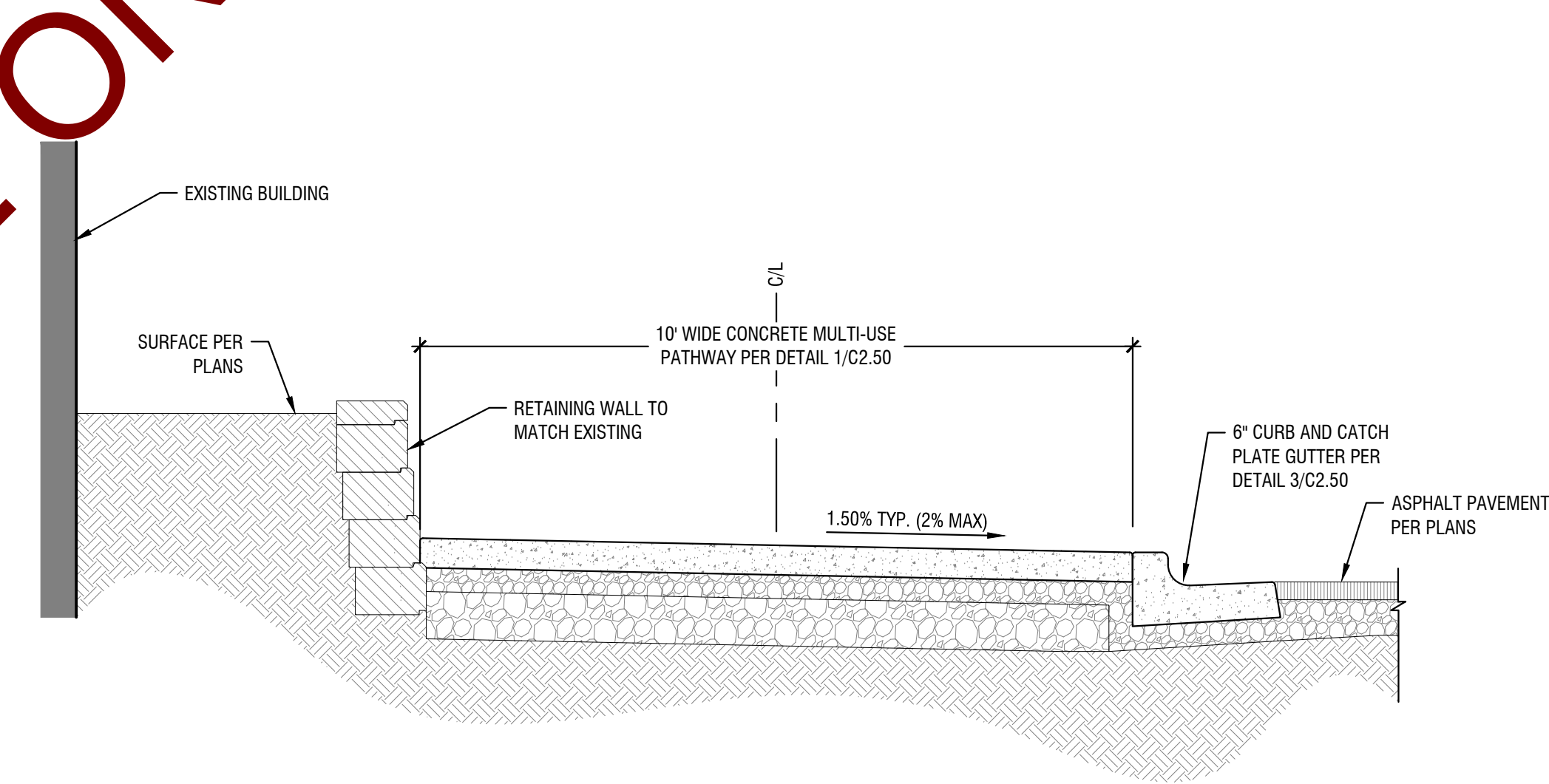
**1 Multi-Use Pathway Section (Sta 17+85 - Sta 19+02.98)**  
Scale: NTS



**2 Multi-Use Pathway Section (Sta 19+36.84 - Sta 22+25.18)**  
Scale: NTS



**3 Multi-Use Pathway Section (Sta 25+00 - Sta 25+69.38)**  
Scale: NTS



**4 Multi-Use Pathway Section (Sta 26+43.66 - Sta 27+19.96)**  
Scale: NTS

FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

Revisions
1.

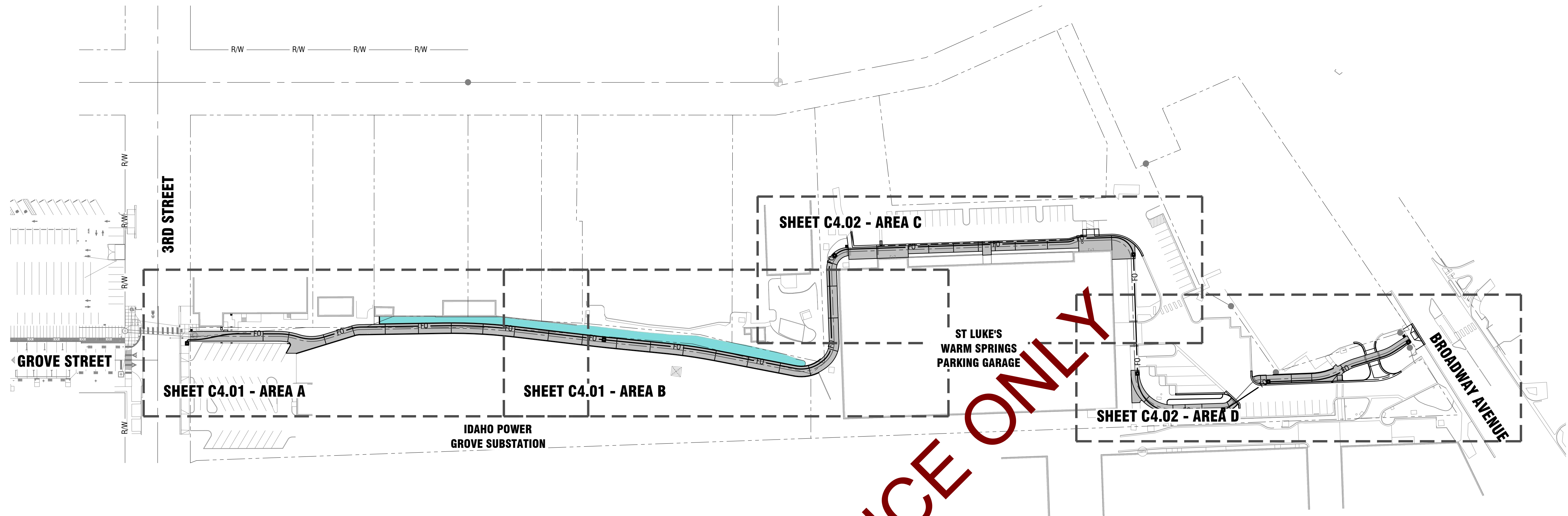


Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**Typical Sections**

**C3.01**

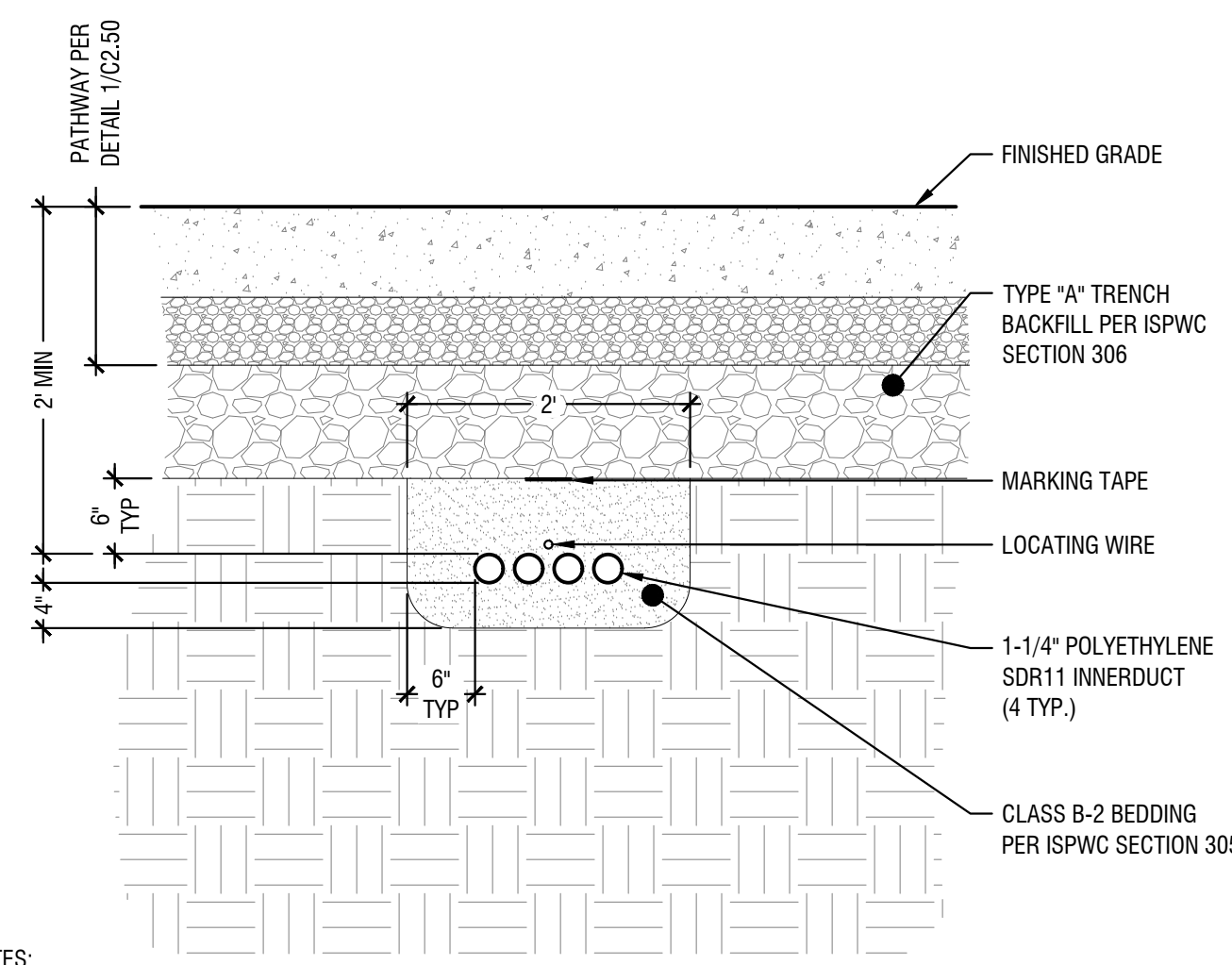
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**Fiber Optic Overview**  
Horizontal Scale: 1" = 70'

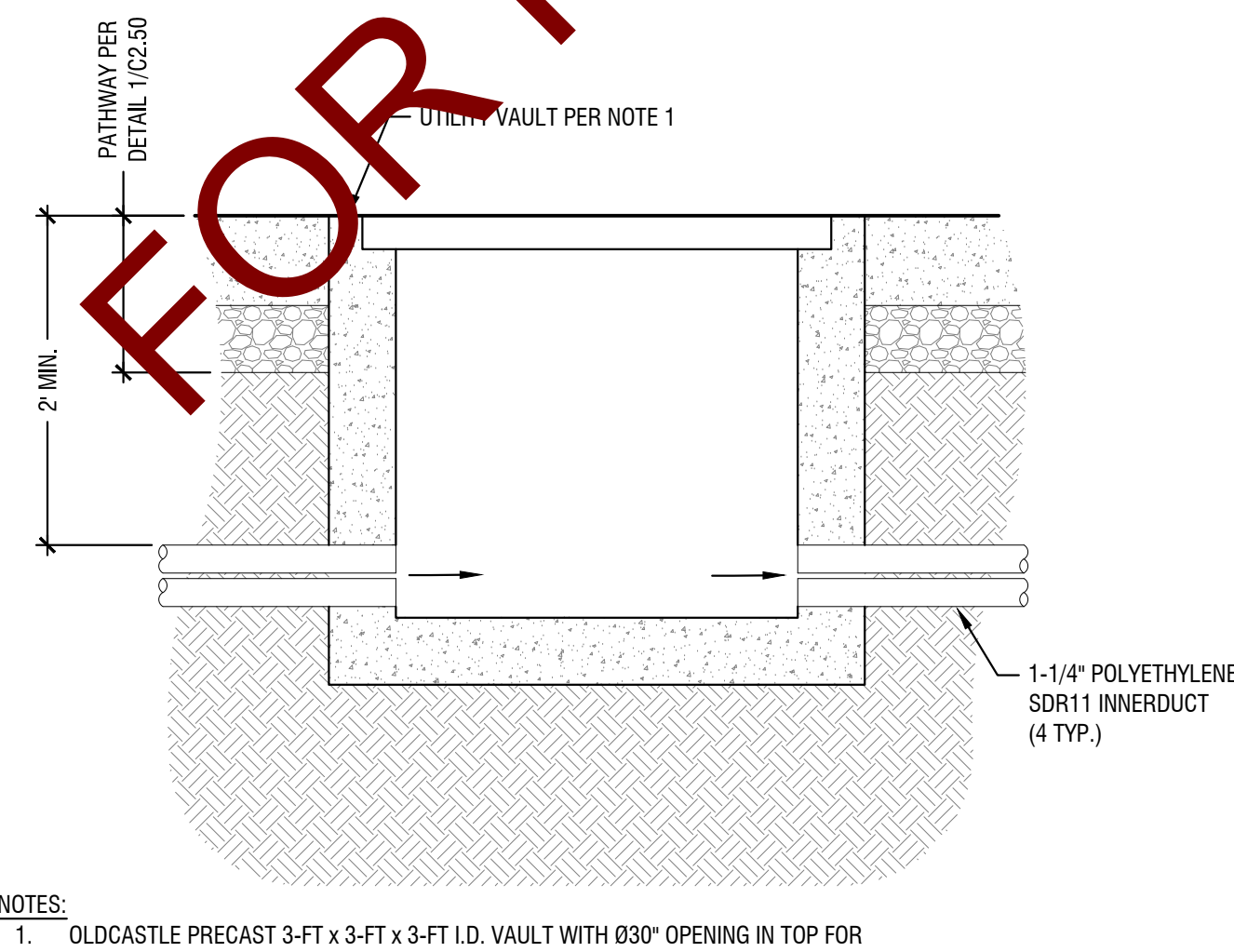


FOR REFERENCE ONLY



- NOTES:**
1. TERMINATE INNERDUCTS WITH DUCT PLUGS.
  2. CONTRACTOR SHALL COORDINATE INSTALLATION OF ANY ADDITIONAL CONDUIT REQUESTED BY TELECOM PROVIDERS AT TIME OF CONSTRUCTION.

**1 Wire Utility Trench**  
Scale: NTS



- NOTES:**
1. OLDCASTLE PRECAST 3-FT x 3-FT x 3-FT I.D. VAULT WITH Ø30\"/>
  2. TERMINATE INNERDUCTS WITH DUCT PLUGS.

**2 Wire Utility Trench Profile & Vault**  
Scale: NTS

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
Boise, ID 83702

Revisions

1.	



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

Fiber Optic Overview

**C4.00**



Revisions

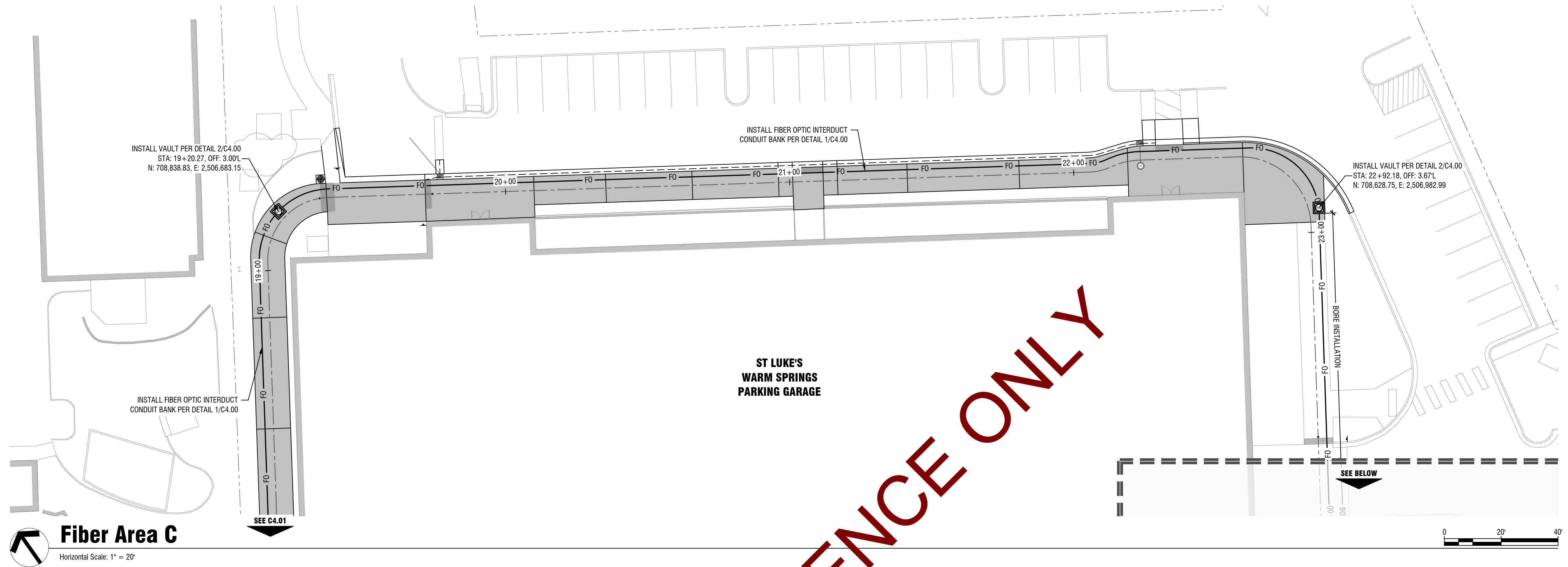
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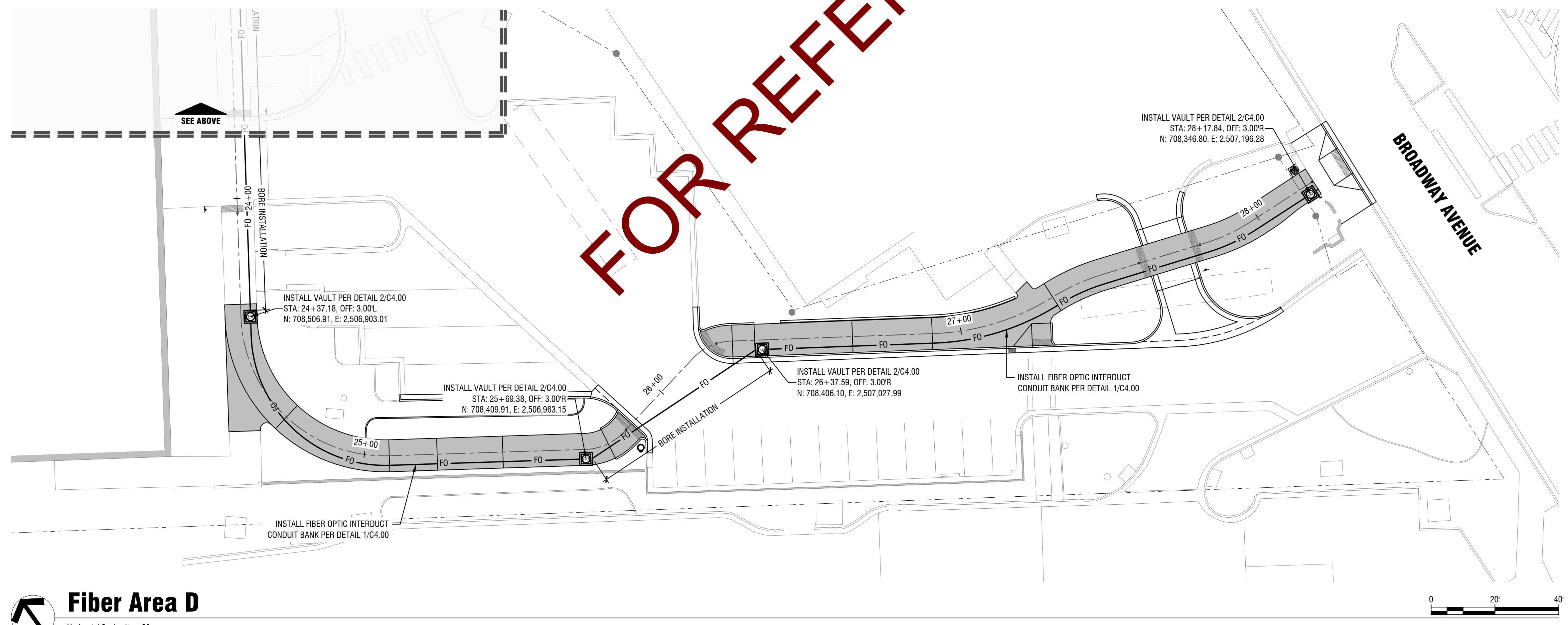
Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

Fiber Area C & D

**C4.02**



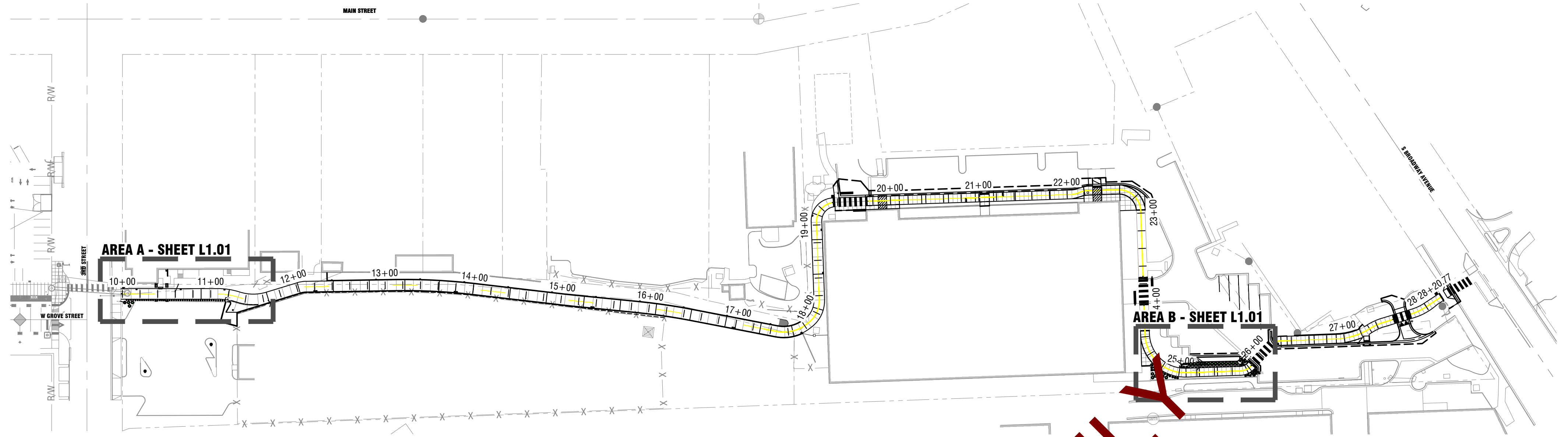
**Fiber Area C**  
 Horizontal Scale: 1" = 20'



**Fiber Area D**  
 Horizontal Scale: 1" = 20'

**FOR REFERENCE ONLY**

Plan 122112-01, 05/03/2024, 12:48 PM, 10/11/2024, 10:05 AM  
 User: jdenzler  
 Title: Project Engineer  
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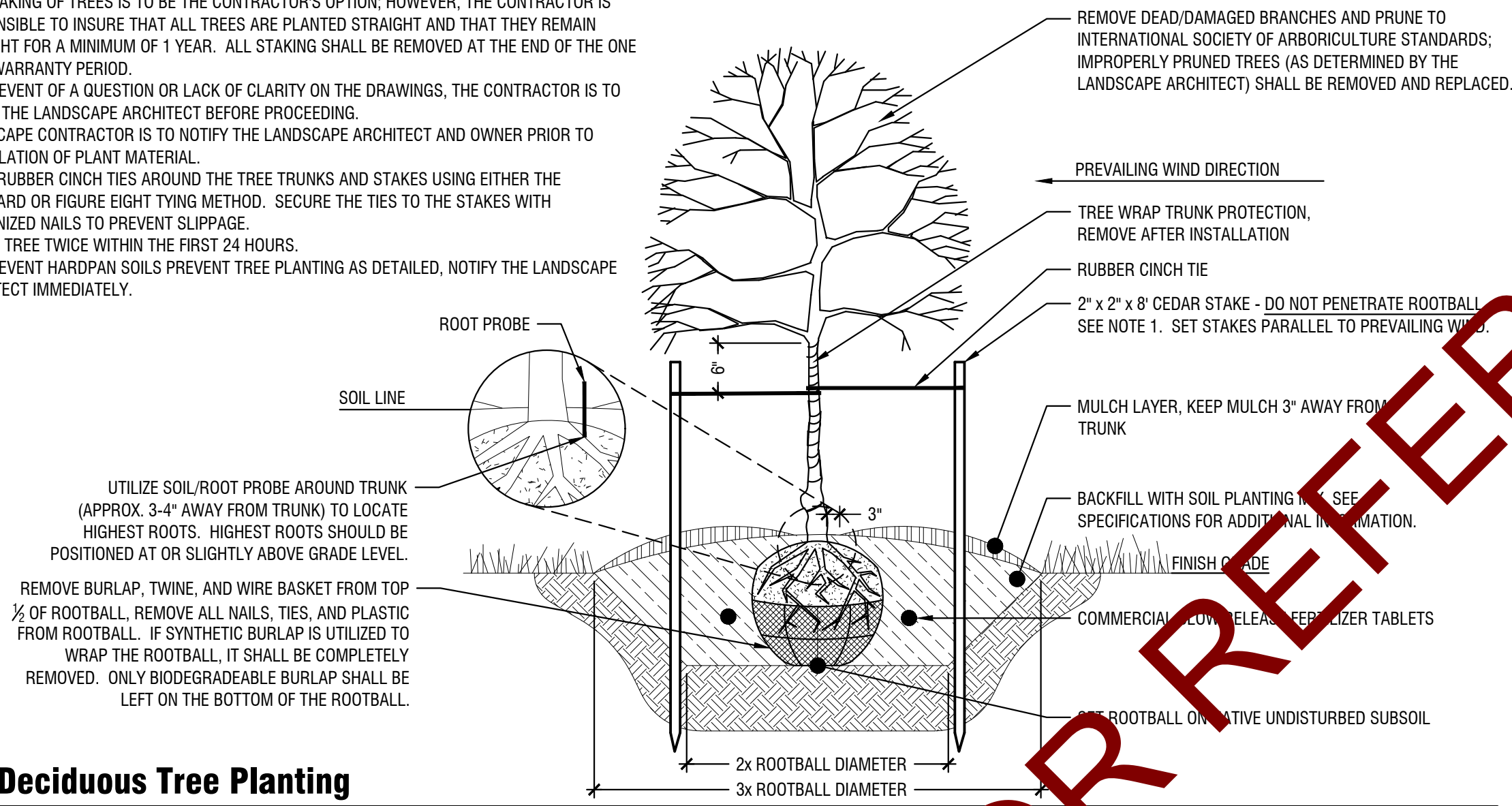


**Planting Plan Overview**  
 Horizontal Scale: 1" = 80'

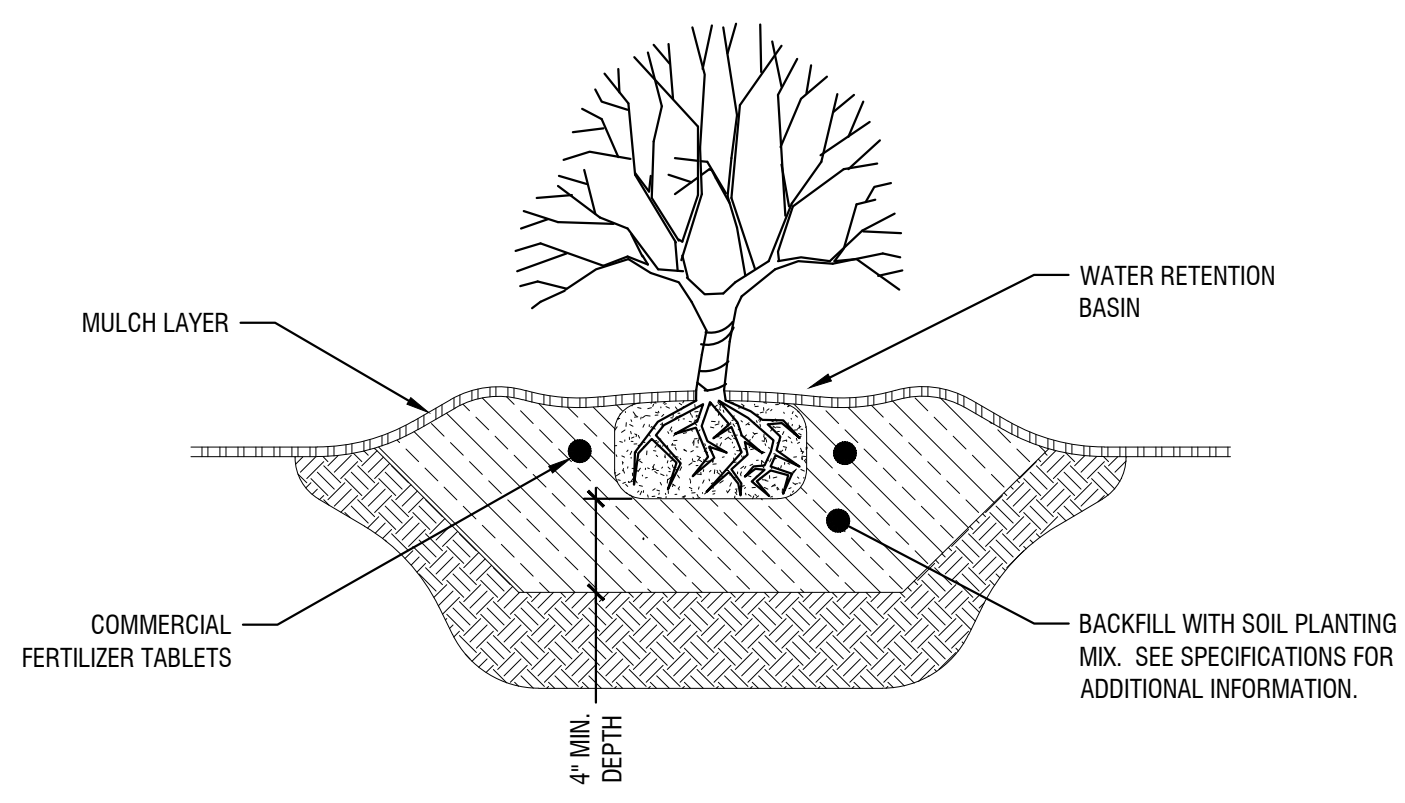
**NOTES:**

- THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
- IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
- LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
- WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
- WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
- IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

**1 Deciduous Tree Planting**  
 Scale: NTS



**2 Shrub Planting**  
 Scale: NTS



**PLANT SCHEDULE**

SYMBOL	CLASS	BOTANICAL / COMMON NAME	SIZE	CONTAINER
<b>TREES</b>				
CT	CRATAEGUS PHAENOPYRUM 'FASTIGIATA'	LOW SCAPE MOUND® BLACK CHOKEBERRY	3.5" CAL.	B&B
AL	ARONIA MELANOCARPA 'UCONNAM165'	CRIMSON PYGMY JAPANESE BARBERRY	2 GAL.	POT
BC	BERBERIS THUNBERGII 'CRIMSON PYGMY'	CRIMSON PYGMY JAPANESE BARBERRY	3 GAL.	POT
PS	PIRINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	3 GAL.	POT
SS	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION'	STANDING OVATION LITTLE BLUESTEM	1 GAL.	POT

**Seed Mixes:**

TURF SOD		12 LBS / 1000SF
LOLIUM PERENNE ALLAIRELL / PERENNIAL RYEGRASS	15%	
LOLIUM PERENNE MAHATTAN II / PERENNIAL RYEGRASS	15%	
POA PRATENSIS 'IMPERIAL BLUE' / IMPERIAL BLUE KENTUCKY BLUEGRASS	70%	

**Automatic Underground Irrigation Notes:**

- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH ENSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES.
- EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 18" AT PLANTER BEDS, 6" AT LAWN AREAS.
- PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEMS - WITH DRIP CONTROL ZONE KIT AND 150 MESH FILTER (MIN.).
- ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
  - PRECISE INDIVIDUAL STATION TIMING
  - RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
  - AT LEAST ONE PROGRAM FOR EACH HYDROZONE
  - SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
  - POWER FAILURE BACKUP FOR ALL PROGRAMMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, AND PARKING AREA.
- EACH VALVE SHALL BE INSTALLED IN A VALVE BOX LARGE ENOUGH TO ALLOW FOR MAINTENANCE AND REMOVAL. ONLY ONE VALVE PER BOX.

**Landscape Notes:**

- CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. PLACE MULCH OVER SUBGRADE SOIL TO ACHIEVE FINISH GRADE, DEPTH AS SPECIFIED ON PLAN SHEETS C2.00-2.10. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
  - 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
  - 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 18" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.
- RE-USE EXISTING SURFACE TOPSOIL WHERE POSSIBLE. VERIFY SUITABILITY OF SURFACE SOIL TO PRODUCE TOPSOIL MEETING REQUIREMENTS AND AMEND WHEN NECESSARY. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: A) PROVIDE APPROVED IMPORTED TOPSOIL, OR B.) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY LANDSCAPE ARCHITECT. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
- IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
- ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION. REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
- NEW TREE PLANTING, SEE DETAIL 1/1.00. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E., FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
- NEW SHRUB PLANTING, SEE DETAIL 2/1.00.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE 5x5x1.5 (37.5 CF/ 1.5 CY).
  - APPLICATION RATES:
    - HUMIC ACID: 25 LBS PER TREE PIT
    - COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
    - PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
    - CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
- SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE 2.5x2.5x1' (6.25 CF/ 0.25 CY).
  - APPLICATION RATES:
    - HUMIC ACID: 2 LBS PER SHRUB PIT
    - COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
    - PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
    - CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
- IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR LANDSCAPE ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. LANDSCAPE BOULDERS, PHOTO SUBMITTAL IS ADEQUATE. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

Revisions

1.	
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Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

**Planting Plan Overview, Details, and Notes**

FOR REFERENCE ONLY

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 Date: 05/03/2024 10:05:31 AM



**GENERAL STRUCTURAL NOTES (G.S.N.)**

GENERAL

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY. THESE STRUCTURAL DRAWINGS ARE INTENDED TO PRESENT SUFFICIENT DIMENSIONS TO INDICATE MAJOR PLAN SIZES AND TO LOCATE PRIMARY STRUCTURAL COMPONENTS. THE CONTRACTOR SHALL COORDINATE LOCATION OF SECONDARY ELEMENTS RELATED TO OTHER DISCIPLINES. USE DETAILS MARKED "TYPICAL" WHEREVER APPLICABLE. CHANGES, OMISSIONS OR SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE (IBC). THE DESIGN, ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE STRUCTURAL ENGINEER.

SHOP DRAWINGS

SHOP DRAWINGS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. ANY REQUEST FOR MODIFICATION TO THE DRAWINGS MUST BE SUBMITTED IN WRITING. THIS MAY BE ACCOMPLISHED THROUGH THE SHOP DRAWINGS ONLY IF THE CHANGE IS CLEARLY REPRESENTED, CLOUDED AND NOTED AS BEING A REQUESTED CHANGE REQUIRING THE STRUCTURAL ENGINEER APPROVAL. CHANGES TO THE DRAWINGS BY WAY OF THE SHOP DRAWINGS THAT ARE NOT CLEARLY NOTED AS STATED ABOVE, DO NOT CONSTITUTE AN AUTHORIZED CHANGE EVEN THOUGH THE DRAWINGS HAVE BEEN STAMPED WITH THE STRUCTURAL ENGINEER REVIEW STAMP. GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION AND COORDINATION OF DIMENSIONS AND DETAILS FOR EACH SUBCONTRACTOR.

SHOP DRAWINGS SHALL INCLUDE PLANS AND DETAILS AS NECESSARY TO INDICATE UNDERSTANDING OF THE CONTRACT DOCUMENTS. ENSURE ADEQUATE COPIES OF SHOP DRAWINGS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING:

- \* CONCRETE REINFORCING
- \* STRUCTURAL STEEL
- \* PRE-CAST CONCRETE

INFORMATIONAL SUBMITTALS

SUBMITTALS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. SUBMITTALS SHALL INCLUDE CURRENT PRODUCT ICC/AMPO REPORTS WHERE APPLICABLE AND INDICATED LOCATIONS OF USAGE FOR THE PRODUCT. ENSURE ADEQUATE COPIES OF SUBMITTALS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

INFORMATIONAL SUBMITTALS ARE REQUIRED FOR THE FOLLOWING:

- \* CONCRETE MIX DESIGN
- \* MISC. CONCRETE MATERIALS INCLUDING FORM MATERIALS, FORM TIES, AND REPAIR PRODUCTS

PRODUCT AND MATERIAL SUBSTITUTIONS

PRODUCTS AND MATERIALS ARE TO BE AS SPECIFIED IN THE CONTRACT DOCUMENTS AND APPROVED IN SUBMITTALS. SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER AND LANDSCAPE ARCHITECT.

DESIGN LOADS

PATHWAY	100 PSF
GROUND SNOW LOAD, P <sub>s</sub>	20 PSF
RISK CATEGORY PER IBC	II
BASIC WIND SPEED, V <sub>ULT</sub>	102 MPH (3 SEC GUST), EXPOSURE C
IMPORTANCE FACTOR (SEISMIC) I <sub>e</sub>	1.0
S <sub>s</sub>	0.309
S <sub>1</sub>	0.11
SITE CLASS	D
S <sub>DS</sub>	0.32
S <sub>D1</sub>	0.175
SEISMIC DESIGN CATEGORY	C

FOUNDATION

PER THE GEOTECHNICAL REPORT #B231756g BY ATLAS:

DESIGN ALLOWABLE SOIL BEARING PRESSURE	3000 PSF
ACTIVE LATERAL EARTH PRESSURE	40 PCF
PASSIVE LATERAL EARTH PRESSURE	422 PCF
SEISMIC ACTIVE EARTH PRESSURE	60 PCF
SEISMIC PASSIVE LATERAL EARTH PRESSURE	334 PCF
DRY UNIT WEIGHT	120 PCF
FRICTION COEFFICIENT	0.4

BOTTOM OF ALL FOOTINGS TO BEAR ON COMPETENT, NATIVE, INORGANIC, UNDISTURBED SOIL 1'-0" MINIMUM BELOW EXISTING GRADE OR COMPACTED STRUCTURAL FILL; REFER TO THE GEOTECHNICAL REPORT FOR MORE INFORMATION. EXTEND ALL EXTERIOR FOOTINGS 24" MINIMUM BELOW FINISHED GRADE. NO FOOTING SHALL BEAR HIGHER THAN A 1 VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED. CONTRACTOR SHALL PROVIDE TEMPORARY SHORING TO PREVENT MOVEMENT OF WALLS.

CONCRETE

- CONCRETE MIX: FOOTINGS, FOUNDATION WALLS, & PRECAST CAPS:
- \* ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 4500 PSI
  - \* MAXIMUM SLUMP: 4" +/- 1"
  - \* MAXIMUM W/C RATIO: 0.45
  - \* AIR ENTRAINMENT: 6% +/- 1%
  - \* MAXIMUM AGGREGATE SIZE: ¾"

FOR SITE FLATWORK, SEE CIVIL & LANDSCAPE ARCHITECTURE DRAWINGS. CONSTRUCTION TO BE IN ACCORDANCE WITH ACI 318-14. LOCATION OF CONSTRUCTION OR CONTRACTION JOINTS MUST BE APPROVED BY THE STRUCTURAL ENGINEER IF DIFFERENT FROM THAT SHOWN ON PLANS.

FORM TIES: FACTORY-FABRICATED REMOVABLE TIES DESIGNED TO RESIST LATERAL PRESSURE OF FRESH CONCRETE ON FORMS AND TO PREVENT SPALLING OF CONCRETE ON REMOVAL. FURNISH TIES WITH TAPERED TIE CONE SPREADERS THAT, WHEN REMOVED, WILL LEAVE HOLES OF CONSISTENT DIAMETER IN CONCRETE SURFACE.

SURFACE QUALITY: LIMIT CONCRETE SURFACE IRREGULARITIES, DESIGNATED BY ACI 347 AS ABRUPT OR GRADUAL TO CLASS B, ¼". SUBMIT REPAIR PROCEDURES AND MATERIALS FOR REVIEW.

FIELD SAMPLES: BEFORE CASTING THE PERMANENT STRUCTURE, PRODUCE FIELD SAMPLE PANELS OF THE WALLS AND WALL CAPS TO DEMONSTRATE THE APPROVED RANGE OF SELECTIONS. PRODUCE A MINIMUM OF THREE SETS OF WALL PANELS APPROXIMATELY 48"x48" MINIMUM AND FULL-SIZE WALL CAPS, TO DEMONSTRATE THE EXPECTED RANGE OF FINISH, COLOR, AND TEXTURE VARIATIONS. SAMPLES SHALL BE REVIEWED AND APPROVED BY THE STRUCTURAL ENGINEER AND LANDSCAPE ARCHITECT.

REINFORCING STEEL

DEFORMED BARS: ASTM A615, GRADE 40 FOR #3; GRADE 60 FOR #4 & LARGER; ASTM A706 FOR WELDED CONDITIONS.

LAP SPLICES (HORIZONTAL AND VERTICAL STEEL)

- \* CONCRETE: 52-BAR DIA. FOR BEAMS, COLUMNS, RETAINING AND ABOVE-GRADE WALLS FOR #6 & SMALLER. 40-BAR DIA. OTHER, UNLESS NOTED OTHERWISE FOR #6 & SMALLER.

WELDED WIRE FABRIC SPLICES: WIRE SPACING + 2".

CONCRETE COVER:

UNLESS OTHERWISE NOTED ON THESE DRAWINGS, UTILIZE THE FOLLOWING CLEAR EMBEDMENT AT REINFORCING BARS TYPICALLY:

- CONCRETE CAST AGAINST SOIL = 3".
- FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 2" (#6 OR GREATER)
- FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 1-1/2" (#5 OR LESS)
- SLAB ON GRADE = 1-1/2".

USE ONLY A706 STEEL FOR ALL WELDED REINFORCING. SECURELY TIE ALL REINFORCING IN PLACE WITH DOUBLE ANNEALED 16-GAUGE IRON WIRE OR APPROVED CLIPS. SUBMIT SHOP DRAWINGS SHOWING REINFORCING STEEL FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

EPOXY ADHESIVES

EPOXYADHESIVES:

- \* FOR INSTALLATION IN CONCRETE: HILTI "HIT-RE 500" & "HIT-HY 200"

STRUCTURAL AND MISC. STEEL

CHANNELS, ANGLES, PLATES AND BARS: ASTM A36, F<sub>y</sub> = 36 KSI MINIMUM.

HOLLOW STRUCTURAL SHAPES (HSS): ASTM A501, GRADE B, F<sub>y</sub> = 46 KSI (RECTANGULAR SECTIONS), F<sub>y</sub> = 42 KSI (ROUND SECTIONS).

PIPE: ASTM A53 OR A501, F<sub>y</sub> = 35 KSI MINIMUM.

MECHANICAL BOLTS IN CONCRETE AND GROUTED MASONRY, SIMPSON "TITEN HD" OR APPROVED EQUIVALENT

EPOXY ANCHORS: UNLESS STEEL THREADED ANCHOR RODS CONFORMING TO ASTM F593, ALLOY GROUP 1, TYPE 304, CONDITION CW. INSTALL RODS USING AN APPROPRIATE EPOXY ADHESIVE FOR THE BASE MATERIAL ACCORDING TO THE "EPOXY ADHESIVE" SECTION ABOVE.

WELDING ELECTRODES OR WIRES: AWS A5.1 OR A5.5, E70XX; AWS A5.18, E70S-X; AWS A5.20, E7XT-X.

ERECTION AND FABRICATION: IN ACCORDANCE WITH AISC "SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". WELDING SHALL CONFORM TO AWS "CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION". ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS. ALL COLUMNS AND BEAMS TO BE FROM UN-SPALLER LENGTHS UNLESS NOTED OTHERWISE ON THE DRAWINGS. SUBMIT SHOP DRAWINGS SHOWING SIZES, DIMENSIONS AND REQUIRED CONNECTION DETAILS FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

FIELD WELDS: WELDING OF STRUCTURAL STEEL SHALL BE PERFORMED IN THE SHOP WHENEVER PRACTICAL. AN EFFORT HAS BEEN MADE TO INDICATE WELDS THAT CAN BE OR SHOULD BE FIELD WELDED. IT IS, HOWEVER, THE FABRICATORS RESPONSIBILITY TO DECIDE WHERE AND HOW THE WELDING IS TO BE ACCOMPLISHED TO ACHIEVE THE INTENDED RESULT.

SPECIAL STRUCTURAL INSPECTIONS

THE OWNER SHALL EMPLOY A SPECIAL INSPECTION SERVICE TO PERFORM INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF THE 2018 INTERNATIONAL BUILDING CODE. INSPECTION REPORTS FOR THE ITEMS LISTED IN THE SPECIAL INSPECTION TABLES SHALL BE FURNISHED TO THE STRUCTURAL ENGINEER OF RECORD IN A TIMELY MANNER. INSPECTION REPORTS SHALL INDICATE THAT WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES THAT ARE NOT CORRECTED SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER OF RECORD PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK. A FINAL REPORT DOCUMENTING THE REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED TO THE OWNER AND STRUCTURAL ENGINEER OF RECORD.

FOR REFERENCE ONLY

Revisions

1.	



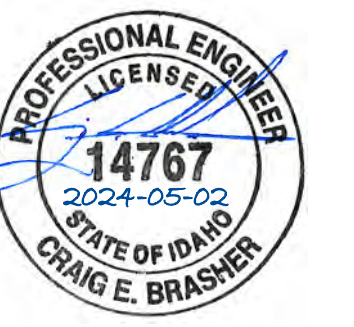
Project No.:	122112
Date of Issuance:	05.03.2024
Project Milestone:	Permit Set

**MULTI-USE PATHWAY**  
**G.S.N.**

**S1.1**

Revisions

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Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

**MULTI-USE PATHWAY  
 SPECIAL INSPECTIONS**

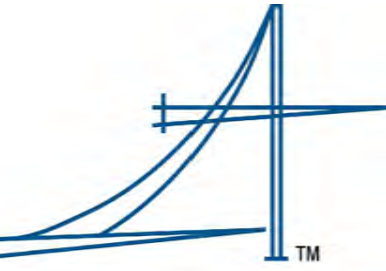
**S1.2**

<b>SPECIAL INSPECTION TABLE 1 1705.6 SOILS</b>				
<u>YES</u>	<u>NO</u>	<u>MATERIAL/ACTIVITY</u>	<u>CONTINUOUS</u>	<u>PERIODIC</u>
X		1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X
X		2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		X
X		3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		X
X		4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	
X		5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		X

<b>SPECIAL INSPECTION TABLE 2 1705.3 CONCRETE CONSTRUCTION</b>				
<u>YES</u>	<u>NO</u>	<u>MATERIAL/ACTIVITY</u>	<u>CONTINUOUS</u>	<u>PERIODIC</u>
X		1. INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDONS, AND PLACEMENT.		X
	X	2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.2.2 ITEM 2B.		
	X	3. INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED PER SECTION 1908.5 OR WHERE STRENGTH DESIGN IS USED.		X
X		4. INSPECTION OF ANCHORS POST-TENSIONED IN HARDENED CONCRETE MEMBERS.		X
X		5. VERIFY USE OF REQUIRED DESIGN MIX.		X
X		6. AT THE TIME OF FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	
X		7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	
X		8. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.		X
	X	9. INSPECTION OF PRESTRESSED CONCRETE:		
		A. APPLICATION OF PRESTRESSING FORCES	X	
		B. GROUTING OF BONDED PRESTRESSING TENDONS IN THE SEISMIC-FORCE-RESISTING SYSTEM	X	
	X	10. ERECTION OF PRECAST CONCRETE MEMBERS.		X
	X	11. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.		X
X		12. INSPECTION OF FORMWORK FOR SHAPE, LINES, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		X

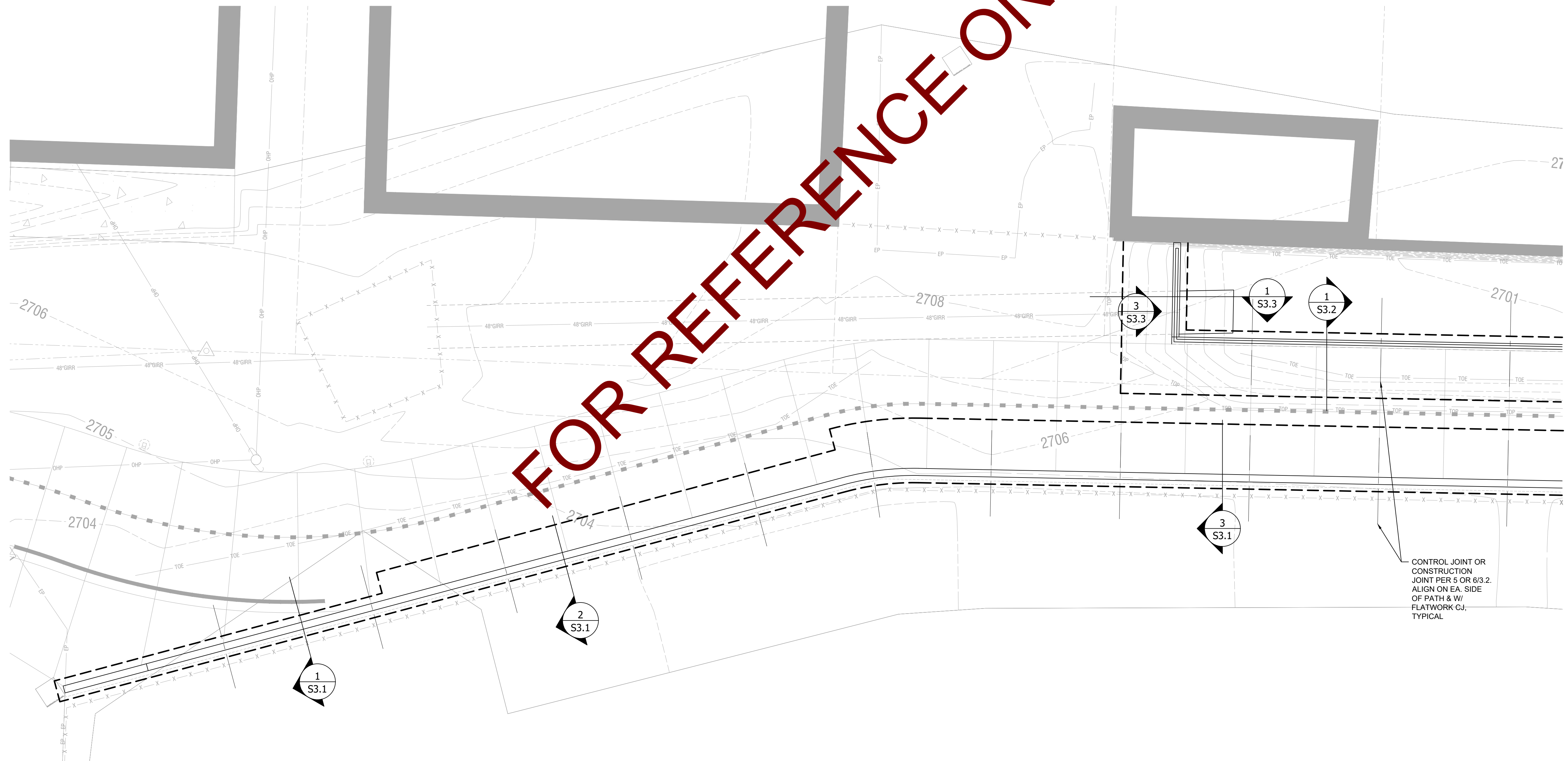
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**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

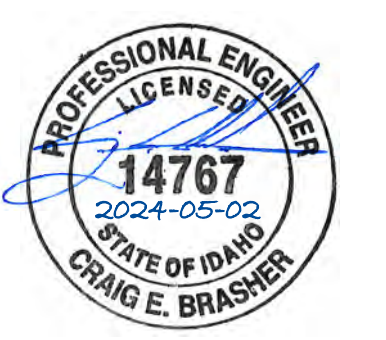
3rd Street to Broadway Avenue  
 Boise, ID 83702



CONTROL JOINT OR  
 CONSTRUCTION  
 JOINT PER 5 OR 6/3.2.  
 ALIGN ON EA. SIDE  
 OF PATH & W/  
 FLATWORK CJ.  
 TYPICAL

Revisions

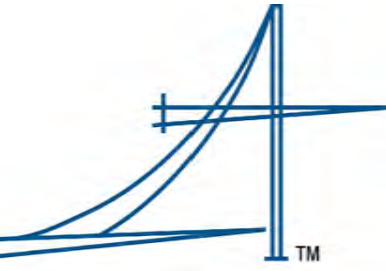
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 Project Milestone: Permit Set

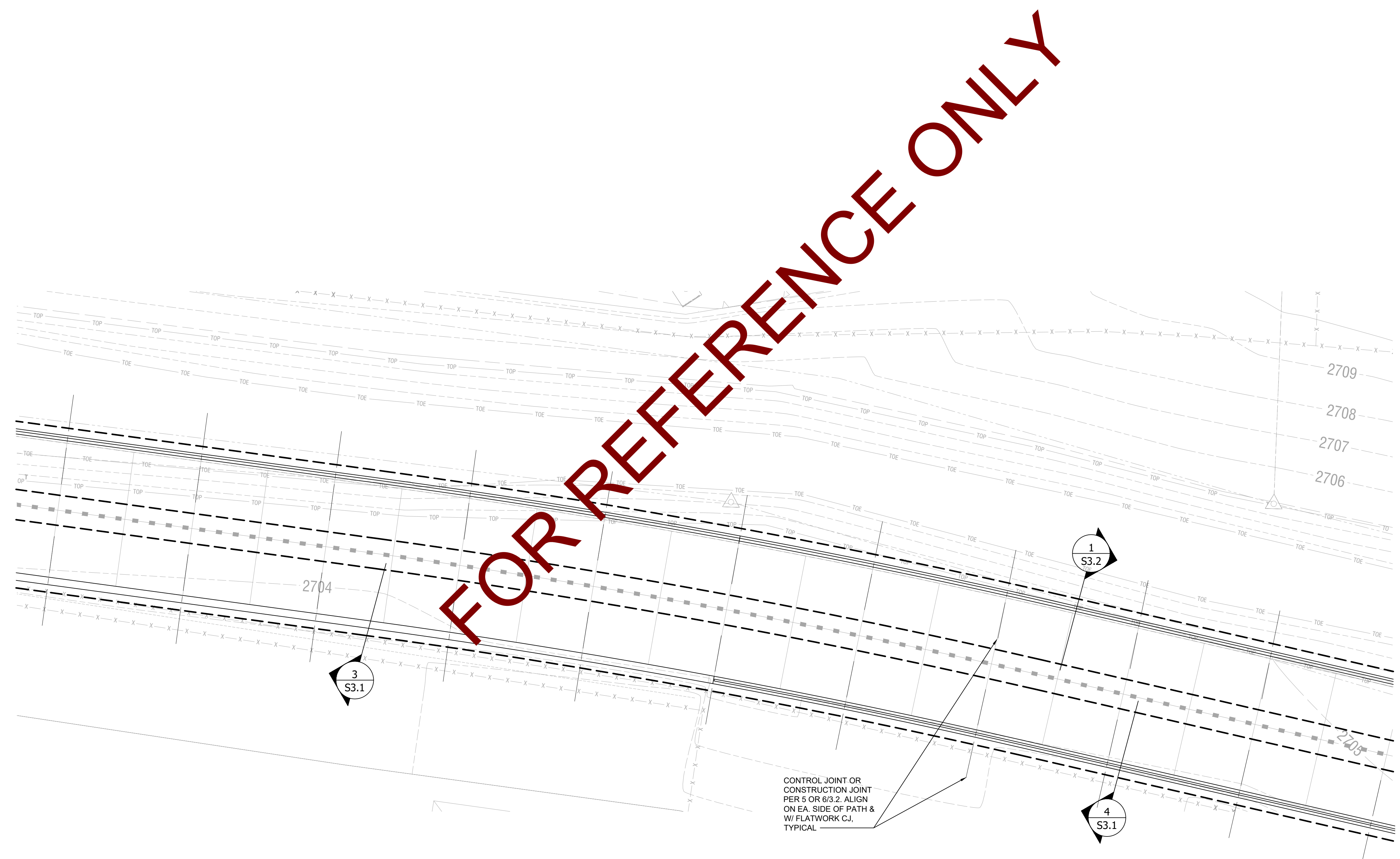
**MULTI-USE PATHWAY**  
**STRUCTURAL PLAN**

**S2.1**



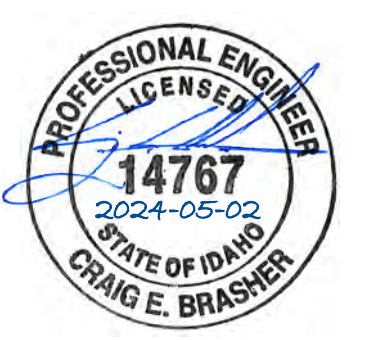
**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street to Broadway Avenue  
 Boise, ID 83702



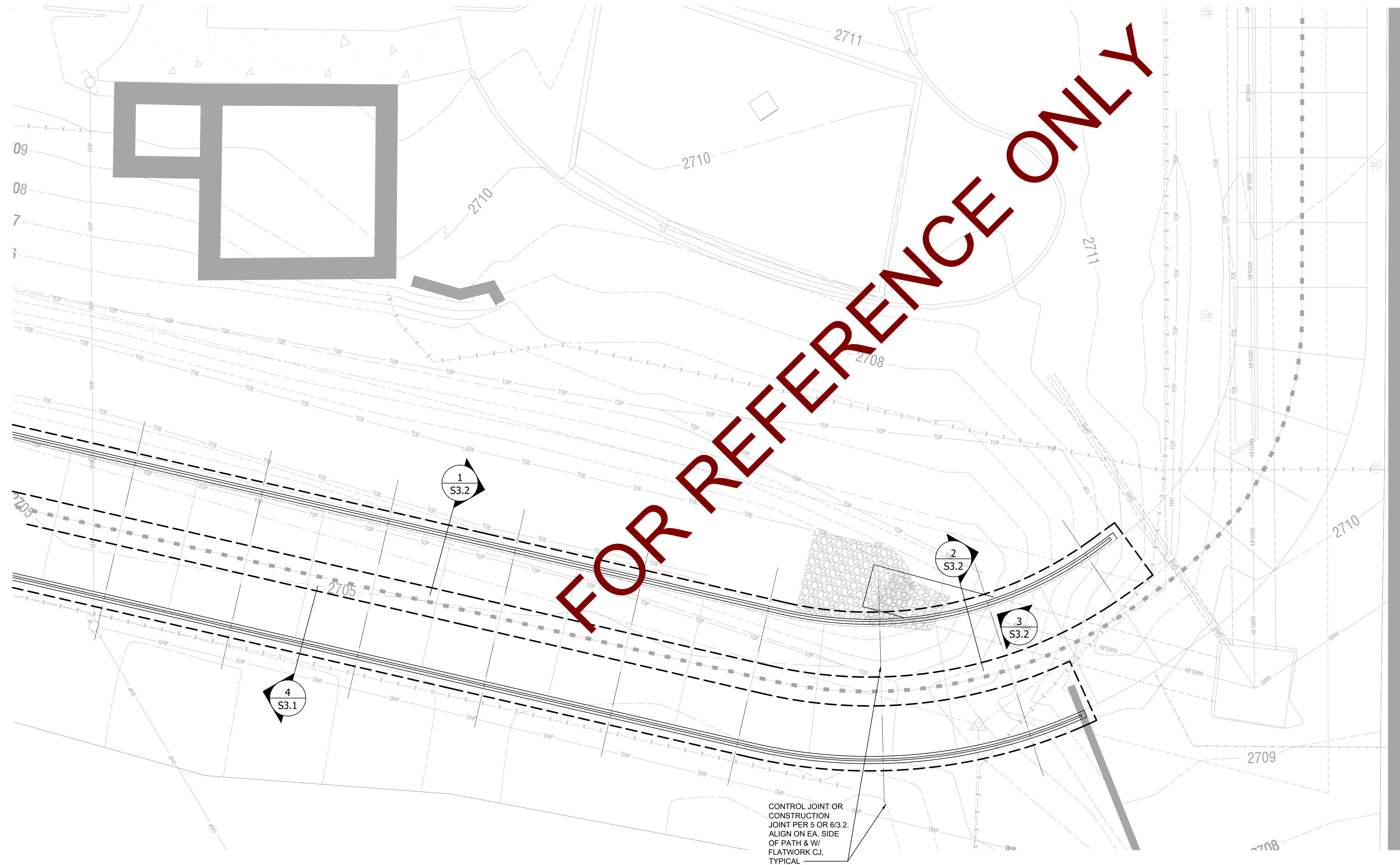
Revisions

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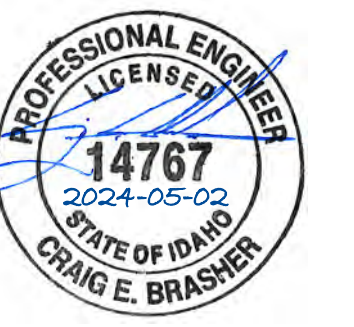
**MULTI-USE PATHWAY**  
**STRUCTURAL PLAN**



**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

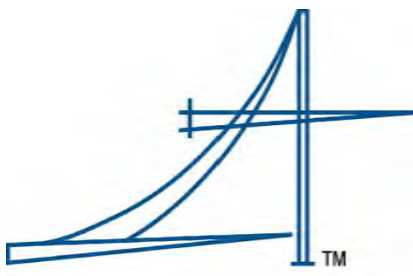
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Revisions
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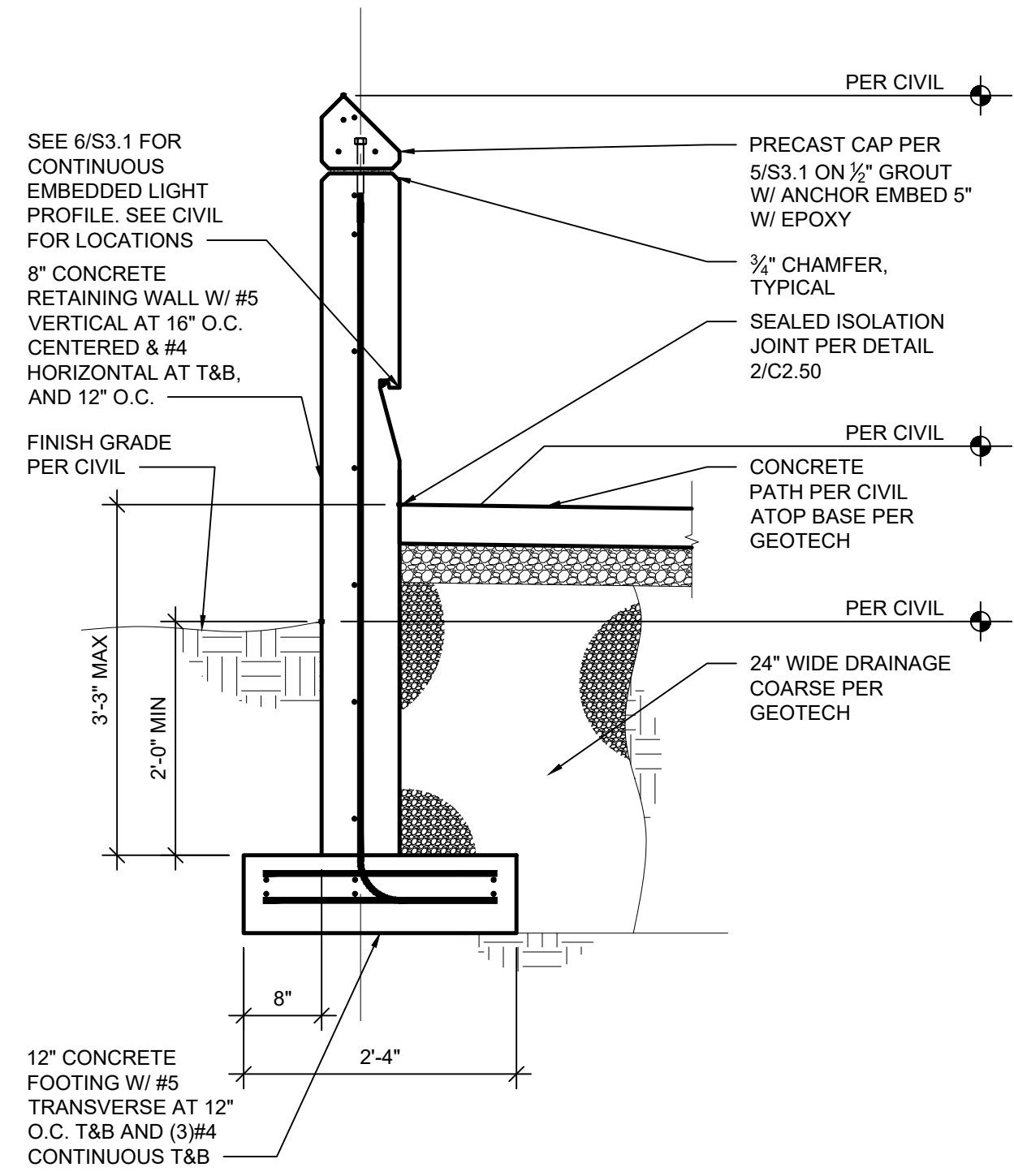
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**MULTI-USE PATHWAY**  
**STRUCTURAL PLAN**

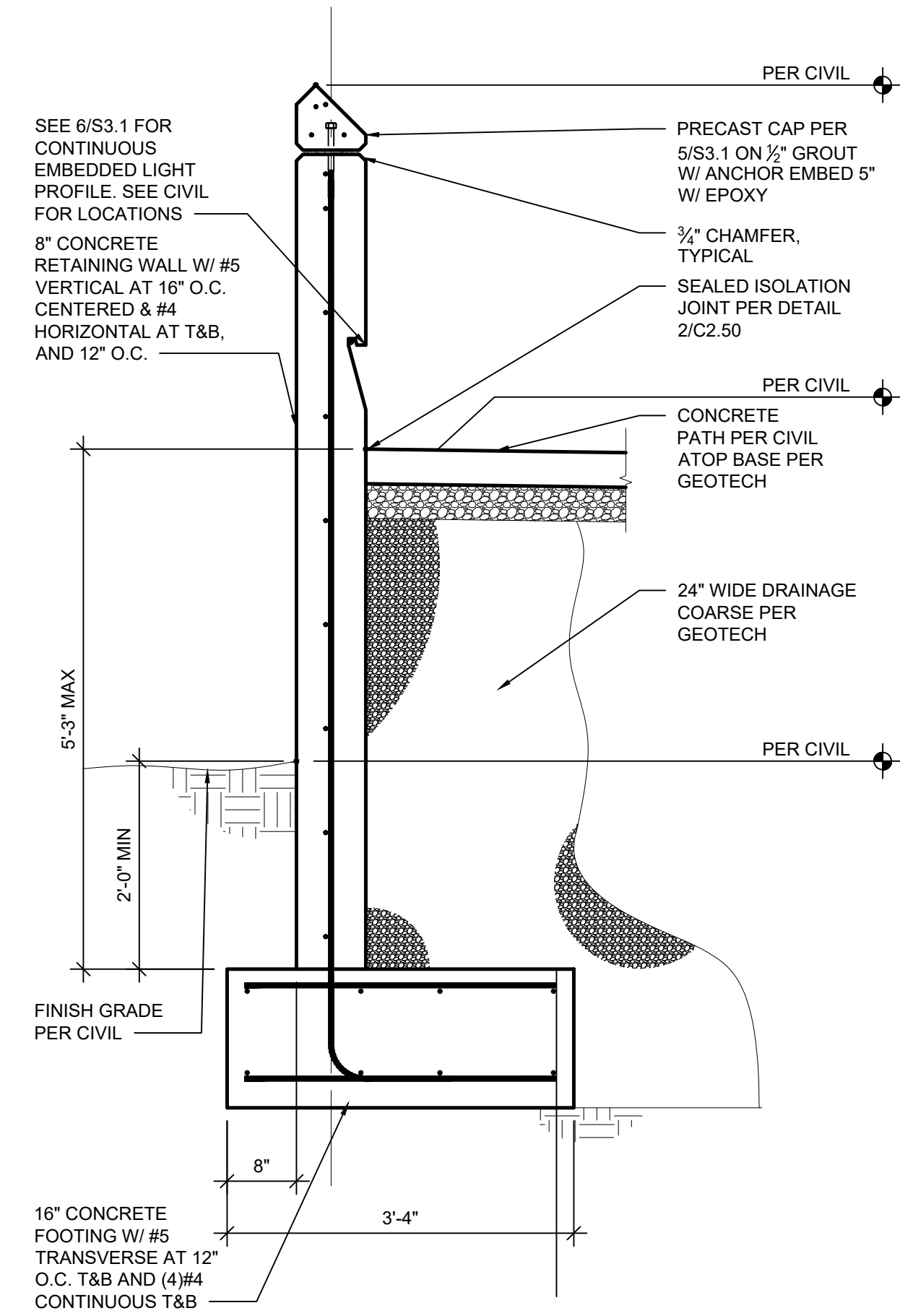


**BOISE CITY CANAL MULTI-USE PATHWAY  
Capital City Development Corporation**

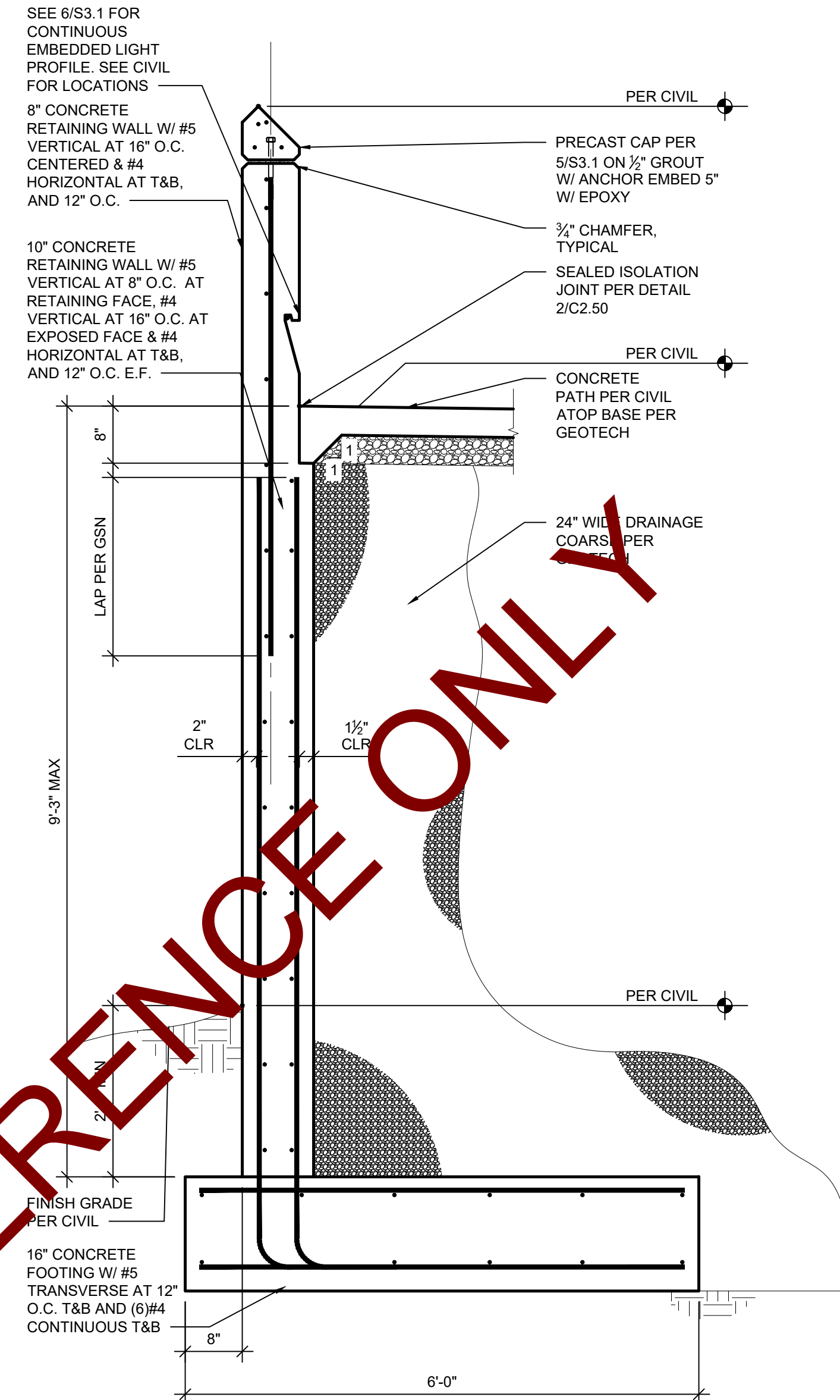
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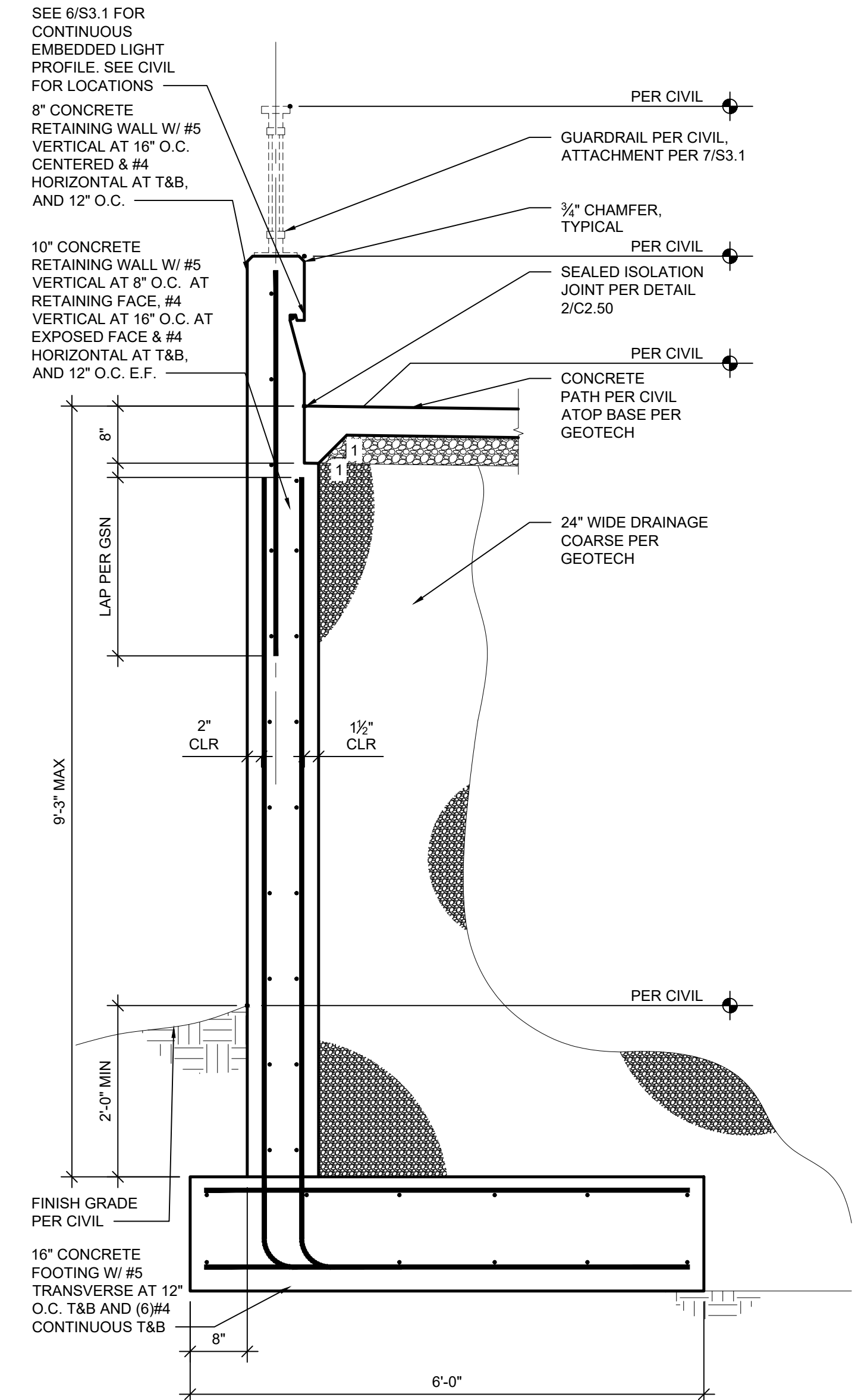
1 PATHWAY RETAINING WALL - WESTERN END  
SCALE: 3/4" = 1'-0"



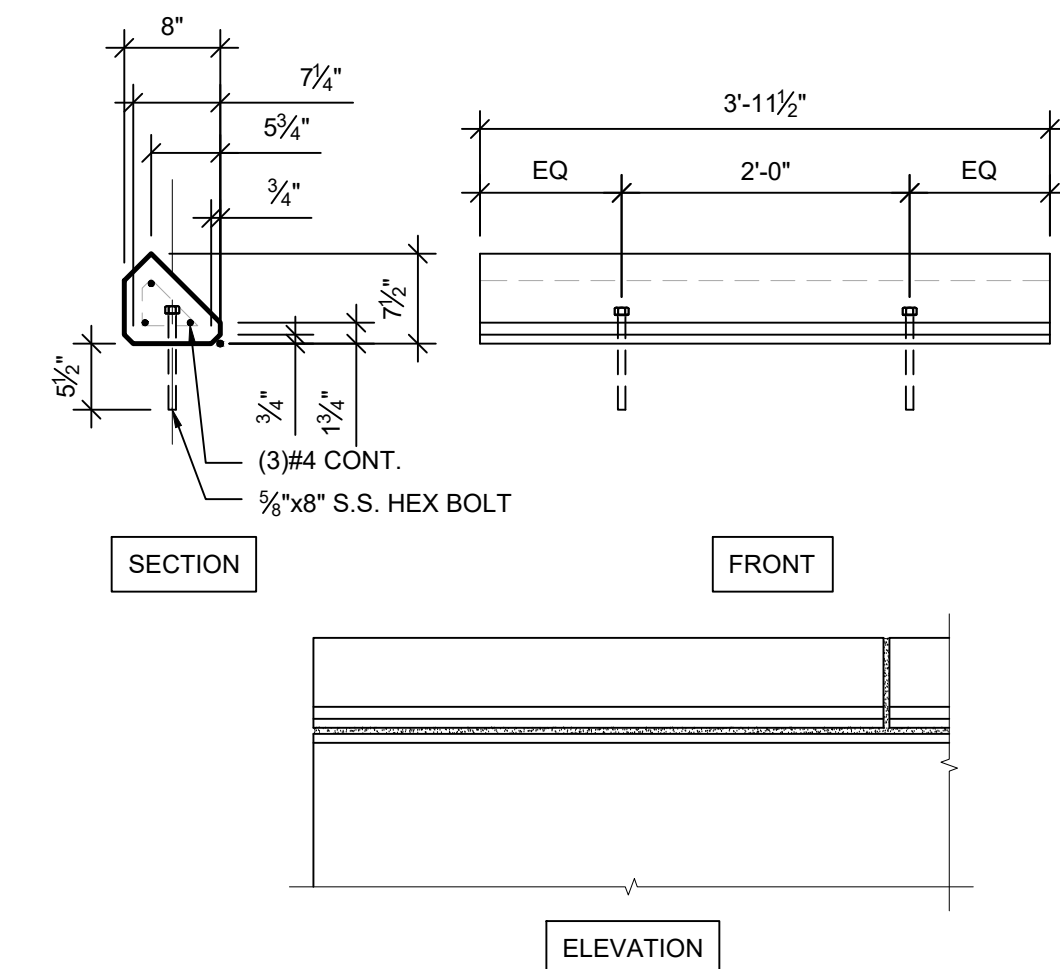
2 PATHWAY RETAINING WALL - WESTERN END  
SCALE: 3/4" = 1'-0"



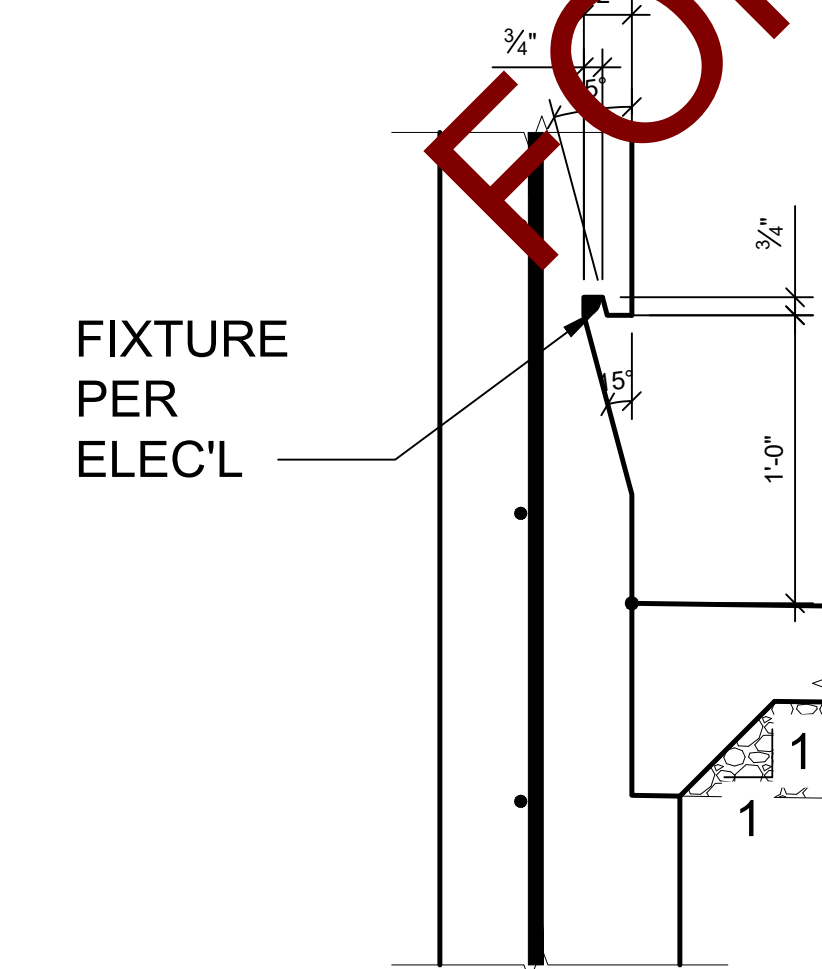
3 PATHWAY RETAINING WALL - ON SOUTHERN SIDE  
SCALE: 3/4" = 1'-0"



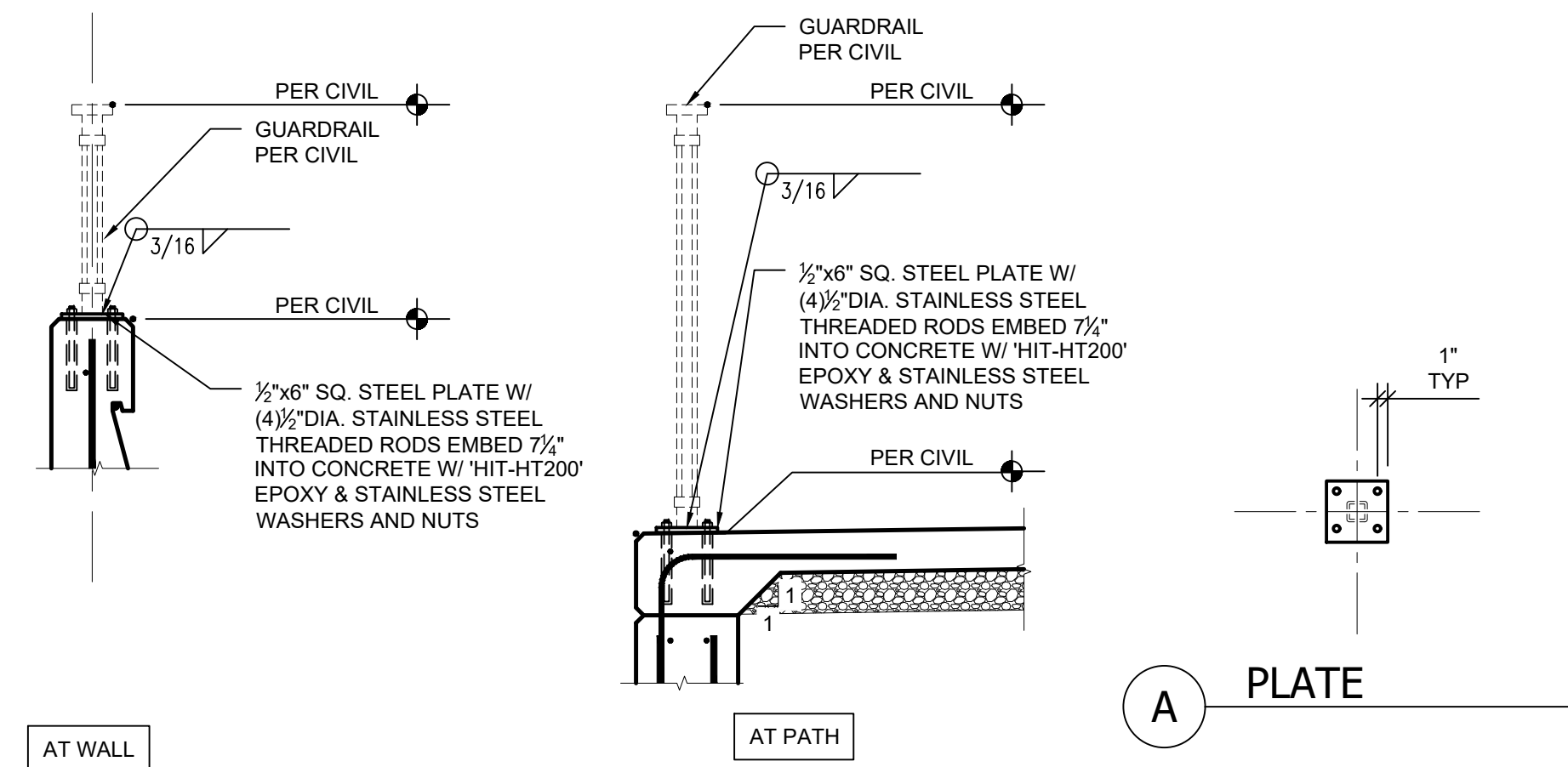
4 PATHWAY RETAINING WALL - ON SOUTHERN SIDE  
SCALE: 3/4" = 1'-0"



5 TYPICAL CONCRETE CAP  
SCALE: 3/4" = 1'-0"



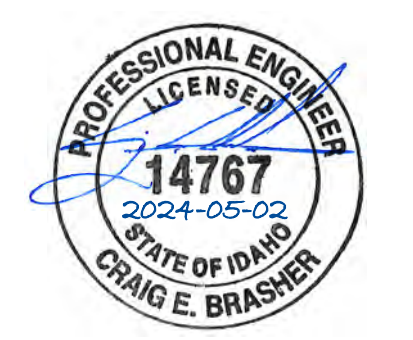
6 TYPICAL LIGHT RECESS  
SCALE: 1 1/2" = 1'-0"



7 TYPICAL GUARDRAIL ATTACHMENT  
SCALE: 3/4" = 1'-0"

Revisions

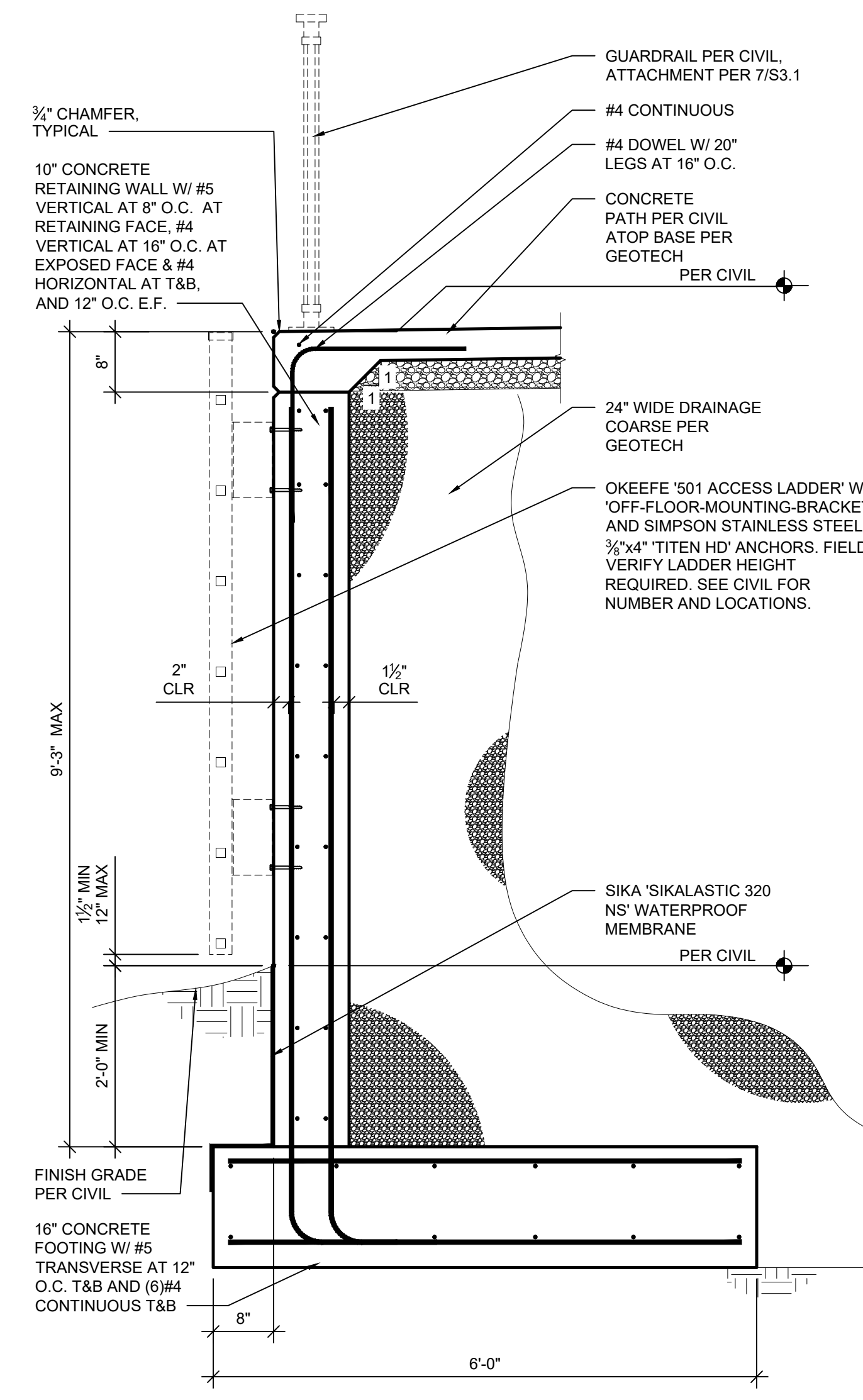
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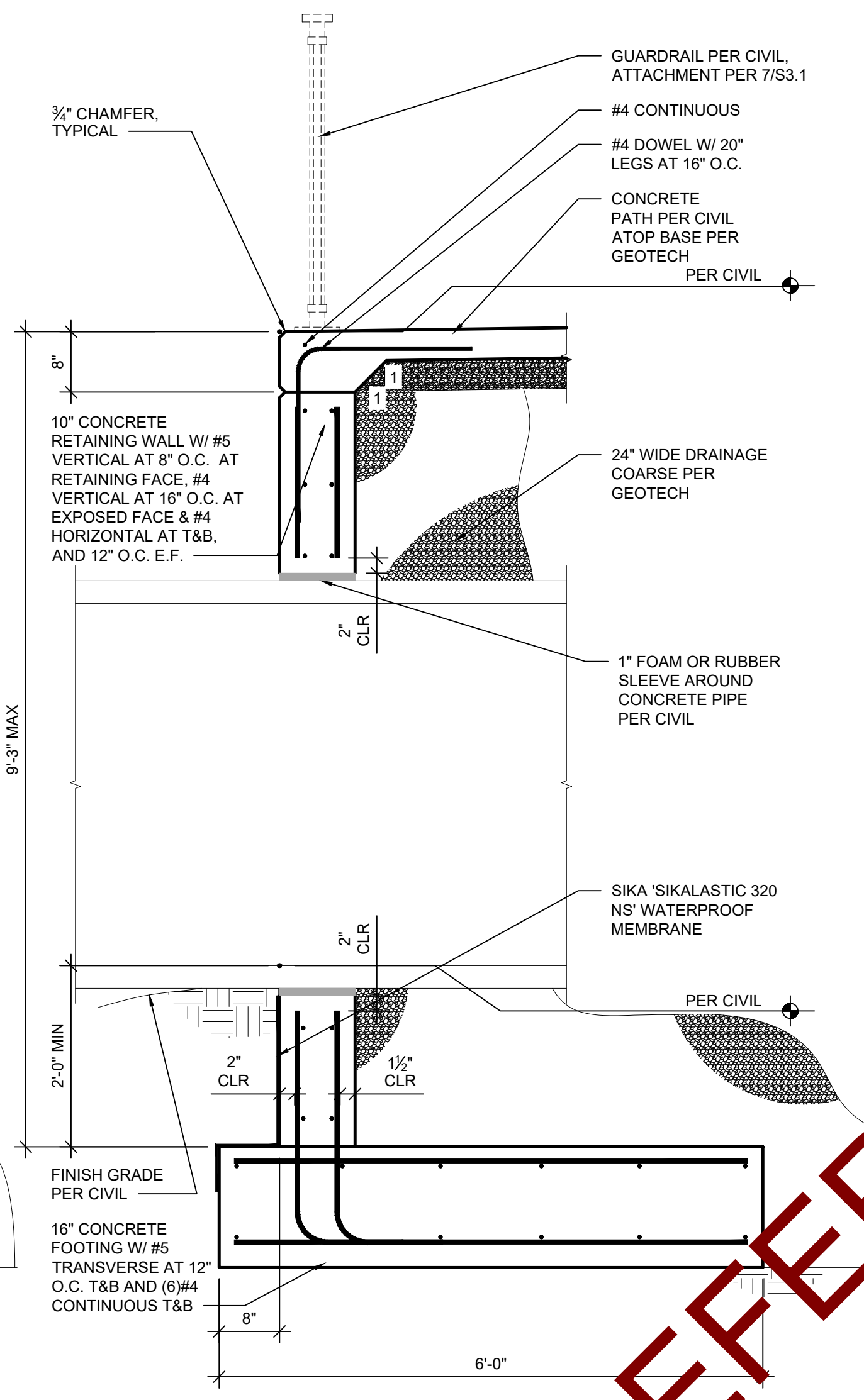
Project No.: 12212  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**MULTI-USE PATHWAY  
STRUCTURAL DETAILS**

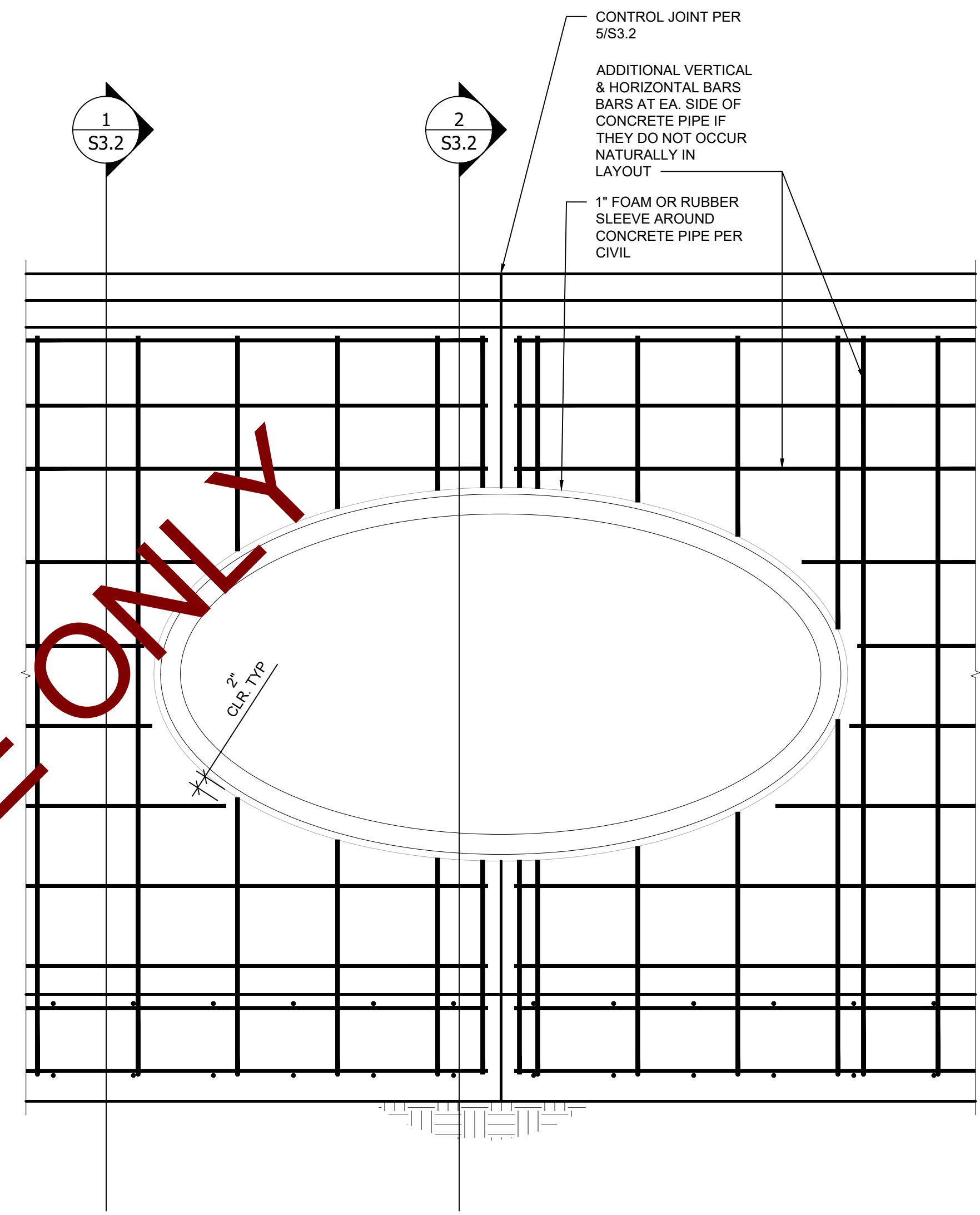
**S3.1**



**1** PATHWAY RETAINING WALL - NORTHERN SIDE  
SCALE: 3/4" = 1'-0"

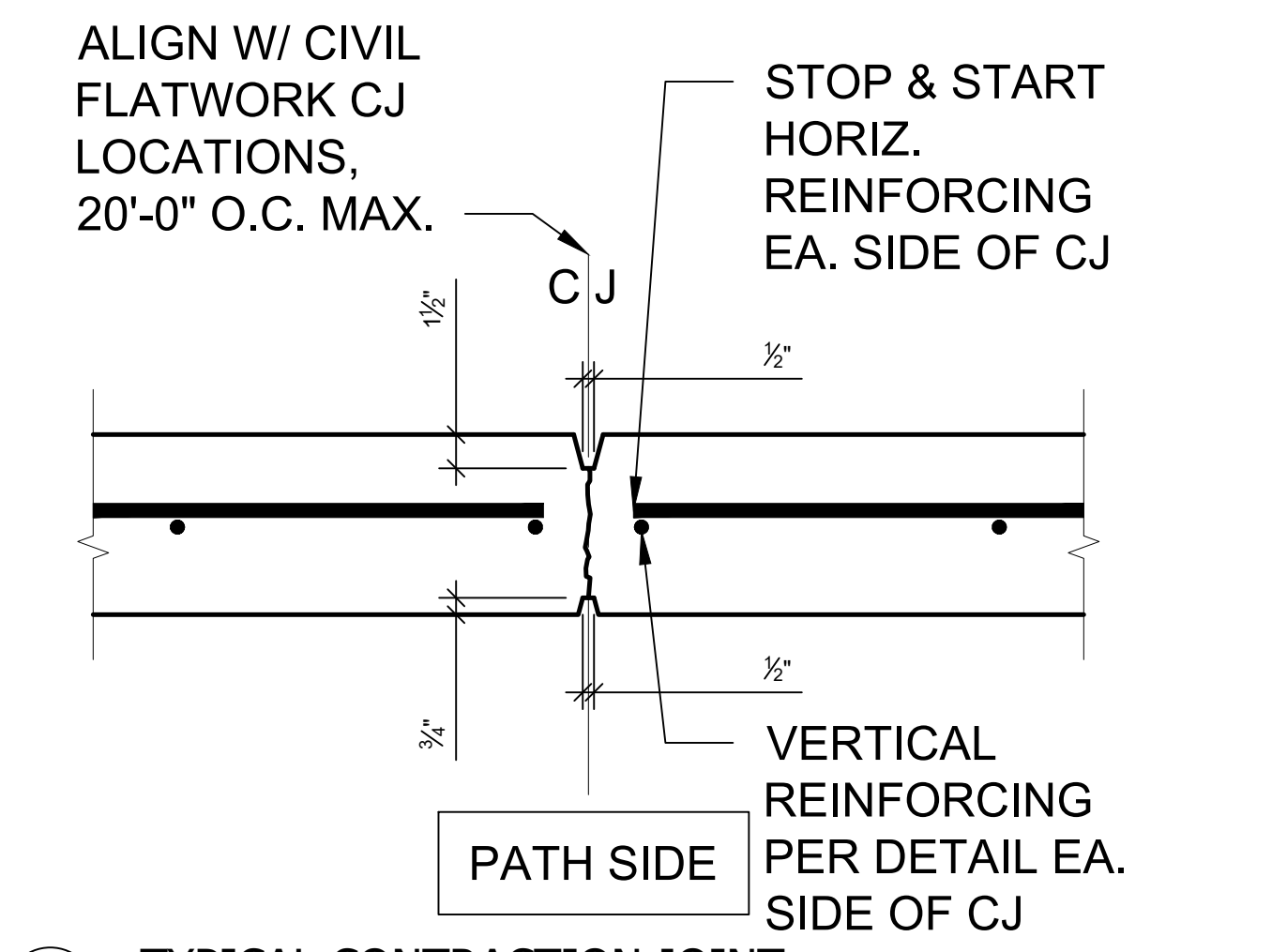


**2** PATHWAY RETAINING WALL - NORTHERN SIDE  
SCALE: 3/4" = 1'-0"

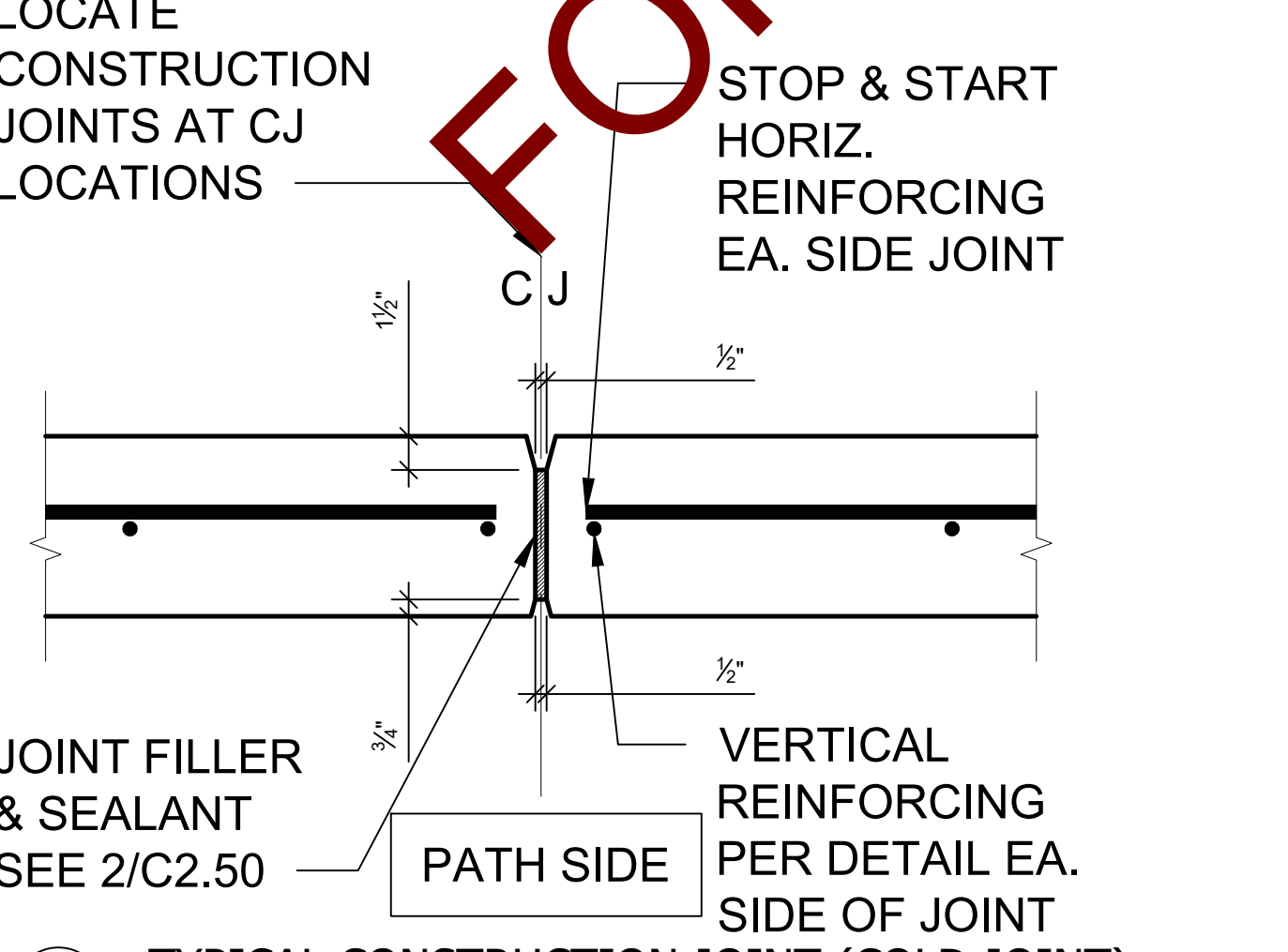


**3** CONCRETE PIPE PENETRATION - SKEWED ELEVATION  
SCALE: 3/4" = 1'

FOR REFERENCE ONLY



**5** TYPICAL CONTRACTION JOINT  
SCALE: 1 1/2" = 1'-0"



**6** TYPICAL CONSTRUCTION JOINT (COLD JOINT)  
SCALE: 1 1/2" = 1'-0"

Revisions
1.



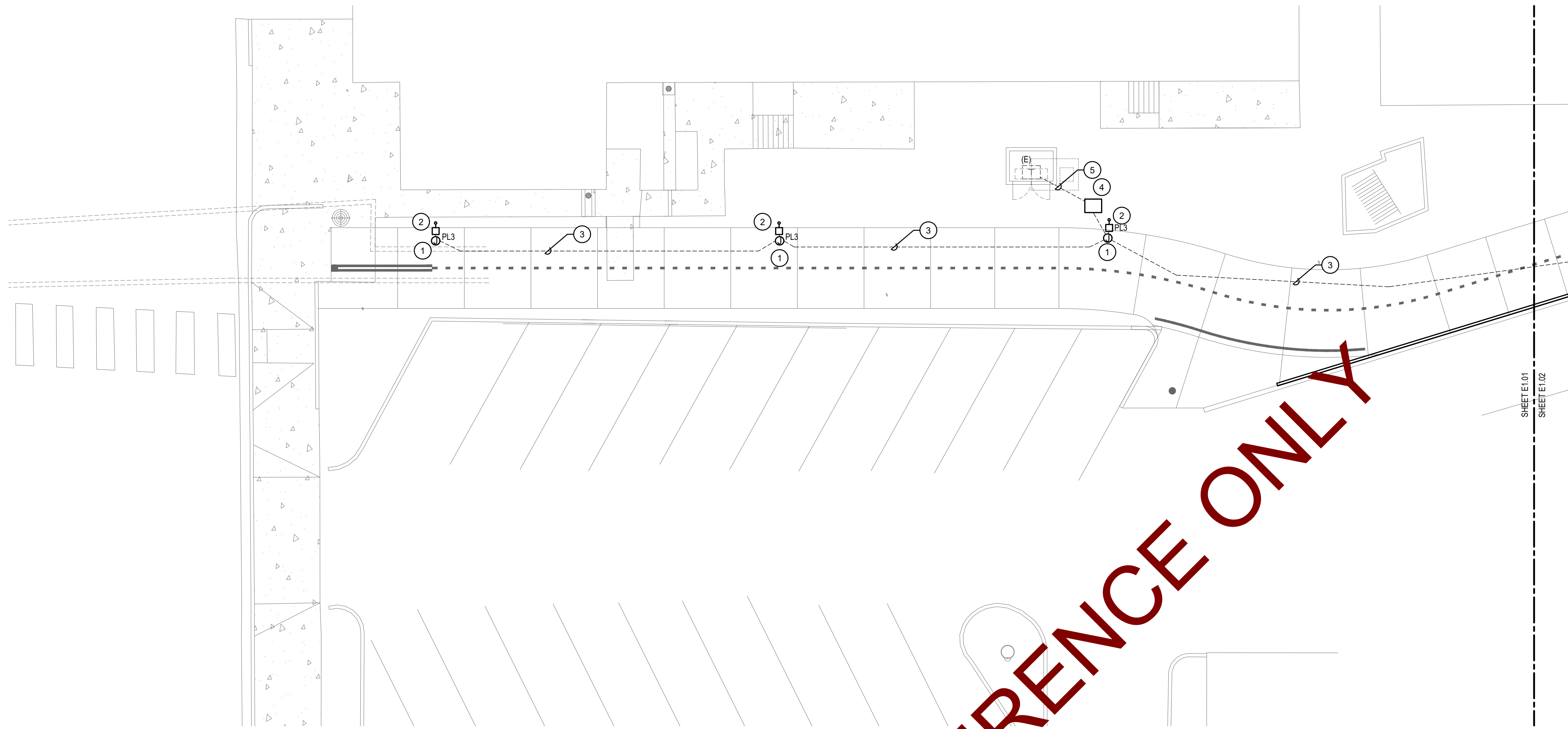
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**MULTI-USE PATHWAY STRUCTURAL DETAILS**





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Project No. 24-026



**KEYED NOTES:**

- # SYMBOL USED FOR NOTE CALLOUT.
- 1. PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 2. PROVIDE AND INSTALL NEW LIGHT FIXTURE, AND POLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
- 3. (1)2" CONDUITS FOR LIGHTING POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
- 4. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-4 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER, DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL, COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
- 5. PROVIDE NEW UNDERGROUND SERVICE FROM EXISTING TRANSFORMER TO NEW METERED UTILITY PEDESTAL. COORDINATE WITH IDAHO POWER COMPANY.

**ELECTRICAL PLAN STA 10+000 - STA 11+80**  
Horizontal Scale: 1" = 10'



FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions	
1.	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL PLAN  
STA 10+000 - STA  
11+80**

**E1.01**

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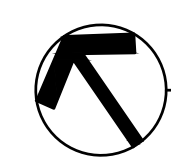
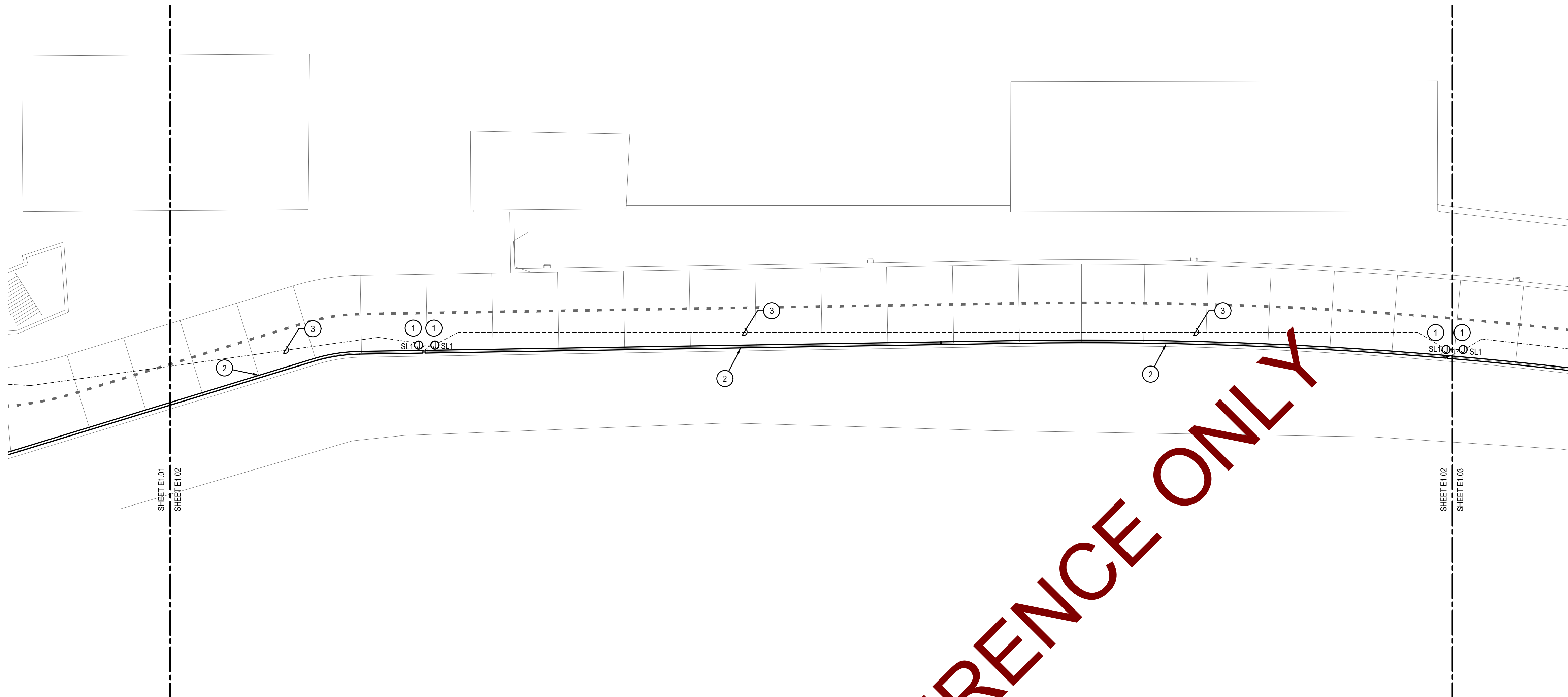


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208.384.0585  
www.musgrovepa.com  
OVER 40 YEARS OF EXCELLENCE  
Project No. 24-026



**KEYED NOTES:**

- # SYMBOL USED FOR NOTE CALLOUT.
- 1. IN GRADE TRANSFORMER WITH INTEGRATED BACK BOX FOR LINEAR FIXTURES. PROVIDE PULL BOX ADJACENT TO THE WALL BASE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 2. LINEAR LOW VOLTAGE LIGHT FIXTURE MOUNTED IN POURED RECESS OF WALL. COORDINATE WITH CIVIL AND ARCHITECTURAL DETAILS PRIOR TO ROUGH IN. INSTALL CONDUIT ROUTE FROM IN GRADE TRANSFORMER TO EACH SECTION OF LINEAR FIXTURE.
- 3. (1)2" CONDUITS FOR LIGHTING POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.



**ELECTRICAL PLAN STA 11+80 - STA 13+80**

Horizontal Scale: 1" = 10'



FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions

1.	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL PLAN**  
**STA 11+80 - STA**  
**13+80**

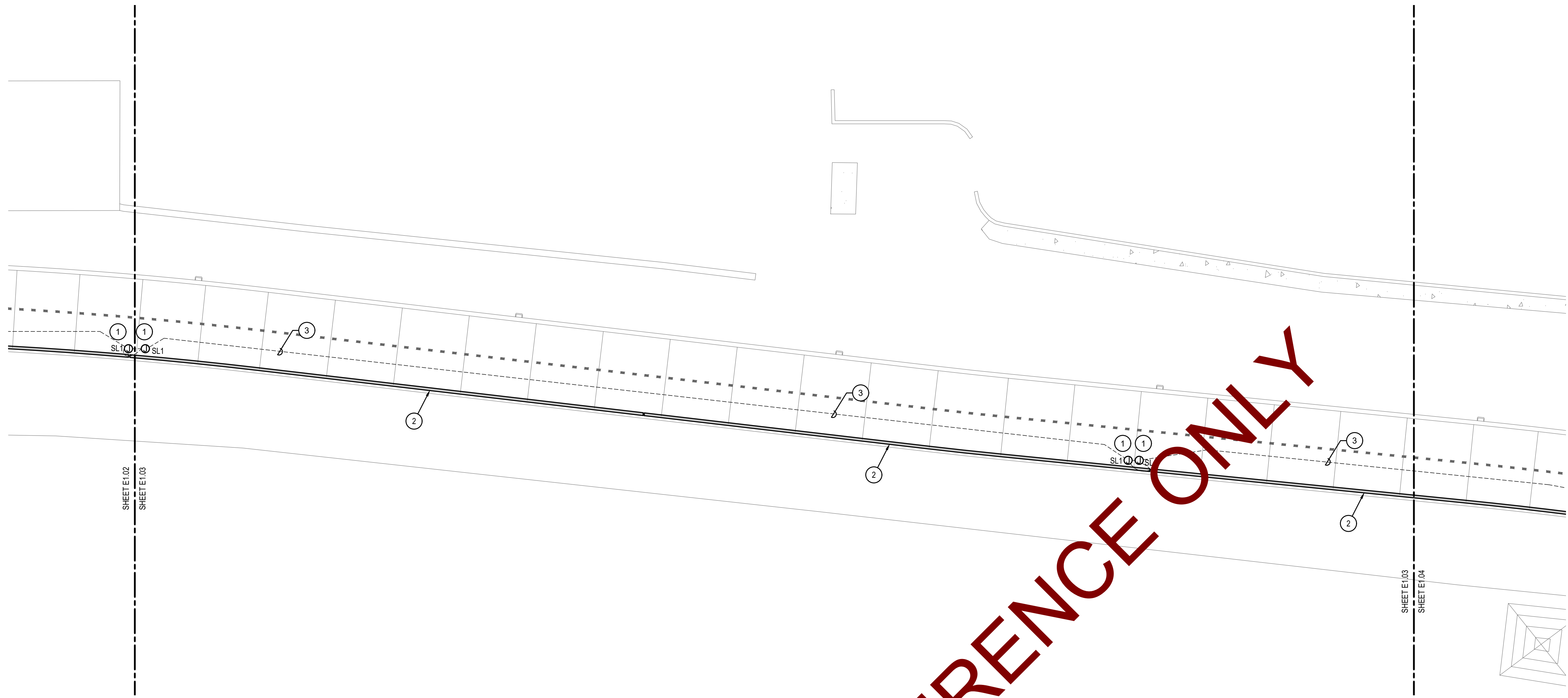
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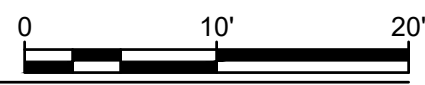
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- 3. (1)2" CONDUITS FOR LIGHTING POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.

 **ELECTRICAL PLAN STA 13+80 - STA 15+80**  
Horizontal Scale: 1" = 10'



**FOR REFERENCE ONLY**

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions

1.	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL PLAN  
STA 13+80 - STA  
15+80**

**E1.03**

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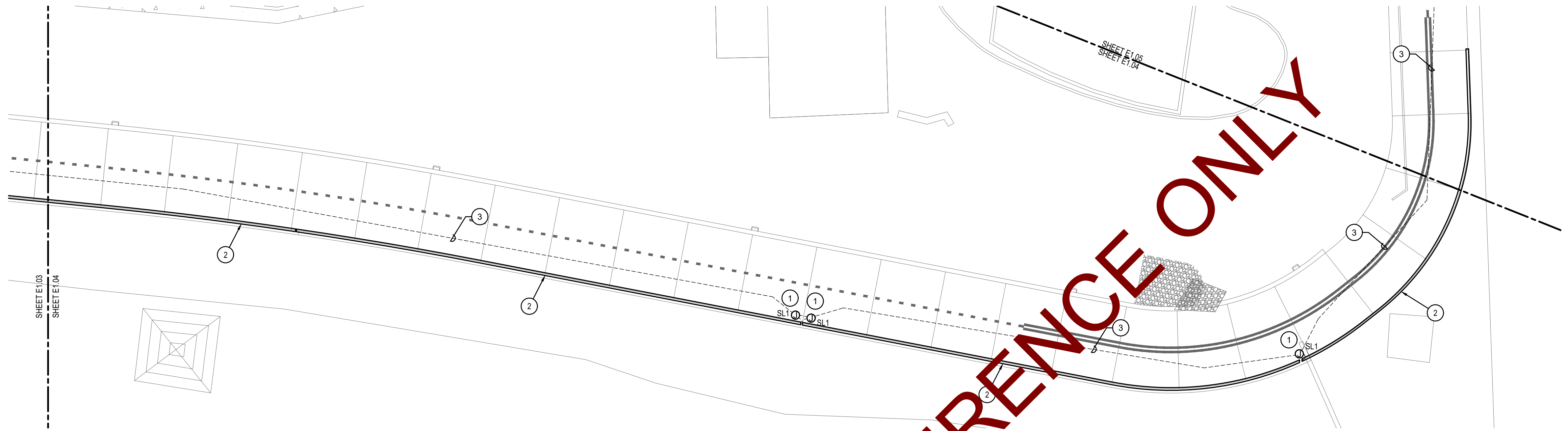


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- 3. (1)2" CONDUITS FOR LIGHTING POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.



**ELECTRICAL PLAN STA 15+80 - STA 18+00**  
Horizontal Scale: 1" = 10'

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions	
1.	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL PLAN**  
**STA 15+80 - STA**  
**18+00**

**E1.04**

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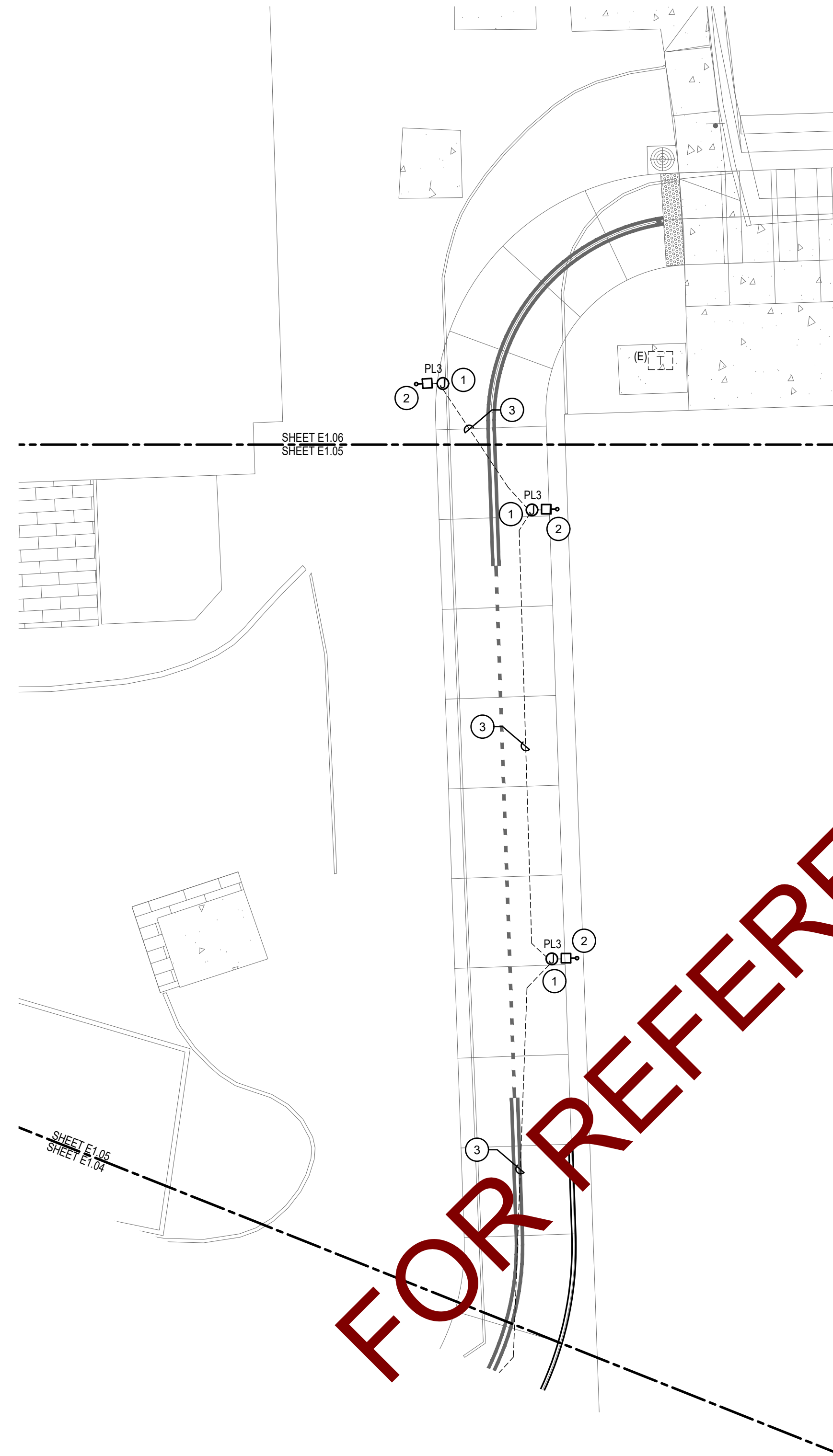


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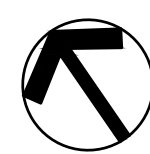


FOR REFERENCE ONLY

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
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Revisions	
1.	



**ELECTRICAL PLAN STA 18+00 - STA 19+00**

Horizontal Scale: 1" = 10'



Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL PLAN**  
**STA 18+00 - STA**  
**19+00**

**E1.05**

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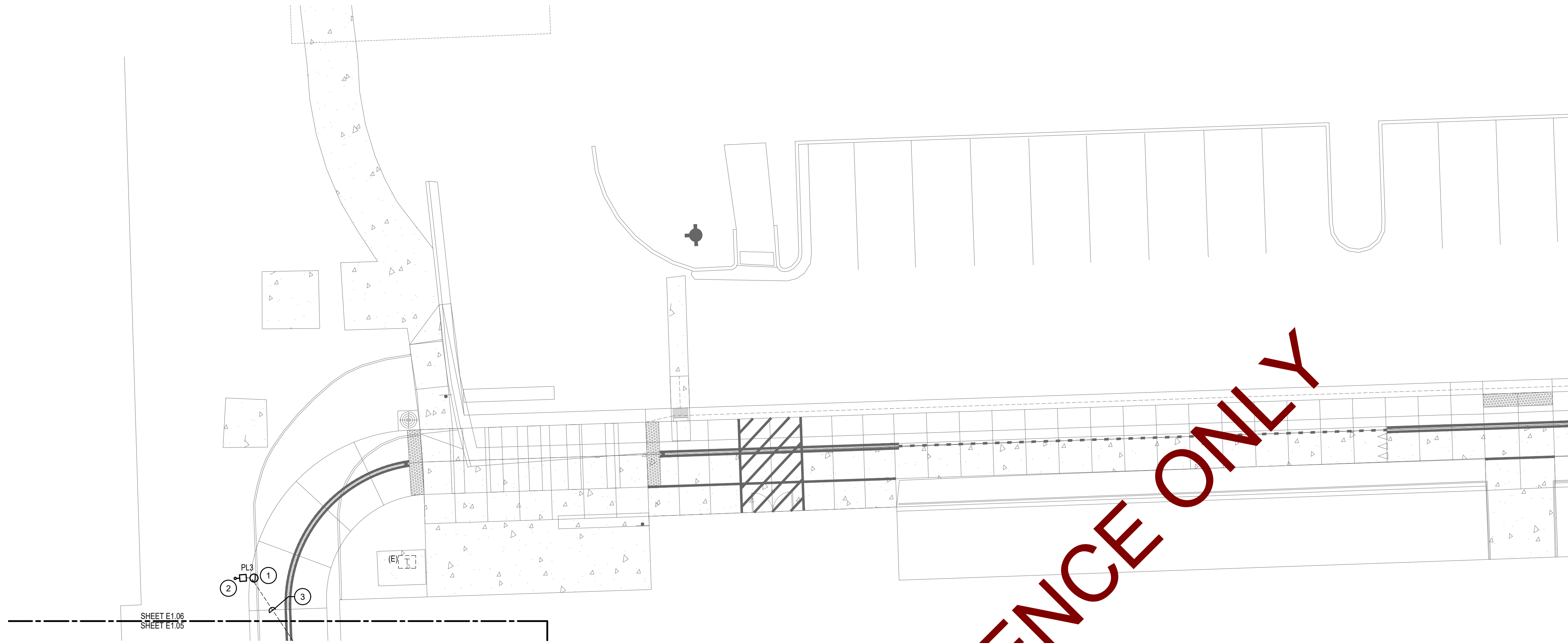
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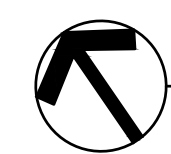
**KEYED NOTES:**

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2. PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
3. (1)2" CONDUITS FOR LIGHTING POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.

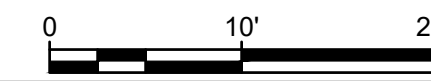


**FOR REFERENCE ONLY**



**ELECTRICAL PLAN STA 19+00 - STA 20+90**

Horizontal Scale: 1" = 10'



**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

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Revisions

1.	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

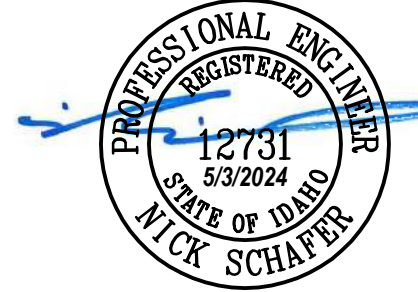
**ELECTRICAL PLAN**  
**STA 19+00 - STA**  
**20+90**

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## ELECTRICAL LEGEND - LIGHTING

REFERENCE FIXTURE SCHEDULE FOR MOUNTING TYPE, MOUNTING HEIGHT, AND FIXTURE TYPE.

- DOUBLE FACE EXIT SIGN, CEILING MOUNTED, PROVIDE UNSWITCHED CONDUCTOR.
- WALL MOUNTED DOUBLE FACE EXIT SIGN PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT +8'-0" UNO.
- SINGLE FACE EXIT SIGN, CEILING MOUNTED PROVIDE UNSWITCHED CONDUCTOR.
- WALL MOUNTED SINGLE FACE EXIT SIGN PROVIDE UNSWITCHED CONDUCTOR. MOUNT AT +8'-0" UNO.
- ARROW INDICATES DIRECTION TO BE SHOWN ON SIGN.
- 1'X1' LIGHT FIXTURE.
- 1'X1' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- TRACK LIGHT
- 1'X4' LIGHT FIXTURE.
- 1'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- 2'X4' LIGHT FIXTURE.
- 2'X4' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- 2'X2' LIGHT FIXTURE.
- 2'X2' LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.
- DIRECT/INDIRECT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- STRIP FLUORESCENT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH.
- STRIP FLUORESCENT LIGHT FIXTURE. SEE SCHEDULE FOR LENGTH. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- WALL MOUNTED LIGHT FIXTURE.
- WALL MOUNTED LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- RECESSED LIGHT FIXTURE
- RECESSED LIGHT FIXTURE, PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR.
- ROUND LIGHT FIXTURE
- ROUND EMERGENCY LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE.
- WALL MOUNTED EMERGENCY LIGHT FIXTURE.
- POLE LIGHT 1 HEAD WITH POLE
- TIME CLOCK
- PHOTO CONTROL CELL LOCATED 12" ABOVE ROOF FACING NORTH.
- OCCUPANCY SENSOR. PROVIDE RELAYS AND POWER PACKS AS REQUIRED
- LED DRIVER
- EMERGENCY EGRESS LIGHTING WITH OUT FIXTURE HEADS. CONNECT TO AN UNSWITCHED CONDUCTOR.
- EMERGENCY EGRESS LIGHTING. CONNECT TO AN UNSWITCHED CONDUCTOR.
- xxx INDICATES FIXTURE TYPE. REFER TO FIXTURE SCHEDULE.
- EXTERIOR WALL PACK
- EMERGENCY EXTERIOR WALL PACK. PROVIDE EMERGENCY BALLAST CONNECTED TO AN UNSWITCHED CONDUCTOR

## DEVICES

- SWITCH, TYPE AS INDICATED. +46" AFF
- DOUBLE POLE
- 3-WAY
- 4-WAY
- KEYED
- PILOT LIGHT
- DIMMER
- HORSEPOWER RATED
- THERMAL OVERLOAD
- LOW VOLTAGE
- OCCUPANCY SENSOR
- LOW VOLTAGE, MOMENTARY OVERRIDE
- VACANCY SENSOR
- SUPERSCRIPT INDICATES LIGHTS TO BE SWITCHED TOGETHER
- DUAL LEVEL SWITCHING, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.
- DUAL LEVEL SWITCHING WITH OCCUPANCY SENSOR, INSIDE AND OUTSIDE LAMPS OF FIXTURE TO BE SWITCHED SEPARATELY.
- SINGLE CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNT SINGLE CONVENIENCE OUTLET
- DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNT DUPLEX CONVENIENCE OUTLET
- EMERGENCY DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- SWITCHED DUPLEX CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNTED SWITCHED DUPLEX CONVENIENCE OUTLET
- FOURPLEX CONVENIENCE OUTLET, +18" AFF UNO
- FLOOR MOUNT FOURPLEX CONVENIENCE OUTLET
- CONNECTION POINT TO EQUIPMENT SPECIFIED, ELECTRICAL CONTRACTOR TO SUPPLY RACEWAY AND CONDUCTORS AND MAKE FINAL CONNECTION TO EQUIPMENT UNDER THIS SECTION, UNO
- FLOOR MOUNTED CONNECTION POINT, SEE NOTE ABOVE FOR REQUIREMENTS
- FLOOR MOUNTED JUNCTION BOX
- JUNCTION BOX
- WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO
- WALL MOUNTED PUSH BUTTON, HANDICAPPED MOUNT AT SWITCH HEIGHT UNO
- WALL MOUNTED PUSH BUTTON, MOUNT AT SWITCH HEIGHT UNO
- MOTOR STARTER/CONTACTOR, SIZE/POLES NEMA 1 UNO AS INDICATED
- COMBINATION STARTER AND DISCONNECT, SIZE/POLES, STARTER SIZE AS INDICATED, NEMA 1 UNO
- FUSED DISCONNECT SWITCH, SIZE/POLES, FUSE SIZES AS INDICATED, NEMA 1 UNO
- NON-FUSED DISCONNECT SIZE/ POLES AS INDICATED, NEMA 1 UNO
- THERMOSTAT, +46" AFF PROVIDE CONDUIT, J-BOX, CONDUCTORS AS REQUIRED TO CONTROL ASSOCIATED UNITS. UNO COORDINATE WITH DIVISION 15.
- POWER POLE - DUAL CHANNEL
- TRANSFORMER
- PANELBOARD. SEE SCHEDULE FOR TYPE.
- EQUIPMENT CABINET, SURFACE MOUNTED
- EQUIPMENT CABINET FLUSH MOUNTED
- SURFACE MULTI-OUTLET RACEWAY
- MECHANICAL EQUIPMENT CALL OUT
- KITCHEN EQUIPMENT CALLOUT

## ONE LINE

- DELTA WYE TRANSFORMER UNO
- PANEL BOARD, SEE SCHEDULE FOR TYPE AND SIZE
- CIRCUIT BREAKER, SIZE AND POLES INDICATED
- FUSE, SIZE AND TYPE INDICATED, PROVIDE FUSE FOR EACH POLE
- INTERRUPTER SWITCH, SIZE AND POLES INDICATED
- FUSED SWITCH, SIZE/POLES AND FUSE SIZE INDICATED
- DRAW OUT CIRCUIT BREAKER, SIZE AND POLES INDICATED
- INDIVIDUAL BREAKER WITH SHUNT TRIP, SIZE AND POLES INDICATED. NEMA 1 UNO
- INDIVIDUAL BREAKER, SIZE AND POLES INDICATED. NEMA 1 UNO
- GROUND FAULT PROTECTION
- TRANSIENT VOLTAGE SURGE SUPPRESSION
- ADJUSTABLE BREAKER SETTINGS (PER SPECIFICATIONS):  
L-LONG TIME  
S-SHORT TIME  
T-INSTANTANEOUS  
G-GROUND FAULT  
R-ENERGY REDUCING MAINTENANCE SWITCH WITH STATUS INDICATOR
- GROUND
- SHUNT TRIP COIL
- MOTOR
- DISCONNECT SWITCH, SIZE AND POLES INDICATED. NEMA 1 UNO
- OVERHEAD SERVICE DROP
- GENERATOR SET, MAIN BREAKER SIZE INDICATED
- AUTOMATIC TRANSFER SWITCH (ATS)
- METER AND BASE
- NEUTRAL
- TRANSFORMER
- PAD MOUNT TRANSFORMER

## ELECTRICAL ABBREVIATIONS

- AMPERES
- 6" ABOVE BACKSPLASH ABOVE FINISHED FLOOR
- ABOVE FINISHED GRADE
- AMPS INTERRUPTING CAPACITY
- AMP TRIP
- AMERICAN WIRE GAUGE
- CEILING MOUNTED CONDUIT
- CIRCUIT BREAKER
- COMPACT FLUORESCENT
- CIRCUIT
- CONDUIT ONLY, PROVIDE PULL-LINE
- CURRENT TRANSFORMER CONTROL
- DEMOLITION
- DEMOLITION DETAIL
- EMERGENCY EXISTING
- ELECTRICAL CONTRACTOR
- FUSE
- FUTURE
- GROUND
- GROUND FAULT CIRCUIT INTERRUPTER
- GROUND FAULT INTERRUPTER
- HAND HOLE
- HIGH INTENSITY DISCHARGE
- HEATING, VENTILATION, & AIR CONDITIONING
- IDAHO POWER COMPANY
- JUNCTION BOX
- KILO AMP
- KILO VOLT-AMP
- KILO WATT
- MAIN BREAKER
- MAIN CIRCUIT BREAKER
- MAIN LUGS ONLY
- MOUNTING
- NEUTRAL
- NEW
- NORMALLY CLOSED
- NATIONAL ELECTRICAL CODE
- NOT IN CONTRACT
- NORMALLY OPEN
- NOT TO SCALE
- OVERHEAD
- POLES
- PHOTO-CONTROL
- POLYVINYL CHLORIDE
- POWER
- REFERENCE
- RECEPTACLE
- RELOCATED
- SQUARE FEET
- TYPICAL
- UNDERGROUND
- UNDERGROUND SECONDARY BY IDAHO POWER CO. UNLESS NOTED OTHERWISE
- VOLT
- VOLT-AMPERE
- WATT
- WEATHER PROOF/NEMA 3R
- TRANSFORMER
- PROVIDED/ PROVIDE AND INSTALL / PROVIDED AND INSTALLED/ PROVIDE BY INSTALLED/ INSTALL
- NOTE: THIS IS A STANDARD LIST OF COMMONLY USED ELECTRICAL ABBREVIATIONS. SOME OF THE ABBREVIATIONS SHOWN ABOVE MAY NOT BE USED IN THIS DRAWING PACKAGE.

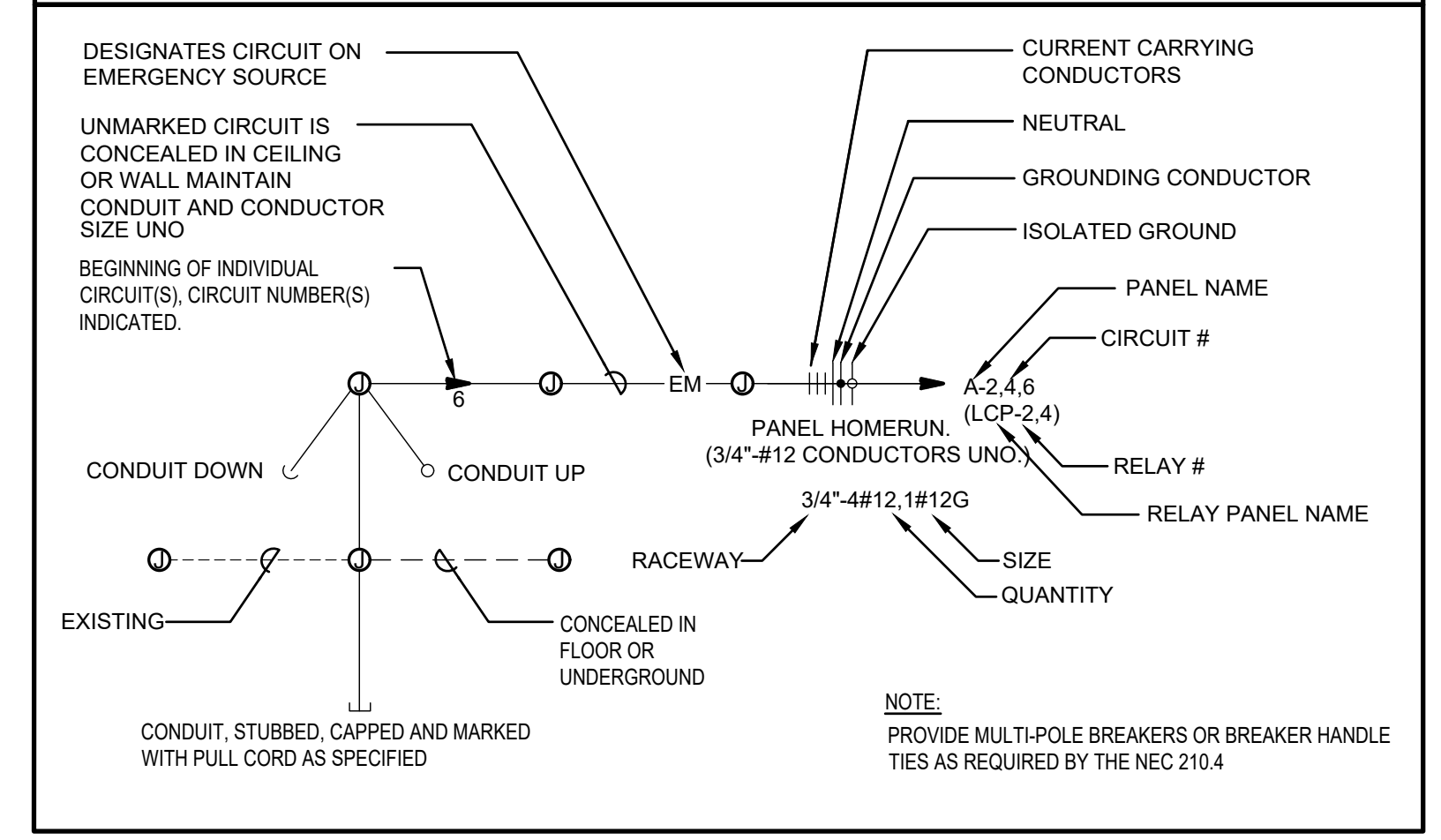
## ELECTRICAL GENERAL NOTES

- THESE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE; THEREFORE, THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL EQUIPMENT AND DEVICE LOCATIONS WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DIVISIONS PRIOR TO ROUGH-IN. REFER TO AND COORDINATE WITH ARCHITECTURAL, MECHANICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL WORK THAT IS REQUIRED BY THE ELECTRICAL CONTRACTOR.
  - ALL CONDUIT AND JUNCTION BOXES ARE TO BE CONCEALED UNLESS LOCATED WITHIN DEDICATED ELECTRICAL OR MECHANICAL ROOMS. USE OF SURFACE MOUNTED RACEWAYS IN ALL OTHER SPACES MUST BE APPROVED BY THE ARCHITECT FOR EACH LOCATION. WHERE SURFACE RACEWAYS ARE APPROVED, UTILIZE WIREMOLD, OR APPROVED EQUAL, SURFACE MOUNTED RACEWAYS PAINTED TO MATCH SURROUNDING WALLS.
  - REFER TO ARCHITECTURAL ELEVATIONS FOR OUTLET HEIGHTS WHERE THE SPECIFIC OUTLET HEIGHT IS NOT INDICATED. REFER TO THE ELECTRICAL LEGEND FOR THE DEFAULT OUTLET HEIGHT WHEN NOT INDICATED ON ELEVATIONS OR ON AT THE DEVICES.
  - PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.
  - TERMINATE ALL LOW-VOLTAGE CONDUITS WITH INSULATED THROAT BUSHING.
  - MECHANICAL EQUIPMENT INDICATED IS SHOWN IN AN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
- DEMO:
- THE ELECTRICAL DEMOLITION DRAWING(S) PROVIDED ARE INTENDED TO ASSIST THE ELECTRICAL CONTRACTOR IN ESTABLISHING AREAS REQUIRING DISCONNECTION, REMOVAL, OR RELOCATION OF ELECTRICAL EQUIPMENT, OUTLETS, WIRING, DEVICES, FIXTURES, ETC., AND MAY NOT INDICATE ALL DEVICES OR THE FULL EXTENT OF DEMOLITION AND RECONNECTION WHICH MAY BE REQUIRED. THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY EXAMINE ALL REQUIRED DEMOLITION WORK AND INCLUDE ALL LABOR AND INCIDENTALS THAT WILL BE NECESSARY TO PERFORM DEMOLITION RECONNECTION AND TEMPORARY POWER CONNECTIONS IN THE BID.
  - ALL ELECTRICAL DEVICES AND WALLS INDICATED ON THE ELECTRICAL DEMOLITION DRAWING(S) ARE TO REMAIN UNLESS OTHERWISE NOTED.

## Boise City Street Light Plan Review Requirements

- CONTRACTORS INSTALLING LIGHTING WILL BE REQUIRED TO CONTACT BOISE CITY PUBLIC WORKS INSPECTION SECTION 48 HOURS PRIOR TO SCHEDULE THE PRELIMINARY INSPECTION PRIOR TO PLACING CONCRETE OR COVERING CONDUITS. IN ADDITION, THE ELECTRICAL CONTRACTOR IS REQUIRED TO CALL 24 HOURS IN ADVANCE TO SCHEDULE A FINAL INSPECTION BY THE BOISE CITY PUBLIC WORKS INSPECTION SECTION AFTER ALL WORK HAS BEEN COMPLETED. ELECTRICAL CONTRACTOR MUST BE PRESENT AT FINAL INSPECTION (CALL 388-4725 TO SCHEDULE AN INSPECTION). FOR METERED SERVICES, AN ADDITIONAL INSPECTION IS REQUIRED BY THE ELECTRICAL INSPECTOR HAVING JURISDICTION AT THE PROJECTS LOCATION, BOISE CITY.
- DEVELOPER OR ELECTRICAL CONTRACTOR IS REQUIRED UPON COMPLETION OF ALL FINAL INSPECTIONS TO NOTIFY BOISE CITY PUBLIC WORKS STREET LIGHTING SECTION AT 208-388-4719 WHEN READY FOR POWER ENERGIZING TO NEWLY INSTALLED STREET LIGHTS WITH IN THE CITY LIMITS. PROVIDE THE CONTRACTOR'S NAME AND SUBDIVISION NAME.
- ALL STREET LIGHTS SHALL BE INSTALLED PER ISPMV, NEC CODES, ACHD CODES FOR WORKING WITH IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISPMV.
- DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES TO ANY STREET LIGHTING CIRCUITS. ANY AND ALL IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES SHALL BE CONNECTED DIRECTLY TO IDAHO POWER AT AN IDAHO POWER APPROVED LOCATION VIA A SEPARATE CONDUIT SYSTEM.
- UNDERGROUND WIRE SHALL BE #6 COPPER, AWG, THWN, 600 VOLT INSULATED (NO ALUMINUM WIRE.)
- ALL ELECTRICAL CONDUITS SHALL BE SCHEDULE 40, PVC, UL LABELED.
- A LOCATING WIRE IS REQUIRED IN ALL EMPTY PVC ELECTRICAL CONDUITS.
- FOR SERVICE CABINET INSTALLATIONS, AN ELECTRICAL PERMIT IS REQUIRED FROM BOISE CITY BUILDING DEPARTMENT.
- ALL NEW UNDERGROUND CONDUIT FOR ALL STREET LIGHTING BETWEEN PULL BOXES SHALL BE A MINIMUM OF (2)" CONDUITS. PROVIDE A MINIMUM (2)" CONDUITS BETWEEN PULL BOXES AND THE ADJACENT LIGHT POLE. 18" MAX INSTALLATION OFFSET BEHIND BACK OF SIDEWALK. ALL CONDUITS SHOWN ARE NEW.
- REFER TO HISTORICAL STREET LIGHT POLE DETAILS, METERED UTILITY PEDISTAL DETAIL AND THE BOISE CITY
- REFER TO SPECIFICATIONS AND STANDARDS ON SHEET EG-2 THROUGH EG-7.

## CIRCUITING SYMBOLS



**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions

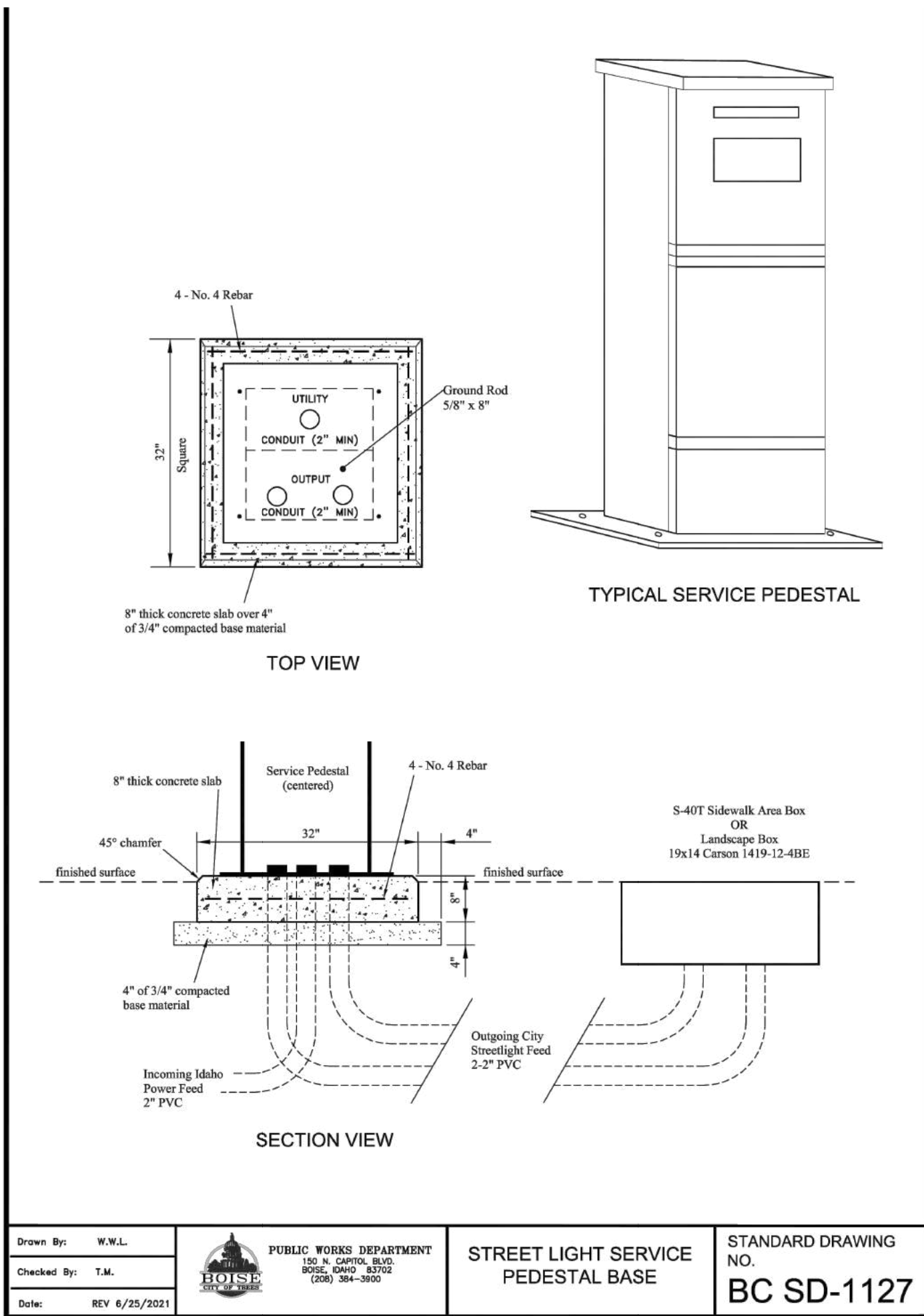
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Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

## ELECTRICAL COVER SHEET

**EG-1**

File Created: 01/08/2024 08:40:00 AM  
 User: jhewitt  
 User: jhewitt  
 Date: 01/08/2024 07:53 AM



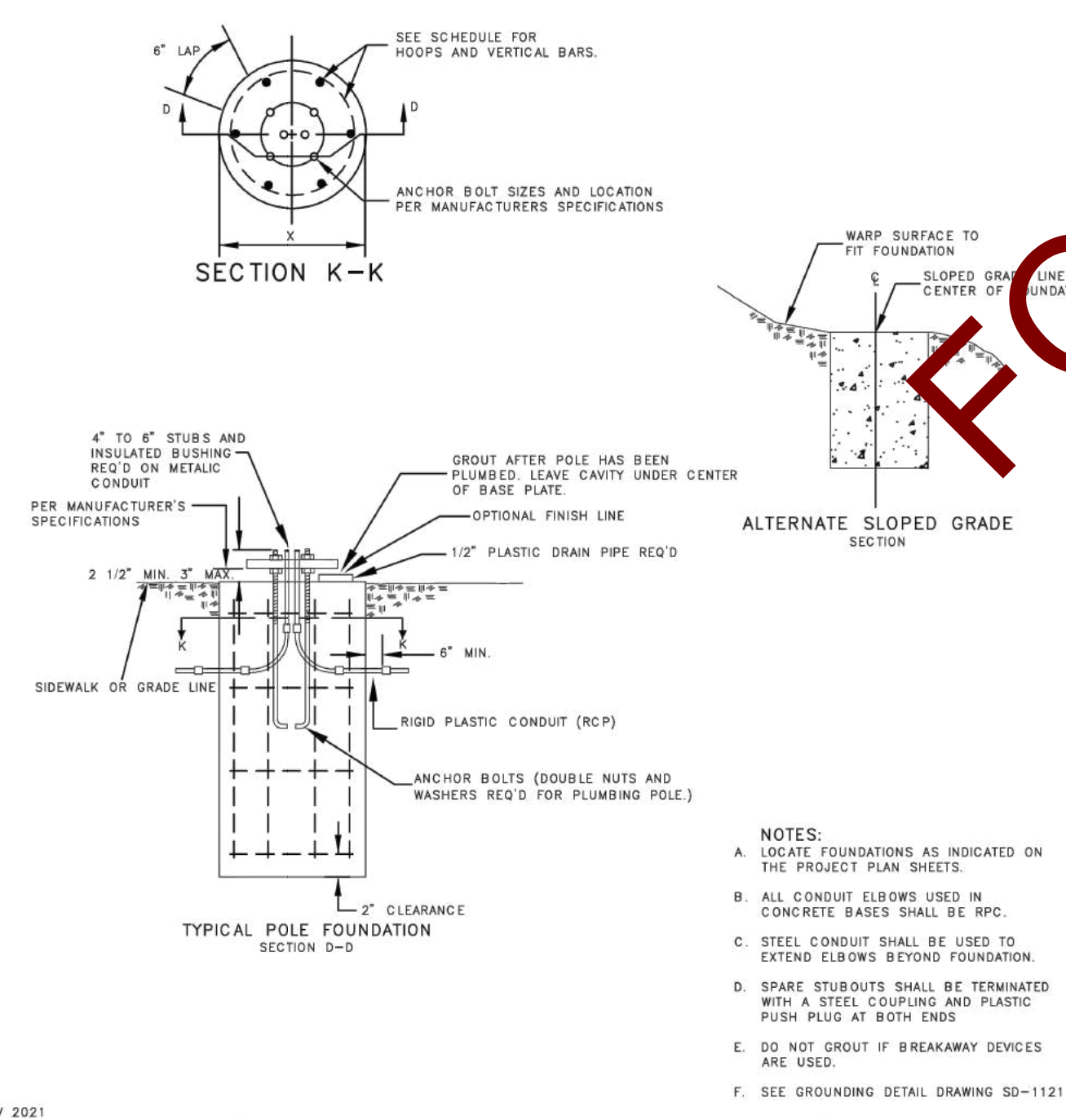
Drawn By: W.W.L.  
 Checked By: T.M.  
 Date: REV 6/25/2021

**PUBLIC WORKS DEPARTMENT**  
 100 N. CAPITOL BLVD.  
 BOISE, IDAHO 83725  
 (208) 384-3900

**STREET LIGHT SERVICE PEDESTAL BASE**

STANDARD DRAWING NO. **BC SD-1127**

POLE FOUNDATION SCHEDULE												
POLE TYPE	MT. HT.	WASTARM LENGTH	FOUNDATION TYPE	X	Y	HOOPS		DIAMETER	VERTICAL RODS	C.U. YDS. CONCRETE		
						NO.	SIZE				NO.	SIZE
PEDESTRIAN SIGNAL POLE	10'	-	A	2'-0"	5'-0"	4	#4	23'-0"	6 #4	28'-0"	6	
LIGHT POLE	25'-30'	ALL	A	2'-0"	5'-0"	4	#4	23'-0"	20"	6 #4	28'-0"	6
LIGHT POLE	35'	ALL	B	2'-6"	7'-0"	4	#4	29'-4"	26"	6 #6	40'-0"	1.3
LIGHT POLE	40'-50'	ALL	C	3'-0"	8'-0"	5	#4	44'-2"	32"	8 #6	61'-4"	2.4
SIGNAL POLE	-	20' - 45'	D	3'-0"	9'-0"	5	#4	44'-2"	-	8 #6	69'-4"	2.4
PED. PUSHBUTTON POLE	4'-0"	-	E	1'-6"	2'-6"	-	-	-	-	-	-	-
DUAL WASTARM SIGNAL POLE	-	ALL	F	3'-0"	12'-0"	8	#5	70'-8"	-	12 #6	140'	3.1
SIGNAL POLE	-	50' - 55'	F	3'-0"	12'-0"	8	#5	70'-8"	-	12 #6	140'	3.1
SIGNAL POLE	-	60' - 65'	G	3'-6"	14'-0"	8	#5	78'-10"	-	12 #6	166'	3.7



1 NOV 2021

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

**STANDARD SIGNAL POLE FOUNDATION DETAIL**

STANDARD DRAWING NO. **BC SD-1109**

www.cityofboise.org  
 tmarshall@cityofboise.org

P: 208-608-7526  
 F: 208-384-3905

**JUNCTION BOXES**  
 Effective May 18, 2017

Note: Junction boxes used at the service connections to Idaho Power must not have a metal lid.

**SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS**

Manufacturer	Use Locations	Part Number
Idaho Precast Concrete	Roadway, Driveway Sidewalk	S-40T ADA S-40T

**SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL**  
 (May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Sidewalks	Type H1324-18
Hubbell Pwr System	Sidewalks	PG1324HA00

**LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL**  
 (May be used for service connections to Idaho Power)

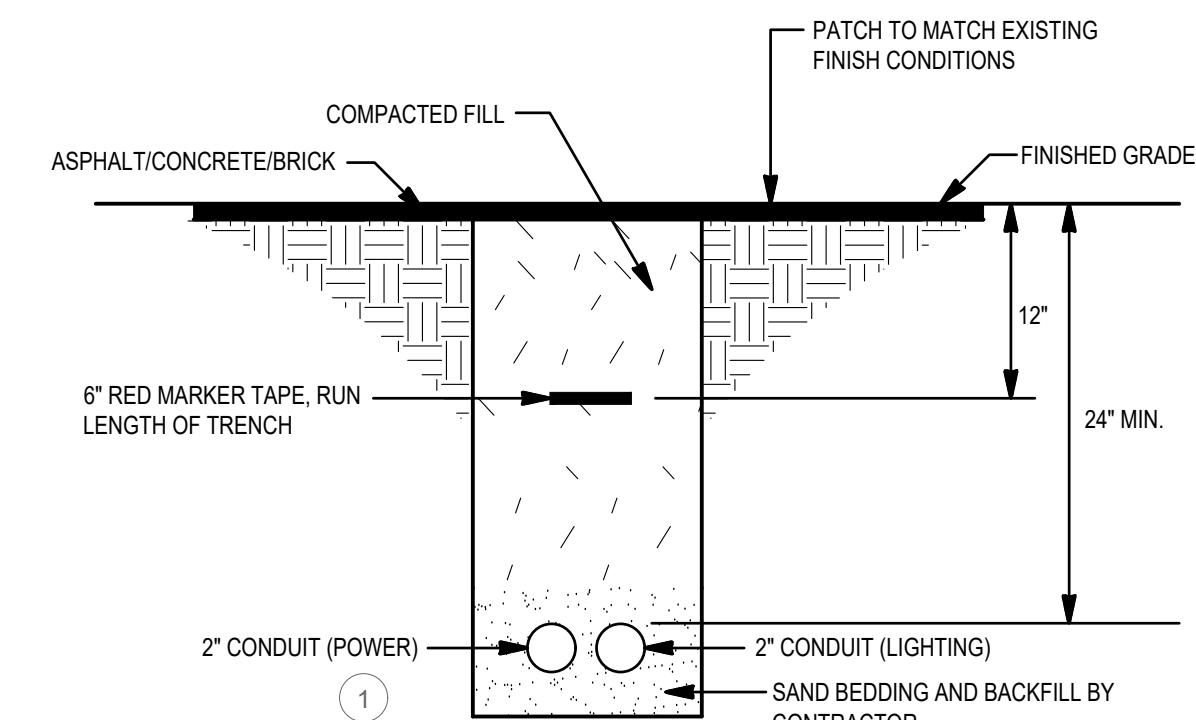
Manufacturer	Use Locations	Part Number
Carson Industries	Landscape Area (9" Round) Landscape Area (19" x 14")	Carson 910-10-4BE Carson 1419-12-4BE

**WIRE CONNECTORS FOR UNDERGROUND**

Manufacturer	Use Locations	Part Number
Carson Industries	Landscape Area (9" Round) Landscape Area (19" x 14")	Carson 910-10-4BE Carson 1419-12-4BE



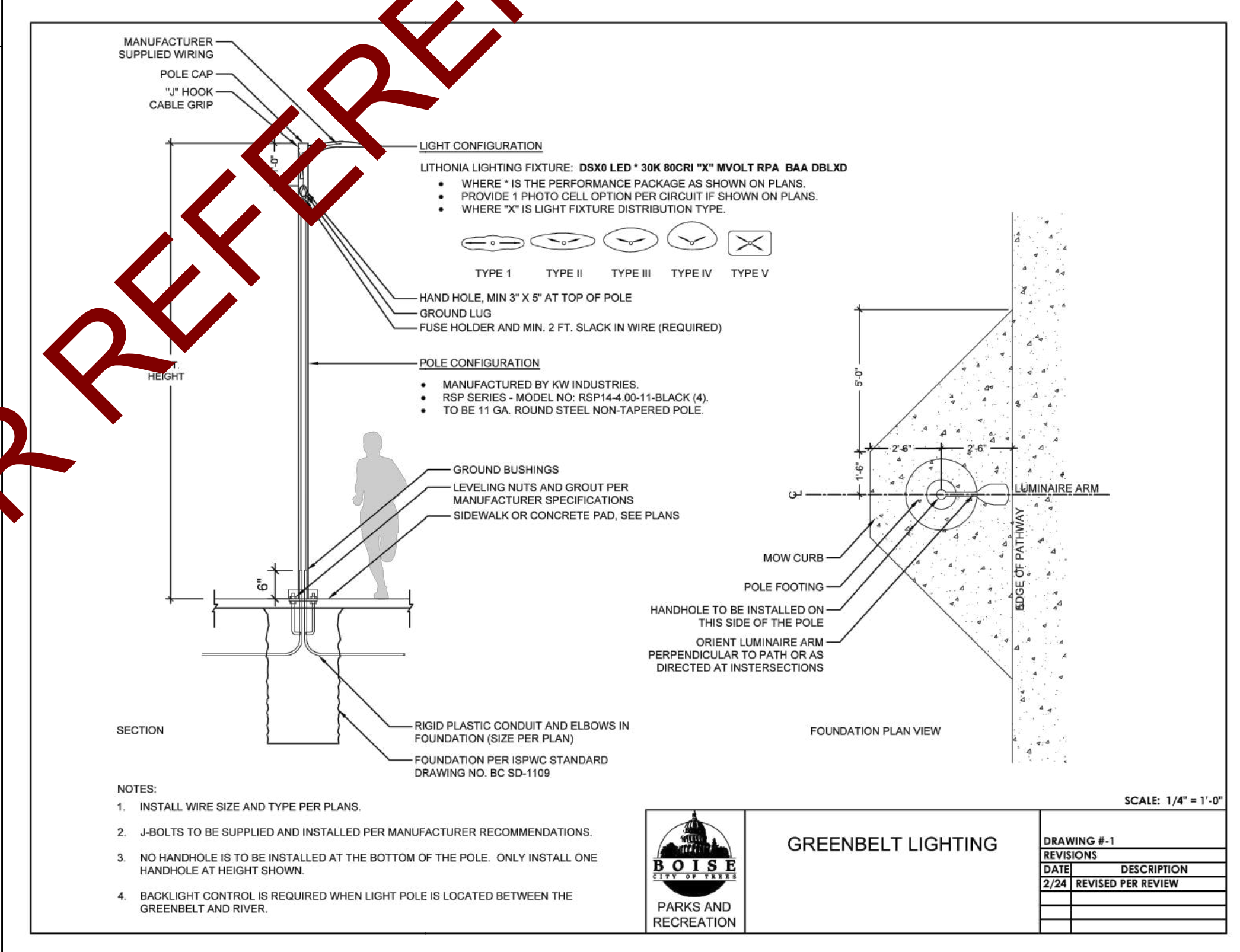
HOMAC USL 300



**DETAIL NOTES:**

- IF MULTIPLE CONDUITS SHARE TRENCH, PROVIDE SPACING BETWEEN CONDUITS. PROVIDE ZIP TIES, AND TIE ALL CONDUITS TOGETHER TO ENSURE STABILITY.

**1 SITE TRENCHING DETAIL**  
 NTS



**LIGHTING FIXTURE SCHEDULE (24-026)**

TYPE	DESCRIPTION	MTG.	LAMPS	WATTS	MFG. & CATALOG NUMBER	OR EQUAL BY	NOTES
PL3	BOISE PARKS AND REC GREEN BELT LIGHT STANDARD 15' POLE	16' POLE	LED 4736 LUMENS 30K	33W	LITHONIA DSX0-LED-P1-30K-80CRI-T2M-MVOLT-RPA-PIR-BAA-DBLXD POLE: KW RSP15-4.00-11-BLACK		
SL1	STRIP LIGHTING ALONG RETAINING WALL LED LIGHTING, AL EXTRUSION Q-VAULT FOR EACH DRIVER	RECESSED	LED 300LM/FT 40K	3W/FT	QTRAN SW24/3.0-WET-40-300/96-BW-BW-N/A-CL2-XX EXTRUSION: ARKA-ST-SST-DF-S1-XX VAULT: QVAULT-5-BZ-CR		

**LIGHTING FIXTURE SCHEDULE NOTES:**

**MUSGROVE ENGINEERING, P.A.**  
 234 S. Whisperwood Way  
 Boise, Idaho 83709  
 208.384.0585  
 www.musgrovepa.com  
 OVER 40 YEARS OF EXCELLENCE  
 Project No. 24-026

REGISTERED PROFESSIONAL ENGINEER  
 12731  
 5/3/2024  
 STATE OF IDAHO  
 NICK SCHAFFE

**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
 Boise, ID

Revisions


Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

**ELECTRICAL SPECIFICATIONS**

SECTION 16010 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
B. Provisions of this Section shall apply to all Sections of Division 16.
1.2 SCOPE OF WORK
A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in all Sections of Division 16 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation, including all accessories required for testing the system.

1.3 CODE COMPLIANCE

- A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to, the following:
1.Occupational Safety and Health Act Standards (OSHA)
2.NFPA #70 - National Electric Code (NEC)
3.ADA Standards - Americans with Disabilities Act
4.NS/IEEE C-2 - National Electrical Safety Code
5.NECA - Standard of Installation
6.International Building Code
7.International Fire Code
8.International Energy Conservation Code
9.NFPA #72 - Fire Code
10.NFPA #101 - Life Safety Code
11.All other applicable Federal, State and local laws and regulations.

- B. Work to be executed and inspected in accordance with local codes and ordinances. Permits, fees or charges for inspection or other services shall be paid for by the contractor. Local codes and ordinances are to be considered as minimum requirements and must be properly executed without expense to the owner; but do not relieve the contractor from work that exceeds minimum requirements.

1.4 CONDITIONS AT SITE

- A. Visit to site is recommended of all bidders prior to submission of bid. All will be held to have familiarized themselves with all disassemble conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
B. Lines of other service that are damaged as a result of this work shall be promptly repaired at no expense to the owner to the complete satisfaction of the owner.

1.5 DRAWINGS AND SPECIFICATIONS

- A. All drawings and all specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.
B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.
C. Change to location, type, function, brand name, finish, etc., shall not be made without permission of engineer.
D. Some equipment is specifically designated on the drawings. It is not the intent to sole source any item unless explicitly stated. Items have been specified based upon design requirements. All bidders are encouraged to submit products for approval. Prior approval must be obtained as required by these contract documents. Bids submitted with non-approved items will be considered invalid and bidders will be held to provide approved materials at no additional cost to the owner. Submittals include the engineer after award of contract on non-approved equipment will not be reviewed nor will they be returned.
E. Where conflicting direction is given within the specifications and drawings, the contractor shall include the most expensive option in the bid.

1.6 SAFETY AND IMMUNITY

- A. Safety: The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
B. No act, service, drawing review or construction review by the owner is intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site.

1.7 CONSTRUCTION OBSERVATION BY THE ENGINEER

- A. Prior to covering any major portion of the materials installed under this section, notify the engineer so that an observation can be made. Notification shall be made at least three (3) working days in advance of the date the items will be covered.

1.8 PROJECT COMPLETION

- A. Upon completion of all work and operational checks on all systems, the contractor shall request that a final construction observation be performed.
B. The engineer shall compile a punch list of items to be completed or corrected. The contractor shall notify the engineer upon completion of the items.

1.9 GUARANTEE

- A. All work under this section shall be guaranteed in writing to be free of defective work, materials, or parts for a period of one (1) year, except lamps which shall be guaranteed for ninety (90) days after final acceptance of the work under this contract or the period indicated under the Division 1 specifications whichever is longer.
B. Repair, revision or replacement of any and all defects, failure or inoperativeness shall be done by the contractor at no cost to the owner.

PART 2 - PRODUCTS

- 2.1 MATERIAL APPROVAL
A. The design, manufacturer and testing of electrical equipment and materials shall conform to or exceed latest applicable NEMA, IEEE or ANSI standards.
B. All materials must be new, unless noted otherwise, and UL listed. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, which laboratory shall be acceptable to the owner and code enforcing agency.
2.2 SHOP DRAWINGS AND MATERIALS LIST
A. Submit shop drawings and materials lists as specified for review. Seven (7) copies, unless noted otherwise under Division 1, of submittals shall be presented to the architect/engineer.

2.3 OPERATION AND MAINTENANCE MANUALS

- A. Submit four (4) sets, unless noted otherwise under Division 1, of the Operation and Maintenance Manuals of all Division 16 equipment to architect/engineer.

2.4 RECORD DRAWINGS

- A. Submit record drawings to owner.

2.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle materials in a manner to prevent damage.
B. Protect equipment from weather and dampness.

PART 3 - EXECUTION

- 3.1 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS
A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.

- B. Provide experienced foreman with a minimum of three years experience working on this type of building placed in charge of this work at all times.

3.2 COORDINATION

- A. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.
B. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without the authorization of the owner, shall be at contractor's risk and expense.
C. Contractors installing lighting will be required to contact Boise City Public Works Inspection Section 48 hours prior to the start of construction to receive a set of approved construction plans and to schedule the preliminary inspection prior to placing concrete or curing conduits. In addition, the electrical contractor is required to call 24 hours in advance to schedule a final inspection by the Boise City Public Works Inspection Section after all work has been completed. Electrical Contractor must be present at final inspection. (To schedule Public Works inspection, phone 388-4725.
D. Developer or electrical contractor is required upon completion of all final inspections to notify Boise City Public Works Street Lighting Section (388-4719) when ready for power energizing to newly installed street lights. Provide the contractor's name, subdivision name.
E. For design information or questions, contact Mike Hedge (208) 388-4719. All street lights shall be installed per NEC, ACHD codes for working within the public right-of-way, and Boise City Public Works street light standards.

3.3 MANUFACTURER'S INSTRUCTIONS

- A. All installations are to be made in accordance with manufacturer's recommendations. A copy of such recommendations shall at all times be kept in the job superintendent's office and shall be available to the engineer.
B. Follow manufacturer's instructions where they cover points not specifically indicated on drawings and specifications. If they are in conflict with the drawings and specifications obtain clarification from the engineer before starting work.

3.4 QUALITY ASSURANCE

- A. The contractor shall insure that all workmanship, all materials employed, all required equipment and the manner and method of installation conforms to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.
B. Provide quality assurance tests and operational check on all components of the electrical distribution system, all lighting fixtures, and special systems.

3.5 CUTTING AND PATCHING

- A. Perform all cutting and fittings required for work of this section in rough construction of the building.
B. All patching of finished construction of building shall be performed under the sections of specifications covering these materials.
C. No joists, beams, girders or columns shall be cut by any contractor without obtaining written permission from the architect/engineer.

END OF SECTION 16010

SECTION 16060 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SYSTEM DESCRIPTION

- A. Ground the electrical service system neutral at service entrance equipment to concrete encased electrode, metal underground water pipe, and effectively grounded metal frame of building.
B. Ground each separately-derived system neutral to nearest effectively grounded metal structural frame of building or point of service entrance ground.
C. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductors in raceways and cables, receptacle ground connectors, and plumbing systems.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Section 16120 - Conductors and Cables.
B. Material: Copper.
C. Equipment Grounding Conductors: Insulated with green-colored insulation. Where green insulation is not available, on larger sizes, black insulation shall be used and suitably identified with green tape at each junction box or device enclosure.
D. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
E. Bare Copper Conductors: Medium hard drawn copper conductor, stranded, sized as shown on the drawings.
F. Hardware: Bolts, nuts and washers shall be bronze, cadmium plated steel or other non-corrosive material, approved for the purpose.
G. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.2 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 457; listed for use for specific types, sizes, and combinations of conductors and connected items.
B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.
D. Below grade compression fittings: Thomas & Betts, Series 52000, 53000, and 54000 or equivalent.
E. Use connector and sealant approved for purpose on all below grade clamp or compression type connections.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, 5/8 inch diameter, minimum length five feet.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
B. In raceways, use insulated equipment grounding conductors.
C. Exothermic-Welded Connectors: Use for connections to structural steel and for underground connections.
D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
F. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.

3.2 EQUIPMENT GROUNDING CONDUCTORS

- A. Comply with NEC Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NEC are indicated.
B. Install equipment grounding conductors in all feeders and circuits.

- C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:
1.Feeders and branch circuits.
2.Lighting circuits.
3.Receptacle circuits.
D. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways bonded to outlet or equipment, sized per Section 250 of the NEC.
H. Provide green insulated ground conductor to exterior post light standards.

3.3INSTALLATION

- A. Ground Rods: Where indicated, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
1.Drive ground rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
2.Interconnect ground rods with grounding electrode conductors. Use exothermic welds, unless otherwise indicated. Make connections without exposing steel or damaging copper coating.
B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.
D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main water service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

3.4 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
1.Use electroplated or hot-in-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2.Make connections with clean, bare metal at points of contact.
3.Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4.Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5.Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values.

- F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 SYSTEM NEUTRAL GROUND

- A. Ground the neutral conductor of each transformer or generator to limit the maximum potential above ground due to normal operating voltage and limit the voltage level due to abnormal conditions.
B. Ground generators or transformers with secondary voltage 600 volt or less as follows:
1.3 phase, 4 wire Wye connected: ground neutral point
C. For transformers 75 kVA or smaller with primary voltage 480 volt or less the primary equipment ground conductor may be used for grounding the secondary neutral provided it is adequately sized in accordance with NEC system ground conductor size.

3.6 EQUIPMENT GROUND

- A. Ground non-current carrying metal parts of electrical equipment enclosures, transformer conductor raceways or cable trays to provide a low impedance path for line-to-ground fault current to safely dissipate and return to the source. Bond all non-current carrying metal parts together. Install a grounding conductor in each raceway system. Equipment grounding conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Equip grounding conductors per NEC 250 unless otherwise shown on the drawings.
B. Install metal raceway couplings, fittings, and connections to be grounded and tight to ensure good grounding continuity. Provide grounding conductors per NEC through all raceway and conduit systems.
C. Lighting fixtures shall be securely connected to equipment grounding conductors. Outdoor lighting standards shall have a factory installed ground lug for terminating the grounding conductor.
D. Motors shall be connected to equipment grounding conductors with a bolted solderless lug connection on the motor frame.
3.7 FIELD QUALITY CONTROL
A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
B. Test ground system per Section 16040.

END OF SECTION 16060

SECTION 16113 - UNDER SLAB AND UNDERGROUND ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes under slab conduits and related electrical work.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. All shall be provided with fittings and accessories approved for the purpose. Refer to Section 16130.
2.2 BARE COPPER GROUND CONDUCTOR
A. Medium hard drawn copper conductor, # 4/0 AWG stranded (unless otherwise noted).

PART 3 - EXECUTION

3.1 GENERAL

- A. Electrical system layouts indicated on the drawings are generally diagrammatic, but shall be followed as closely as actual construction and work of other trades will permit.

1.1 SECTION INCLUDES:

3.2 CONDUIT INSTALLATION

- A. Plastic conduit shall be installed on 2 inch sand base and covered by 2 inch sand back fill. Multiple runs shall maintain 3 inch minimum separation between runs. Plastic conduit shall not be installed in rock base.
B. Underground conduit entering building shall be provided with one 10 foot section of rigid steel conduit at point of penetration of foundation, footing or basement wall, with approximately equal lengths inside and outside building line. Ream the smaller inside diameter conduit smooth to prevent conductor damage.
C. Stagger conduit couplings by a minimum of 12 inches. All risers to grade shall be rigid steel.
D. All rigid steel conduits shall be encased in 3 inch minimum concrete envelope.
E. After completion of concrete encased duct bank, a 12 inch mandrel, ¼ inch less in diameter than a conduit, shall be pulled through each conduit.
F. Install 1/8 inch diameter pull line in each underground conduit.
G. Burial depths of conduits shall comply with the NEC (minimum).
H. Provide underground type plastic line markers: permanent, brightly colored, continuously printed plastic tape, intended for direct burial service, not less than 6 inches wide, reading "Caution Buried Electrical Line." Install continuous line markers located directly over buried line at 6 inches above top of conduit, during back filling operation.

3.3 CONCRETE DUCT BANK CONSTRUCTION

- A. Provide plastic spacers at maximum 5'-0" centers to maintain 3 inch spacing between conduits.
B. Drive two reinforcing bars to anchor the conduits at 10'-0" on centers to prevent floating during concrete pour.
C. Provide one warning tape (see 3.2.H. above) for each 12 inch width of concrete duct bank.

END OF SECTION 16113

SECTION 16140 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- W. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes receptacles, switches, and flush plates.
1.3 DEFINITIONS
A. GFCI: Ground-fault circuit interrupter.

1.4 SUBMITTALS

- A. Submit shop drawings and product data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
1.Wiring Devices:
a. Bryant Electric, Inc.
b. GE Company, GE Wiring Devices
c. Hubbell, Inc.; Wiring Devices Div.
d. Leviton Manufacturing Company, Inc.
e. Pass & Seymour, and Westinghouse Div.
f. Cooper Wiring Devices
g. As approved equal.
2.2 RECEPTACLES
A. GFCI: GFI receptacles: duplex convenience receptacle with integral ground fault current interrupter. White color.
2.3 WALL PLATES
A. Single and combination types match corresponding wiring devices.
1.Washerproof cover plate: White in use, gasketed, cast metal, hinged device covers.
2.Plate-Securing Screws: Metal with head color to match plate finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install devices and assemblies plumb and square.
B. Install wall plates when painting is complete.
E. Arrangement of Devices: Unless otherwise indicated, mount flush, vertically, with height as indicated.
F. Protect devices and assemblies during painting.
G. Install cover plates on switch, receptacle, and blank outlets.

3.2 IDENTIFICATION

- A. Receptacles: Identify pedestal and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on the outside of the face plate for receptacles and on the inside of the face plate for switches; utilize durable wire markers or tags within all outlet boxes. Labels shall be Brother ½" T2 tape, black ink on clear, extra-strength adhesive tape, with size 18 text or engineer approved equal. Use matching label printer.

3.3 CONNECTIONS

- A. Connect wiring device grounding terminal to outlet box with bonding jumper.
B. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.
C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.

3.4 FIELD QUALITY CONTROL

- A. Test wiring devices for proper polarity and ground continuity. Check each device to verify operation.
B. Test GFCI operation according to manufacturer's written instructions.
C. Replace damaged or defective components.

3.5 CLEANING

- A. Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION 16140

SECTION 16521 - STREET LIGHTING

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Materials and installation of street lights.

1.2 RELATED SECTIONS

- A. Section 301 - Trench Excavation.
B. Section 305 - Pipe Bedding.
C. Section 306 - Trench Backfill.
D. Section 307 - Street Cuts and Surface Repair.
E. Section 308 - Borng and Jacking.
F. Section 703 - Cast-in-Place Concrete.

1.3 REFERENCES

- A. National Electrical Code (NEC)
B. Idaho State Electrical Code.
C. City and Local Agency Codes.

1.4 SUBMITTALS

- A. Submit shop drawings and manufacturers' cut sheets for materials to be installed under this Section.
B. Submit manufacturer's certification that materials meet or exceed specified requirements.
C. Submit manufacturers' installation instructions and maintain copy at the jobsite.
D. Submit warranty for all supplied materials and workmanship for a period of one year from final acceptance. The warranty must state that the products supplied were free of defects and suitable for the uses set forth in the Specifications.

1.5 PROJECT RECORD DOCUMENTS

- A. Accurately record locations of all street lights and other encountered utilities in relation to existing permanent benchmarks.
B. Provide copy of record documents to owner prior to issuance of substantial completion. Show number and size of components installed, including field wiring diagrams.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store materials in accordance with the manufacturer's recommendations, to prevent shock, damage, or excessive exposure to sunlight and weather.

1.7 GENERAL REQUIREMENTS

- A. Contact local Utility Company for power location and installation requirements. All connections to a utility company facility shall be done by the utility.
B. No privately owned electrical systems, sprinkler irrigation systems, outlets, or area lighting will be allowed to connect to any public street light systems.

1.8 INSPECTIONS

- A. Street light installation inspections will be required for the concrete base reinforcing for poles with concrete basis.
B. Visual confirmation of the backfill compaction around the pole base.
C. The conduit trench installation shall be inspected for the depth of trench and verification of the bedding suitability and placement.
D. The final inspection shall be to verify the pole is installed plumb and that the wiring in the pole and junction boxes conform to these specifications.

PART 2 - MATERIALS

2.1 GENERAL

- A. All materials to have Underwriter Laboratories, Inc. seal of approval or meet the requirements of the National Electrical Manufacturers Association, as appropriate.
B. Conform with the National Electrical Code and meet all local codes and requirements of the connecting utility.

2.2 JUNCTION BOXES

- A. Junction boxes in driveways or roadways to be concrete with traffic rated lid.
B. Junction boxes in sidewalks and similar areas are to be concrete with steel lid.
C. Junction boxes in landscaped areas may be plastic or fiberglass.
D. All junction boxes to have a means to secure lid (i.e. bolt).
E. See Attachment A for approved products.

2.3 FUSE HOLDERS

- A. Insulated fuse holders (installed at the base of each metal or fiberglass pole), one per each hot line.
1.Fuses for Boise City installation shall be fast acting - 100k RMS Amps-600VAC.
2.Fuse Holder and Insulating Boot: In-line, waterproof, SEC Model 1791-DF or SEC Model 1791-SF or approved substitution.
B. Insulated fuse holders (in fused junction box), one per each hot line.
1.Fuses for Boise City installation shall be fast acting - 100k RMS Amps-600VAC.
2.Fuse Holder and Insulating Boot: In-line, waterproof, SEC Model 1791-DF or SEC Model 1791-SF or approved substitution.

2.4 CONDUCTOR

- A. Underground wire.
1.Minimum standard for fuse system to power source: No. 6 AWG copper, Type THWN - 600 volt, insulated.
2.Wires to be color-coded per NEC Code. Phase tape not acceptable.
B. Overhead Wire.
1.General: No. 6 AWG duplex with an ACSR neutral messenger.
2.Overhead installation only: Aluminum wire equivalent to copper wire will be allowed.

C. Pole wiring.

- 1.Between power source and the over-current protection source (located in the pole). Minimum No. 6 AWG THWN insulated copper wire.
2.Between over-current protection fuse and luminaire: Minimum No. 10 AWG THWN insulated copper wire.

2.5 CONDUIT

- A. Above Ground
1.Galvanized metal conduit: UL approved
2.Schedule 40 PVC conduit: UL approved, 1 inch minimum diameter (ground level to disconnect box), ¾ inch minimum diameter (disconnect box to luminaire).
B. Underground Conduit
1.Schedule 40 PVC conduit: UL approved, 1 inch minimum diameter.
2.Standard manufactured bends of no less than 45 degrees.
3.Loading wire only required for empty (spare) conduit.

2.6 PHOTOCELLS

- A. Photoelectric (PE) controls to be twist lock type base with a label to mark installed and removed dates.
B. Outdoor Lighting Photoelectric Controls (OLPC) to be of a solid state crystal sensing type with inverted turn-on and turn-off design. Designed to turn-on at 3.0 (FC) 32.3 lux ± 20%, turn-off value will be 50% of the turn-on value (1.6 (FC) 19.4 lux ± 20%). Designed to operate in 105 to 285 volt range. Output control relay to have a 45 second time delay to prevent false turn-off from momentary brightness. Output relay rated at 1800 VA, 15 amps for all HID lamps with a failsafe (fail-on) design. OLPC to have a built-in MOV for lightning and transient/surge protection. OLPC to have secondary zenier diodes and transient filters. Circuit board to be properly coated to prevent corrosion. OLPC cover to be made of clear (ANSI color coding of 105-285 voltage range) Hi-Impact Nylon plastic, UL approved break resistant and flame retarding material. OLPC window to be acrylic with proper UV stabilizers to prevent discoloration. OLPC to conform to all IES street lighting standards and the ANSI C 136. 10 specification for twist lock photo-control devices.

2.7 DISCONNECT BOXES (as required by governing agency)

- A. Boxes shall conform to National Electrical Code (NEC), Article 370-15.
B. Overload protective devices allowed under NEC, Article 240.
C. Grounded as allowed in NEC Article 250-81 through Article 250-155.
D. Disconnect boxes are only required for overhead wiring.

2.12 HISTORICAL POLES

- A. Historical style metal poles shall be true copies, approved by Boise City, Department of Public Works, of the original Old Boise Historical Pole. The new historical poles shall have the same surface texture and have the same Dark Green or Black Green color finish that matches the existing Historical poles in the Historical Lighting District. Metal poles shall have a powder coat finish in accordance with ASTM B-117.
B. Historical poles for the City of Boise shall be cast aluminum, in style and texture of the original Old Boise Historical Pole. Refer to Attachment A on sheet EG-3, and details on sheet E-9.
C. Color: To match existing poles, approved color mix for Valspar Anti-Rust gloss, oil enamel paint, base #4, #49437; mixture formula; 114-1Y29.44, 101-4Y42.9, 103-4Y14.55. Color designate for Antique is DGRG, for Continental it is RAL 6009.
D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:
1.Poles shall be supplied

CONTINUATION OF SECTION 16521 - STREET LIGHTING

- 3.3 WIRE OR CONDUCTORS
- A. Splice underground wire only by means of approved connectors.
  - B. Splice underground wire only at pole bases or junction boxes.
  - C. Coil an additional 27 to 36 inches of wire at each connection point with transformer or junction box.
  - D. Attach overhead wire to the pole top and bond to the pole ground.
  - E. For overhead installation: Attach to the top of the new pole a complete coil of wire, long enough to span the distance between the new light and the power connection point.

- 3.4 CONDUIT INSTALLATION
- A. Above Ground: All conduits required to be strapped, connected, or fastened to the pole at a minimum 5 feet interval.
  - B. Underground:
    - 1. Raceways: Separate conduits by minimum of 3 inches.
    - 2. Bedding: Surround conduit with a minimum of 3 inches clean sand.
    - 3. Bends: Use standard manufactured elbows, bends, or couplings.
    - 4. Kinking: Do not allow kinking or flattening of conduit, if bending, use greatest radius possible.
    - 5. Lacing wires only required for conduit in which the conductors are not installed in conjunction with the conduit.
    - 6. In landscaped areas: Minimum burial depth is 18 inches.
    - 7. In travel way: Minimum burial depth is 30 inches or the requirement of the NEC, whichever is greater.
    - 8. At installations where a street light is to be installed at a later date, seal ends of the conduit to prevent moisture and/or debris from entering.
    - 9. For historical street lights within the Capital City Development areas, an additional, parallel conduit shall be installed from the street light to the control cabinet to accommodate a separate circuit for the outlets on the poles.

- 3.5 PHOTO CELL INSTALLATION
- A. Mark date on every new or replacement installation.
  - B. Install to the manufacturer's recommendations.
  - C. Test Photoelectric Cell in the presence of the Engineer.

- 3.7 GROUNDING
- A. Drive an 8 foot, 5/8-inch iron or steel rod 7.5 feet into the ground next to the pole.
  - B. Attach No. 6 AWG bare copper wire fastened to the pole at 5 foot intervals from the ground rod to the disconnect box, mast arm, and fixture.
  - C. Grounding per NEC Article 250 and Standard Drawing SD-1121 - Grounding Details. Refer to details on sheet E-9, and City of Boise standard drawings BC SD-23 and BC SD-9.

- 3.8 CONCRETE POLE BASIS
- A. Excavate pole base foundations to neat lines where soil conditions permit.
  - B. Place metal reinforcement and anchors per the Standard Drawings SD-1109.
  - C. Engineer to observe reinforcement and anchors prior to placement of concrete. Provide 48 hours' notes.
  - D. Place and finish concrete per ISPWC Division 700.
  - E. Concrete forming will be constructed per ISPWC Division 700.
  - F. Base dimensions and installation details shall conform to Standard Drawings SD-1109, SD-1116 and SD-1117.
  - G. Place and compact required backfill per ISPWC Division 300, Section 306.

- 3.9 POLE INSTALLATION
- A. Excavate pole foundations to neat lines when soil conditions permit.
  - B. Refer to City of Boise standard drawing BC SD-23. Install metal poles in accordance with SD-11, SD-1109, SD-1116, SD-1117 and SD-1119.
  - C. Historical poles to be installed in accordance with standard drawings supplied by governing agency. Refer to City of Boise standard drawing BC SD-8 Historical Pole.
  - D. All poles shall be installed meeting the power company required clearances as shown on Standard Drawing SD-1112.
  - E. Street light connections to the power source shall be done by the power company.
  - F. Place and Compaction Requirements:
    - 1. Backfill voids within 6 inches of the pole with crushed aggregate conforming to Section 802, Type 1. Compact the backfill material to 95% maximum dry density. Use of sonotube forms to contain the imported material is acceptable, but is not required.
    - 2. Backfill other disturbed soils in accordance with Section 204. Compact the backfill material to 92% maximum dry density.
  - G. Set pole plumb and true, mast arm and fixture perpendicular to public roadway or as approved by the Engineer.
  - H. Install prefabricated base, if applicable, per manufacturer's recommendations.

- 3.10 LUMINAIRE INSTALLATION
- A. Install luminaire to manufacturer's recommendations.
  - B. Mark lamps with a month and year on the brass screw base to denote an installation date. See Standard Drawing SD-1120.
  - C. Test light in presence of the Engineer.

- 3.11 SERVICE PEDESTAL
- A. Service pedestal shall be installed in accordance with Standard Drawing SD-1127.
  - B. Service pedestal wiring shall conform to the wiring diagrams shown on Standard Drawings SD-1125 and SD-1126, as directed by the Engineer. Service pedestals connected to historical street lights shall conform to SD-1126 with an additional meter connected to the electrical outlet circuit. See Attachment A on sheet EG-3 for approved products.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Use the following unit price as designated on the Bid Schedule. If required and not listed in the Bid Schedule, the following Bid Items are to be considered incidental to other Bid Items.
- A. Street Light: Measurement and payment per each for the type and size of pole, mast arm and fixtures specified on the Contract Documents. Includes materials, labor, and equipment needed for the excavation, foundation, pole, internal pole wiring, wiring, conduit, mast arms, fixtures, junction boxes, disconnect boxes, fuses, luminaires, connections, cabinets, fittings, connections and all appurtenances not itemized in the Bid Schedule to produce a fully functional street light. Contractor to include in bid all permit costs and costs to install and initiate electrical service.
    - 1. Bid Schedule Payment Reference: 1102.4.1.A.1.
    - 2. Bid Schedule Description: Street Light Type \_\_\_\_\_ per each (EA).
  - B. Payment for relocation of an existing light pole per each, all materials to be reused at new location.
    - 1. Bid Schedule Payment Reference: 1102.4.1.B.1.
    - 2. Bid Schedule Description: Relocate Street Light Type \_\_\_\_\_ per each (EA).
  - C. Payment per each for installing a light pole as an intermediate line pole.
    - 1. Bid Schedule Payment Reference: 1102.4.1.C.1.
    - 2. Bid Schedule Description: Intermediate Pole Type \_\_\_\_\_ per each (EA).
  - D. Install Wire or Conductors: Measurement and payment on a per horizontal linear foot basis for type (underground or above ground) of the wire following the alignment of the wire provided and installed from the centerline of the pole to power source, including connections in accordance with the Contract Documents.

- 1. Bid Schedule Payment Reference: 1102.4.1.D.1.
- Bid Schedule Description: Wire/Conductor, Type \_\_\_\_\_, per linear foot (LF).
- E. Install Conduit: Measurement and payment on a per horizontal linear foot basis for size of conduit installed from the centerline of the pole to power source, including connections in accordance with the Contract Documents.
  - 1. Bid Schedule Payment Reference: 1102.4.1.E.1.
  - Bid Schedule Description: Conduit, Size \_\_\_\_\_, per linear foot (FT).
- F. Junction Box: Measurement and payment on a per each basis for providing and installing junction box as required by the Contract Documents.
  - 1. Bid Schedule Payment Reference: 1102.4.1.F.1.
  - Bid Schedule Description: Junction Box... per each (EA).
- G. Service Pedestal: Measurement and payment on a per each basis for a service pedestal provided and installed in accordance with the Contract Documents. Including the cabinet, base, foundation, wiring, breakers, switches and all other work and materials necessary for a complete installation.
  - 1. Bid Schedule Payment Reference: 1102.4.1.G.1.
  - Bid Schedule Description: Service Pedestal... per each (EA).

END OF SECTION 16521

SECTION 16800 - ELECTRICAL DEMOLITION AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes electrical demolition and repair. Work includes removal of obsolete wiring and electrical apparatus; relocation, reconnection or replacement of existing wiring affected by demolition or new construction; capping of concealed wiring abandoned due to demolition or new construction.

PART 2 - PRODUCTS

2.1 EQUIPMENT

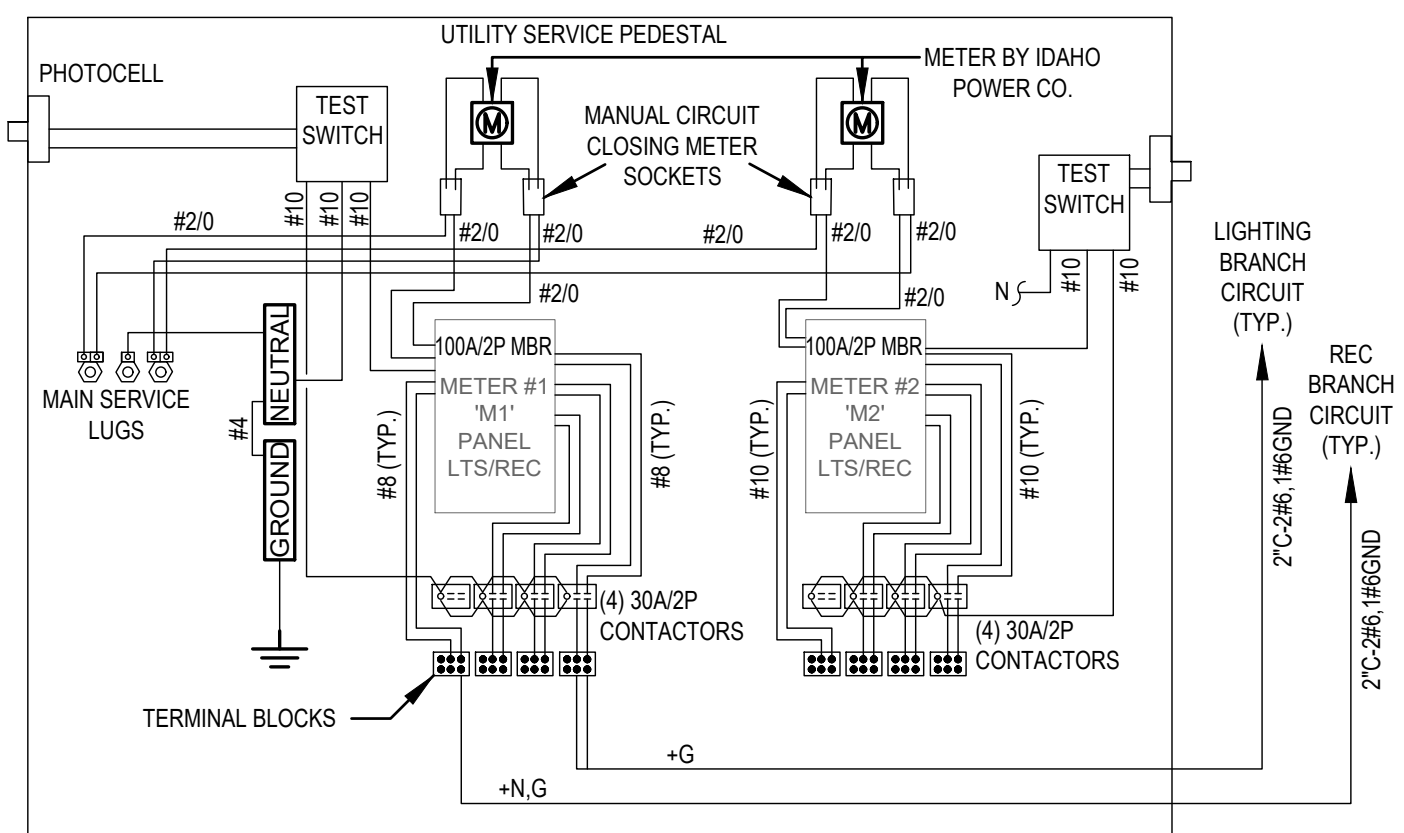
- A. Conductors and Cables: Refer to Section 16120 - Conductors and Cables.
- B. Raceways and Boxes: Refer to Section 16130 - Raceways and Boxes.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety. Completely remove all exposed traces, hardware, wiring and conduit systems to the source. All knockouts and holes shall be patched or plugged.
- C. Contractor may re-use existing straight conduit runs and factory bends for conduits 2" and larger, provided that they are not damaged in any way and are installed in accordance with Section 16130.
- D. Re-use of all other electrical apparatus and material is subject to approval by owner.
- E. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- F. Remove demolished material for recycling as directed by owner.
- G. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.
- H. Power outages shall be held to a minimum and coordinated with the owner. Contractor shall schedule outages during off-hours.

END OF SECTION 16800



GENERAL NOTES:

- A. IDENTIFICATION LABELS ARE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS TO READ: LIGHTING CIRCUIT NO. (SEE PLANS). POWER BRANCH BREAKER LABELS TO READ: POWER CIRCUIT NO. (SEE PLANS).
- B. SERVICE PEDESTAL TO BE NEMA TYPE '3R' FURNISHED WITH PADLOCK HASP.
- C. DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- D. PLUG-IN TYPE BREAKER TO BE USED ON "B" SERVICES. MAIN BREAKERS TO BE BOLT RETAINED.
- E. TERMINAL BLOCKS SHALL BE PRESSURE TYPE, AS REQUIRED FOR #8 THROUGH #2 AWG WIRE
- F. ALL SERVICES TO BE UL LABELED FOR MAXIMUM 200 AMP BUS RATING AND "APPROVED FOR SERVICE ENTRANCE EQUIPMENT."
- G. THE MAIN BREAKER LABEL TO BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS TO BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS TO BE ENGRAVED INTO THE STRIP SO AS TO PROVIDE WHITE LEGENDS ON THE REQUIRED BACKGROUND. THE LABELS TO BE PERMANENTLY ATTACHED TO THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS.
- H. BRANCH CIRCUIT BREAKERS, BRANCH CIRCUIT WIRE, AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE CONTRACTOR. M1:(1)15A/1, (3)20A/1, (3)30A/2. M2:(1)15A/1, (3)20A/1, (3)30A/2.
- I. ALL BUSSING TO BE 200 AMP RATED.
- J. WIRING TO BE THW/MTW 600V 90°C RATED

1 METERED UTILITY PEDESTAL DETAILS

FOR REFERENCE ONLY



BOISE CITY CANAL MULTI-USE PATHWAY  
Capital City Development Corporation

3rd Street - S Broadway Ave.  
Boise, ID

Revisions

Project No.: 122112  
 Date of Issuance: 05.03.2024  
 Project Milestone: Permit Set

ELECTRICAL SPECIFICATIONS

EG-4



**BOISE CITY  
STANDARD REVISIONS  
FOR ISPCW DIVISION 1102  
STREET LIGHTS**

**GENERAL INFORMATION**

All work shall conform to the requirements of the most current edition of the National Electrical Code, the Idaho Standards for Public Works Construction (ISPWC), and the Supplementary Conditions and these Standard Revisions. Contractor shall become familiar with these documents to ensure full understanding of the requirements of this Project. Failure to do so does not relieve the Contractor of the duties, obligations and responsibilities addressed within those documents.

The Idaho State Electrical Board has determined that all street lights are to be provided with an external fuse disconnect, in a junction box between the power source and the street light pole. See attached standard drawings for connection requirements.

Street light installations inspections will be required for the concrete base reinforcing, the trench depth and bedding, and for the pole. Contact City of Boise at 208-608-7526 for inspections, 48 hour notice required. Contractor shall notify the City when street light is ready for turn on.

Approved products for Boise City street light installations are on the city web page. Contact Boise street light staff to seek approval for any substitute products.

**REVISIONS TO THE STANDARD SPECIFICATIONS**

**SECTION 1102**

**STREET LIGHTING**

**PART 2 MATERIALS**

**2.2 JUNCTION BOXES**

2.2.A Replace with the following:  
Junction boxes in driveways or roadways are not allowed.

2.2.B Replace with the following:  
Junction boxes in sidewalks and similar areas to be concrete that has steel lid that bolts down with a 3/8" bolt. This lid must be bonded to the equipment grounding conductor with the use of a #6 compression lug.

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**2.12 HISTORICAL POLES**

Replace with the following:

A. Historical style metal poles shall be true copies, approved by Boise City, Department of Public Works, of the original Old Boise Historical Pole. The new historical poles shall have the same surface texture and have the same Dark Green (RAL 6009) color finish that matches the existing Historical poles in the Historical Lighting District. Metal poles shall have a powder coat finish in accordance with ASTM B-117.

B. Historical poles for the City of Boise shall be cast aluminum, in style and texture of the original Old Boise Historical Pole (see standard drawing BC SD-8). See City website for approved products.

C. Color: To match existing poles, approved color mix for Sherwin Williams DTM Acrylic Coating RAL 6009 Fir Green Order #0174795.

D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:

1. Poles shall be supplied with an GFCI receptacle with a metal bubble cover having the same color as the pole as shown on standard drawing BC SD-8.
2. Poles shall be supplied with a manufacturer's adaptor for installation of the approved banner arms and a banner arm. The adaptor or banner arm shall face the building or lot only.

2.13 BOLLARDS **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.14 PREFABRICATED BASES **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.15 SERVICE PEDESTAL

Add the following:

C. See Street Light Approved list on the city web page for approved products.

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**3.4 CONDUIT INSTALLATION**

B. Underground:  
Modify item 5 to read: Location wires only **required** to be installed inside the conduit in which the conductors are not installed.

Add the following item:

9. For historical street lights within the Capital City Development areas, an additional, parallel conduit shall be installed from the street light to the control cabinet to accommodate a separate circuit for the outlets on the poles.

3.6 DISCONNECT BOXES **NOT USED FOR BOISE CITY INSTALLATIONS.**

3.7 GROUNDING

Add to paragraph D. reference to City of Boise standard drawing BC SD-1117 and ISPWC Standard Drawings.

3.8 CONCRETE POLE BASES

In paragraph F., add reference to City of Boise standard drawing BC SD-9 Historical Pole base.

3.9 POLE INSTALLATION

In paragraph B., delete reference to wood and fiberglass poles.  
In paragraph C., add reference to City of Boise standard drawing BC SD-11.

**"C, H, T" - NOT USED FOR BOISE CITY INSTALLATIONS**

3.11 SERVICE PEDESTAL

Modify paragraph A: Service pedestals shall be installed in accordance with standard drawing BC SD-1127.

In paragraph B., Add the following sentence:

Service pedestals connected to historical street lights in the downtown core shall conform to SD-1126 with an additional meter connected to the electrical outlet circuit. Contact Public Works to verify if your locations will need to meet this requirement. See Street Light Approved list on the city web page for approved products.

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Add the following:

2.2.C Junction boxes in landscape areas may be plastic or fiberglass.

2.2.D All junction boxes to have a means to secure lid with 3/8" bolt.

2.2.E See city website for approved materials

2.2.F J-boxes used at the Idaho Power service connections may not use a metal lid.

**2.3 FUSE HOLDERS**

A.1. Add the following sentence.  
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

B.1. Add the following sentence.  
Fuses for Boise City installation shall be fast acting – 100k RMS Amps-600VAC.

**2.4 CONDUCTOR**

B.2 Add the following sentence.  
Phase "A" shall be colored Black, phase "B" shall be colored Red, and the receptacle conductors shall be in Blue and White.

D.2 Change # 8 AWG THWN insulated copper wire to # 10 AWG THWN or THWN-2 insulated copper wire

**2.7 DISCONNECT BOXES**

Add paragraph D

D. Disconnect boxes are only required for overhead wiring.

2.8 MAST ARMS FOR WOOD POLES **NOT USED FOR BOISE CITY INSTALLATIONS.**

2.9 WOOD POLES **NOT USED FOR BOISE CITY INSTALLATIONS.**

**2.10 METAL POLES**

In paragraph C, Direct burial poles are not allowed

Add the following paragraph:

F. Poles may be square, round or tapered round. Decorative poles are prohibited. Poles for decorative fixtures (approved by the City) are to be round. See Street Light Approved poles listed on the city web page.

2.11 FIBERGLASS POLES **NOT USED FOR BOISE CITY INSTALLATIONS**

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**2.16 LIGHT FIXTURES**

Replace paragraph A & D. with the following and add G.

A. Fixture light level as required by Boise City Public Works, class "A" Residential 4500 - 5500 lumen, and Class "B" Collector/General Roadway 9,500 – 11,500 lumens.

D. LED lighting color temperature for residential streets to arterial streets is 3000 K and for Arterial/Collector is 4000K.

G. Effective 1 October 2015, all fixtures installed shall be labeled with the fixture wattage using a label meeting ANSI C136.15-2011 using the large type. If the manufacturer does not supply the ANSI label then the installer shall mark the fixture with the fixture wattage using black labels with white numbering a minimum of 1.5 inches wide and 2.5 inches high on the bottom of the fixture visible from the ground. If there is not a flat surface on the bottom of the fixture, the wattage label shall be placed on a post just below the fixture. See examples below. The only exception to this requirement shall be the City of Boise Historical Pole and Fixture. It will not require any wattage label.



**PART 3 WORKMANSHIP**

**3.2 JUNCTION BOX INSTALLTION**

Modify paragraph D: Do not install in any driveway or roadway.

**3.3 WIRE OR CONDUCTORS**

Modify paragraph B and add paragraph F.

B. Splice underground wire only at junction boxes adjacent to pole bases.

F. For all street lighting installations within the City of Boise the only approved connectors for # 6 or larger wire shall be a split-bolt type connector for ground wires. Waterproof connectors from the Street Light Approved list on the city web page for all other conductors.

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**ADDITIONAL CITY OF BOISE STANDARD DRAWINGS ATTACHED**

**BC SD-8 HISTORICAL POLE DETAIL**

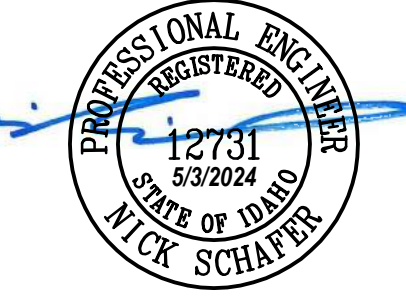
**BC SD-9 HISTORICAL POLE BASE DETAIL**

**BC SD-11 HISTORICAL STREET LIGHT PLACEMENT**

**BC SD-1127 STREET LIGHT SERVICE PEDESTAL BASE**

**EXAMPLE OF THE ANSI C136.15-2011 LED WATTAGE LABEL**

Boise STD REV to ISPWC 2020 00820 - 6 07/15/2021



**BOISE CITY CANAL MULTI-USE PATHWAY**  
**Capital City Development Corporation**

3rd Street - S Broadway Ave.  
Boise, ID

Revisions	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

**ELECTRICAL  
SPECIFICATIONS**

**EG-5**

File created: 01/16/2024 08:40:00 AM  
Last Modified: 01/16/2024 08:40:00 AM  
User: jsmith

CITY OF BOISE SPECIFICATIONS FOR  
LIGHT EMITTING DIODE (LED) STREET LIGHTING  
Effective 1 Feb, 2019

1. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR ROADWAY TYPE 3 ILLUMINATION

A. Testing and Compliance / Manufacturer

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility or manufacturer must provide a copy of company workmanship standards and or quality control manual.
- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.

B. Fixture Construction

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weight more than 44 lbs. when fully assembled.
- Design will not trap water.
- When installed, simple access to internal components; (terminal block, driver surge protector). Approved fixtures for installation are on the street light approved fixture and materials listing on the City of Boise website.
- Provisions for a 2 or 4-bolt slip fitter type mounting on nominal 2-inch (2 3/8 OD) pipe brackets. Slip fitter mount shall allow 4 inches of the pole bracket to be inserted

in the luminaire mounting assembly.

- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.
- Fixture will have a completely sealed optical system with an IP rating of 65 or greater.
- Fixture to have NEMA Photocontrol receptacle for either NEMA shorting cap or NEMA photo cell.
- Fixture shall provide a type 3 light distribution pattern.

C. Electrical Requirements

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).
- The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- A terminal block for terminating pole wiring to the luminaire is required. The terminal block shall be a 3 station, tunnel lug terminal board that will accommodate #6 thru #18 AWG wire.

D. LED Performance Requirements

Shall meet the Chromaticity requirements as follows:

- The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 3000K for Residential and 4000K for Arterial and Collector streets.
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an Independent test lab.
- The luminaire must have a minimum efficacy of 112 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 60,000 hours of operation based on TM-21 data.

E. Warranty

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LEDs fail within the warranty period, the luminaire must be repaired or replaced.

2. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR HISTORIC DECORATIVE ILLUMINATION

A. Testing and Compliance / Manufacturer

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility and manufacturer must provide a copy of company workmanship standards and or quality control manual.

manual.

- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.
- Manufacturer must have website with downloadable specification sheets and photometric IES files.

B. Fixture Construction

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weight more than 50 lbs. when fully assembled.
- Design will not trap water.
- Fixture must be capable of mounting on top of the current approved Boise Historic Light Pole, standard drawing BC SD-8 without any field modification. Current approved poles are on the "Street Light Approved Fixtures and Materials" list on the Boise website. Decorative Cast pole drawing BC SD-8.
- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.

C. Electrical Requirements

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).

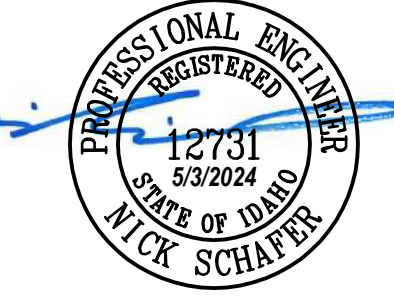
- The power supply (electronic driver) will have self-limited short circuit protected and overload protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOVs rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- Connections shall be accomplished using standard connections and fittings, meeting NEC electrical codes. These connections must be robust and utilize vibration resistant mechanisms.

D. LED Performance Requirements

- Shall meet the Chromaticity requirements as follows:
- The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 5000K
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an Independent test lab.
- The luminaire must have a minimum efficacy of 115 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 75,000 hours of operation based on TM-21 data.

E. Warranty

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LEDs within the warranty period the luminaire must be repaired or replaced.



BOISE CITY CANAL MULTI-USE PATHWAY  
Capital City Development Corporation

3rd Street - S Broadway Ave.  
Boise, ID

Revisions	

Project No.: 122112  
Date of Issuance: 05.03.2024  
Project Milestone: Permit Set

File created: 01/18/2024 08:00 AM  
Last Modified: 01/18/2024 07:34 AM



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**AGENDA BILL**

<p><b>Agenda Subject:</b> Approval of Pathway License Agreement with Davis Estate, Incorporated, for Remnant Parcel and Acknowledgment of Assignment of License Fee; Boise Canal Multi-use Pathway Project – 3rd Street to Broadway Avenue.</p>	<p><b>Date:</b> July 16, 2024</p>
<p><b>Staff Contact:</b> Mary Watson, CCDC General Counsel Meghan Conrad, Elam &amp; Burke</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>- Resolution 1887 including:             <ul style="list-style-type: none"> <li>o Pathway License Agreement</li> <li>o Assignment of Payment</li> </ul> </li> </ul>
<p><b>Action Requested:</b> Approve perpetual and irrevocable license with Davis Estate, Inc. for a remnant parcel located within the Boise Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue, and acknowledgment of assignment of the license fee.</p>	

**Fiscal Notes:**

The license fee for the perpetual and irrevocable license to the remnant parcel with Davis Estate is \$100,000. The Agency has budgeted sufficient funding for this expense.

**Background:**

The Pathway Project from 3rd Street to Broadway Avenue, just north of the Ada County Courthouse, involves a variety of parcels and irregular property lines. Title reports and survey work by The Land Group identified four landowners affected by the Agency's Project: Idaho Power, St. Luke's, WT Main LLC, and the Davis Estate, Incorporated. Idaho Power, St. Luke's, and WT Main LLC elected to provide permanent easements for the Project. In early discussions, representatives of the Davis Family elected not to provide a permanent easement but, instead, desired to sell the remnant .17 acre parcel.

At its February Board meeting, the Agency Board approved a non-binding Letter of Intent to purchase the remnant parcel from the Davis Family. During subsequent due diligence, Boise title company TitleOne could not trace chain of title past 1938 when Davis Estate, Inc. was dissolved. Due to these complexities with title as well as critical project construction timeframes, Agency staff, City of Boise staff, and Davis family members F. Phillip Davis and Marcella Diane Myklegard a/k/a Diane Davis Myklegard transitioned to allowing the Agency to purchase a perpetual and irrevocable license for public access to and use of the remnant parcel for the pathway.

In short, the irrevocable license accomplishes the same goals of purchase by allowing the Agency to construct the pathway and thereafter ensuring public access in perpetuity. The license is transferrable as it is understood that the City of Boise will maintain and operate the pathway once construction is complete. Davis Estate intends to assign its right to receive the license fee to the City of Boise.

**Staff Recommendation:**

Construction of the Boise Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue, requires securing permanent access to the remnant parcel. To complete this Agency project, the Agency Board should approve the Pathway License Agreement with Davis Estate, Inc.

**Suggested Motion:**

I move to approve the perpetual and irrevocable Pathway License Agreement between the Agency and the Davis Estate, Inc., including an acknowledgment of Davis Estate's assignment of the license fee, and authorize the Agency Executive Director to execute same.

**RESOLUTION NO. 1887**

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 PERPETUAL AND IRREVOCABLE LICENSE WITH DAVIS ESTATE, INCORPORATED; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE LICENSE; AUTHORIZING THE EXPENDITURE OF FUNDS; AUTHORIZING PAYMENT OF THE LICENSE FEE ACCORDING TO THE NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF PAYMENT; 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, Davis Estate, Incorporated, owns or controls a certain remnant parcel of real property in an area south of Main Street, between 3rd Street and Broadway Avenue, and just north of the Ada County Courthouse (the "Property"), which Property is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Street Plan, as amended; and,

WHEREAS, on February 12, 2024, the Agency Board of Commissioners approved a Letter of Intent with representatives of the Thomas Davis Estate for the purchase of the Property for the Agency to be able to construct the Boise City Canal Multi-Use Pathway Project (the "Pathway Project"); and,

WHEREAS, during a due diligence period, when chain of title to the Property could not be determined past 1938, Agency staff, City of Boise staff, and Davis family members F. Phillip Davis and Marcella Diane Myklegard transitioned to allowing the Agency to purchase a perpetual and irrevocable license for public access to and use of the remnant parcel for the Pathway Project; and,

WHEREAS, attached hereto as EXHIBIT A, and incorporated herein as if set forth in full, is the irrevocable Pathway License Agreement (the "Agreement") with Davis Estate, Incorporated, allowing the Agency to construct the pathway and ensuring public access to the Property in perpetuity; and,

WHEREAS, Davis family members F. Phillip Davis and Marcella Diane Myklegard, pursuant to the terms of the Agreement, have directed the Agency to make payment of the \$100,000 license fee directly to the City of Boise according to the "*Notice and Acknowledgment of Assignment of Payment*" attached hereto as EXHIBIT B (the "Notice"); and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Pathway License Agreement and the Notice 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 Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, and that the Notice, a copy of which is attached hereto as EXHIBIT B and incorporated herein by reference, are hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections 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 July 16, 2024, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 5: That the Agency Executive Director is authorized to sign the *"Notice and Acknowledgment of Assignment of Payment"* executed by F. Phillip Davis and Marcella Diane Myklegard directing Agency payment of the \$100,000 license fee directly to the City of Boise.

Section 6: 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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

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

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



**PATHWAY LICENSE AGREEMENT**  
**by and between**  
**THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,**  
**also known as CAPITAL CITY DEVELOPMENT CORPORATION**  
**and**  
**DAVIS ESTATE, INCORPORATED**

This Pathway License Agreement (“**Agreement**”) is made and entered into by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic (the “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the “Act”), and Davis Estate, Incorporated, an inactive and administratively dissolved Idaho corporation (hereinafter “Davis Estate”). Agency and Davis Estate may each individually be referred to herein as a “**Party**,” and may collectively be referred to herein as the “**Parties**.”

**RECITALS**

A. Davis Estate owns an approximate .17 acres remnant parcel of real property legally described on **Exhibit A** and depicted in **Exhibit B** (the “License Area”).

B. The License Area is located within the River Myrtle-Old Boise District revenue allocation area (the “Project Area”) governed by the River Myrtle-Old Boise Urban Renewal Plan (the “Plan”) originally adopted by Boise City Council Ordinance No. 5596 on December 6, 1994, which Plan and Project Area were subsequently amended by 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) adopted by City Council Ordinance No. 6868 on November 30, 2004, and the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project adopted by City Council Ordinance No. 24-18 on July 24, 2018 (deannexing certain parcels from the existing revenue allocation area) (collectively, the Plan, as amended is referred to as the “Plan” and the Project Area, as amended is referred to as the “Project Area”). The Project Area will terminate September 30, 2025 (the “Termination Date”).

C. The Agency seeks to design and construct a ten-foot wide multi-use public pathway to connect the East End Neighborhood, including the residential areas north and south of Warm Springs, to downtown Boise. Pathway alignment is generally along the Boise City Canal between the Broadway Avenue signalized pedestrian crossing and the intersection of 3<sup>rd</sup> and Grove Streets. The City of Boise’s (the “City”) Pathway Master Plan and Old Boise Blocks Vision Report identify this pathway as a priority connection. The pathway project is referred to as the Boise City Canal Multi-Use Pathway, 3<sup>rd</sup> Street to Broadway Avenue (hereinafter, the “Boise City Canal Pathway”).

D. The Davis Estate’s interest in the License Area was discovered while conducting title searches in anticipation of construction of the Boise City Canal Pathway. Due to the Termination Date and that construction in and around the Boise City Canal can only occur during the time the canal is empty of water, time is of the essence to resolve the public use of the License Area. Thereafter, Agency staff and City staff engaged in negotiations with heirs of Thomas Davis and Julia Davis, as the last known shareholders of Davis Estates, for the use of the License Area.

E. The Davis Estate has agreed to grant the Agency permission to make significant, permanent improvements to the License Area as part of construction of the Boise City Canal Pathway. The License Area is necessary to complete the Boise City Canal Pathway. Without use of the License Area, the Boise City Canal Pathway will not proceed.

F. In exchange for the Agency's construction of the Boise City Canal Pathway over the License Area, the Davis Estate has agreed to grant the Agency an irrevocable license (the "License") to use the License Area for a public pathway in perpetuity, subject to the terms and conditions set forth herein.

G. Following completion of construction of the Boise City Canal Pathway, or the Termination Date, whichever is later, the Parties acknowledge and agree that Agency will assign its interests and obligations under this Agreement to the City.

H. The Parties desire to enter into this Agreement and provide for the terms and conditions governing the License.

## **AGREEMENTS**

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

**1. License Term.** The License is perpetual and is not revocable (the "Term"), which License Term commences upon the effective date, which shall be the date the Agreement is executed by both Parties (last date of execution) (the "Effective Date").

**2. License; Authorized Uses by Agency.** Davis Estate grants Agency an exclusive perpetual License for which a perpetual License fee will be paid by the Agency to Davis Estate for all purposes associated with Agency's construction of the Boise City Canal Pathway and thereafter for the general public to freely occupy and use the License Area as a portion of the Boise City Canal Pathway. Agency's right to occupy and use the License Area extends to use by the public. Davis Estate may not impede the general public's free use of the Boise City Canal Pathway, including the License Area, by signage, fence, barricade, toll, or other barrier. The Davis Estate shall also not modify or damage the License Area.

**3. Hazardous Materials Prohibited on the License Area.** Agency shall not use or permit the License Area to be used for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any dangerous, toxic or hazardous pollutants, chemicals, wastes or substances as defined in any federal, state or local environmental laws, statutes, regulations, requirements and ordinances, hereinafter referred to as "Hazardous Materials," except such non-toxic items used in the ordinary course or business, including alcohol and cleaning solutions, paint, fuel and oil, which are incidental to use and maintenance of a public pathway over the License Area.

**4. License Fee.** Agency will pay a perpetual License fee to a designee of the Davis Estate in the lump-sum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) within sixty (60) days of the Effective Date. No further consideration will be paid by Agency or

its assignees for the License.

**5. Ownership.** The License granted herein is the limited right to enter upon and use the License Area for the purposes stated herein. The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to Agency, or its assignee, for its own use and use by the general public.

**6. Improvements.** Davis Estate grants Agency and its contractors and assigns the right to construct the Boise City Canal Pathway over the License Area, and to carry out any work of structural repairs, additions or alterations to the License Area portion of the Boise City Canal Pathway. Agency, or its assignee, does not need consent from Davis Estate for alterations or additions, structural, or not of a structural type, or of a permanent nature made to the License Area portion of the Boise City Canal Pathway.

**7. Maintenance of the License Area; Assumption of Risk; Insurance.** Agency, or its assignee, shall maintain the License Area in accordance with its routine maintenance processes. Maintenance includes, but is not limited to, landscaping, snow and ice removal, and patching or repainting of striping necessary for functional use of the License Area as a pathway. Davis Estate has no obligation to monitor, protect, secure or insure Agency, or the public using the License Area. Agency retains all risk of loss of such property while using the License Area and will obtain liability insurance on the License Area as it deems desirable. Agency also assumes all risk and responsibility with respect to the use of the License Area. Agency, through its contractor or subcontractors, or its assignee, will obtain a commercial general liability policy in a commercially reasonable amount and Davis Estate will be named an additional insured on such policy.

**8. Recordation of License.** This Agreement will not be recorded.

**9. Representations and Warranties.** F. Phillip Davis and Marcella Diane Myklegard each represent and warrant that to the best of their knowledge, they have full power and authority to execute, deliver, and perform on behalf of Davis Estate under this Agreement, as heirs of Thomas Davis and Julia Davis, the last known shareholders of Davis Estate. Due to time constraints, a court determination confirming F. Phillip Davis and Marcella Diane Myklegard's authority on behalf of the Davis Estate has not been sought; however, the Parties may pursue court determination in the future tied to a conveyance of the License Area to the City, recognizing no additional consideration will be paid to Davis Estate or the heirs of Thomas Davis and Julia Davis for the purchase of the License Area.

**10. Assignment.** Davis Estate may not convey the License Area, or assign its rights or obligations under this Agreement, to any third party, successor in interest, or other without the consent of the Agency or assignee of the Agency. The Parties agree Davis Estate has the absolute right to assign its right to receive the License fee to any other entity designated by Davis Estate. It is expressly agreed by the Parties that Agency has the absolute right to assign its rights and obligations under this Agreement to the City without consent of the Davis Estate.

**11. Indemnity.** Davis Estate, F. Phillip Davis and Marcella Diane Myklegard shall jointly and severally indemnify, defend and hold Agency and City harmless from and against all claims, losses, costs and damages, caused by or arising out of any claims from heirs of Thomas Davis and Julia Davis asserting an interest in the License Area, including but not

limited to attorney's fees and costs incurred by Agency and/or City in defending any such claims. F. Phillip Davis and Marcella Diane Myklegard shall individually indemnify, defend and hold Agency and City harmless from and against all claims, losses, costs and damages, caused by or arising out of any claims from any impairment by F. Phillip Davis or Marcella Diane Myklegard to the public's use of the License Area, or damage or modifications to the License Area by F. Phillip Davis or Marcella Diane Myklegard in violation of Section 2 above. The indemnification is binding on Davis Estate, F. Phillip Davis and Marcella Diane Myklegard to the fullest extent permitted by law. Except as set forth in this Section 11, no claims may be asserted against F. Phillip Davis or Marcella Diane Myklegard by the Agency or the City with respect to this Agreement. This indemnification provision does not negate, abridge, or reduce any other rights or obligations of the persons or entities described herein with respect to indemnity.

**12. Ad Valorem Property Taxes.** Any ad valorem property taxes related only to any 2024 assessed taxable value of the License Area will be prorated between the Parties as of the Effective Date. Agency is not liable for any delinquent property taxes, interest, and penalties for ad valorem property taxes due for tax years prior to the 2024 tax year, whenever such taxes may become due during the Term. However, Davis Estate shall immediately remove any tax lien recorded against the License Area for any such delinquent property taxes, interest, and penalties, whenever such tax lien may be recorded during the Term. Following the Effective Date, and commencing with any ad valorem property taxes related to the 2025 assessed taxable value of the License Area, or later, shall be timely paid by Agency, or its assignee, during the Term of this Agreement. Davis Estate shall provide the Agency, or its assignee, with a copy of the tax bill within ten (10) days of receipt. During the Term of the Agreement, Agency, or its assignee, shall be liable for any penalty or interest added to the ad valorem property tax amount, or for the removal of any property tax lien placed upon the License Area, for any ad valorem property taxes levied on any 2025 assessed taxable values, or later, unless Davis Estate fails to timely provide a copy of the tax bill; or the Parties agree to contest valuation of the License Area.

**13. Dispute Resolution.** If either Party has a claim or dispute under this Agreement, notice of the same shall be sent to the other Party. The notice shall provide a brief description of the dispute. In the event that a dispute arises regarding application or interpretation of any provision of this Agreement or a Party's performance of any obligations under this Agreement, 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 Ada County, 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.

**14. Waiver.** No failure on the part of either Party to insist upon the performance of any covenant, agreement, term, or condition or to exercise any right or remedy contained herein shall constitute a waiver of such breach or of the requirement that such covenant, agreement, term, or condition be complied with or performed by the other party. No waiver of any breach shall affect or alter this Agreement with each covenant, term and condition continuing to be in full force and effect with respect to any then-existing or subsequent breach or performance obligation.

**15. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**16. Entire Agreement.** This Agreement, its exhibits and/or attachments contain the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties. This Agreement may be amended only by a written agreement signed by the Parties hereto.

**17. Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall be deemed an original and both of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement via facsimile transmission, electronic mail, or by any electronic signature service such as DocuSign shall be as effective as delivery of an executed original.

**18. Heirs and Assigns.** This Agreement shall be binding upon and inure to the benefit of the representatives, agents, officers, directors, successors, and assigns of the respective parties hereto.

**19. Choice of Law.** It is the intention of the parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho.

**20. Headings.** Headings are provided for the convenience of the parties and shall not be utilized by any court in construing the meaning of this Agreement.

**21. Attorneys' Fees.** Should either of the Parties to this Agreement be required to retain legal counsel to enforce any of the terms and/or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**22. Notice.** (a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder will be in writing and will be given by personal delivery, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a party may designate in writing pursuant hereto, or by tested electronic means with a confirmation of receipt by the party, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

If to Davis Estate: F. Phillip Davis  
19 Warm Lake Road  
Cascade, Idaho 83611  
Tel: (208) 630-3704  
Email: fphillipdavis@gmail.com

Marcella Diane Myklegard  
3100 W. Crescent Rim Drive, Suite 408  
Boise, Idaho 83706

Tel: (208) 484-1299  
Email: [diane.myklegard@gmail.com](mailto:diane.myklegard@gmail.com)

If to Agency: Capital City Development Corporation  
Attn.: John Brunelle, Executive Director  
Attn.: Mary Watson, General Counsel  
121 North 9<sup>th</sup> St, Suite 501  
Boise, Idaho 83702  
Tel.: (208) 384-4264  
Email: [jbrunelle@ccdcboise.com](mailto:jbrunelle@ccdcboise.com)  
[mwatson@ccdcboise.com](mailto:mwatson@ccdcboise.com)

(b) Effective Date of Notices. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by telex, or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, the date of receipt by email upon confirmation of receipt, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party will also be given to Title Company by regular U.S. Mail or by any other method provided for herein.

**23. No Joint Venture or Partnership.** Agency and Davis Estate agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Davis Estate a joint venture or partners.

**24. No Tax Advice.** If it so chooses and upon its own initiative, Davis Estate shall consult with a tax advisor with respect to the tax consequences of receiving the License fee or assigning its right to receive the License fee. Agency, and its assignee, do not assume any responsibility to advise Davis Estate on such matters, which shall remain solely the responsibility of the Davis Estate.

**25. Conditions.** Agency's obligations under this Agreement are subject to the following conditions: approval of this Agreement by Agency's Board of Commissioners.

**26. Anti-Boycott Against Israel Certification.** Davis Estate hereby certifies pursuant to § 67-2346, Idaho Code, that Davis Estate, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

**27. Contract With A Company Owned or Operated By the Government of China Prohibited.** Davis Estate hereby certifies pursuant to § 67-2359, Idaho Code, that the Davis Estate is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.



**28. Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.** Davis Estate hereby certifies pursuant to Idaho Code Section 67-2347A that Davis Estate, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of any individual or company because

the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code.



**END OF AGREEMENT**

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

<p>_____, 2024</p> <p>ATTESTED BY</p> <p>_____ Secretary</p>	<p><b>AGENCY</b> THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION</p> <p>_____ By: John Brunelle Title: Executive Director</p>
<p>July 3, 2024</p>	<p><b>DAVIS ESTATE</b></p> <p> _____ By: F. Phillip Davis Title: Authorized Signor</p>
<p>July 3, 2024</p>	<p> _____ By: Marcella Diane Myklegard Title: Authorized Signor</p>

As to Section 11 of the Agreement

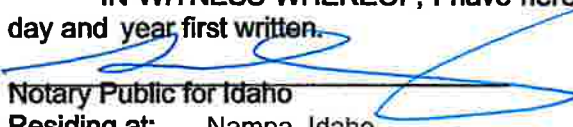
<p>July 3, 2024</p>	<p> _____ By: F. Phillip Davis, individually</p>
<p>July 3, 2024</p>	<p> _____ By: Marcella Diane Myklegard, individually</p>



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 3rd day of July, 2024, before me, a notary public in and for said state, personally appeared Marcella Diane Myklegard known or identified to me to be the authorized signor who executed the within instrument and acknowledged to me that Davis Estate executed the same.

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

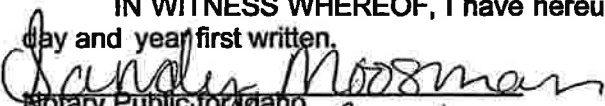
  
Notary Public for Idaho  
Residing at: Nampa, Idaho  
My Commission Expires: 11-13-2025



STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this 3rd day of July, 2024, before me, a notary public in and for said state, personally appeared F. Phillip Davis known or identified to me to be the authorized signor who executed the within instrument and acknowledged to me that Davis Estate executed the same.

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

  
Notary Public for Idaho  
Residing at: Valley County ID  
My Commission Expires: 7-26-2030



**For Agency**

STATE OF IDAHO     )  
                                  ) ss.  
County of Ada         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said state, personally appeared John Brunelle known or identified to me to be the Executive Director who executed the within instrument and acknowledged to me that Capital City Development Corporation executed the same.

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

Notary Public for Idaho \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

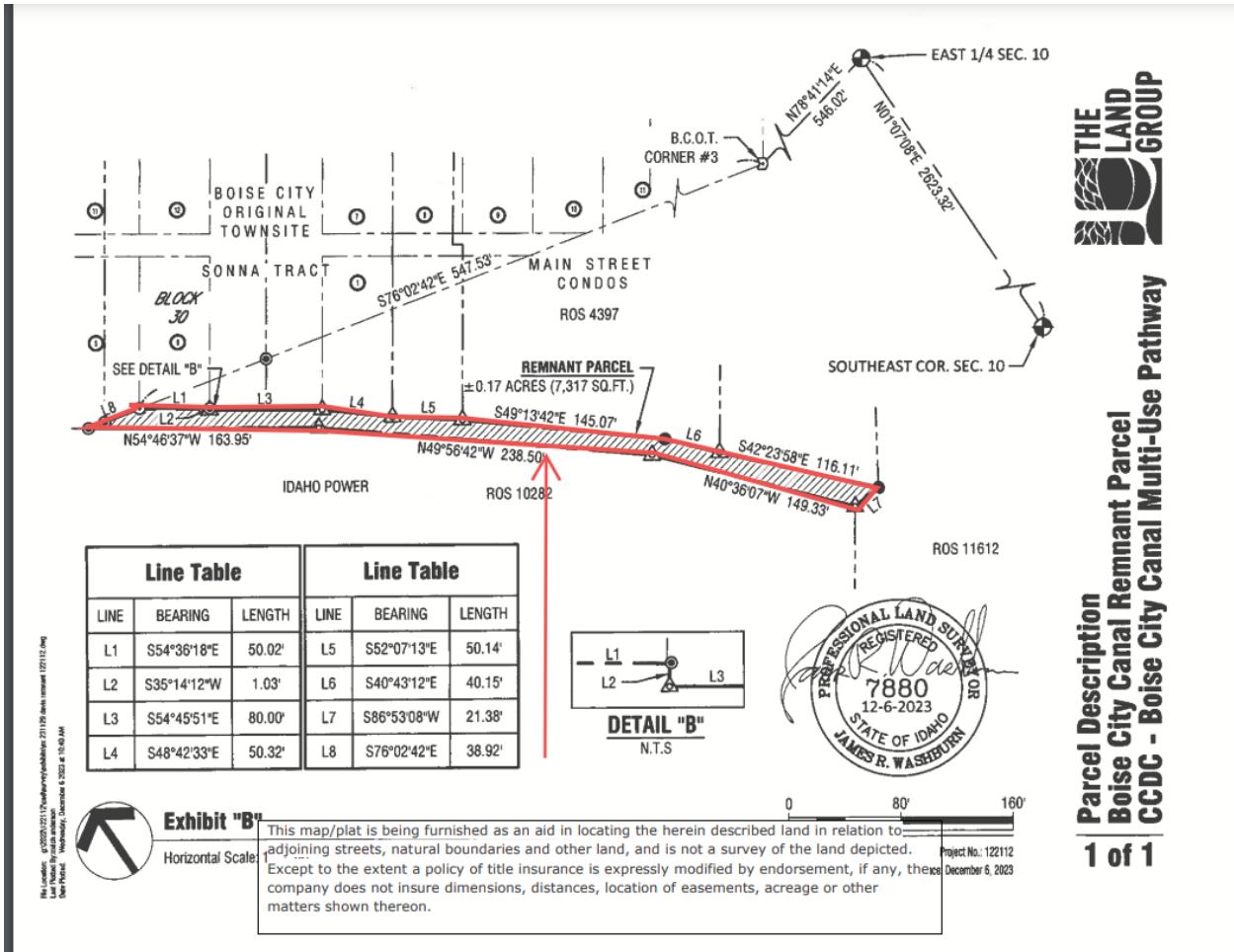
**EXHIBIT A  
LEGAL DESCRIPTION OF LICENSE AREA**

**Legal Description:**

A parcel of land located in the Government Lot 2 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 East quarter corner of Section 10 of said Township 3 North, Range 2 East, (from which the Southeast corner of said Section 10 bears North 01°07'08" East, 2623.32 feet distant); thence from said East quarter corner of Section 10, South 78°41'14" West, 546.02 feet to the found stone monument engraved Corner Number 3 of the Boise City Original Townsite, as same is shown the Plat thereof recorded in Book 1 of Plats at Page 1 of Ada County Records, and as the boundary of said Plat was Resurveyed by the Commission Survey of May 7, 1891 (File 119), and an Amended Plat was filed in 1921 (File 650); thence North 76°02'42" West, a distance of 547.53 feet on the Southerly boundary line of said Boise City Original Townsite to a found 5/8-inch rebar monument on the lot line common to Lots 5 and 6, Block 30 of said Boise City Original Townsite, said point being on the North bank of the Boise City Canal/Ellis Drain, and being the Point of Beginning; thence South 54°36'18" East, 50.02 feet on the North bank of the Boise City Canal/Ellis Drain; thence South 35°14'12" West, 1.03 feet on said North bank; thence South 54°45'51" East, 80.00 feet on said North bank; thence South 48°42'33" East, 50.32 feet on said North bank; thence South 52°07'13" East, 50.14 feet on said North bank; thence South 49°13'42" East, 145.07 feet on said North bank; thence South 40°43'12" East, 40.15 feet on said North bank; thence South 42°23'58" East, 116.11 feet on the North bank of the Boise City Canal/Ellis Drain/Ellis Ditch to a point on the Westerly boundary line of Parcel A as shown on Record of Survey No. 11612, of Ada County Records; thence South 86°53'08" West, 21.38 feet in said Westerly boundary line of Parcel A to a point on the South bank of Ellis Ditch; thence North 40°36'07" West, 149.33 feet (formerly described as 150.00 feet) on the South bank of the Ellis Ditch; thence North 49°56'42" West, 238.50 feet on the South bank of the Ellis Ditch, to a point on the South line of Block 30 of Boise City, extended; thence North 54°46'37" West, 163.95 feet on the South line of Block 30 of Boise City extended and along the South bank of the Ellis Ditch to a 5/8-inch rebar monument marking an angle point on the Southerly boundary line of said Boise City Original Townsite; thence South 76°02'42" East, 38.92 feet on the Southerly boundary line of said Boise City Original Townsite to the Point of Beginning.

**EXHIBIT B  
MAP OF LICENSE AREA  
(outlined in red)**



**Parcel Description  
Boise City Canal Remnant Parcel  
CCDC - Boise City Canal Multi-Use Pathway**


4894-6151-6182, v. 3

RESOLUTION 1887 - EXHIBIT B

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF PAYMENT  
(Pathway License Agreement)

This Notice and Acknowledgement of Assignment of Payment (the "Assignment") is entered into by and between the Davis Estate, Incorporated, an inactive and administratively dissolved Idaho corporation (hereinafter "Davis Estate"), and the City of Boise City, Idaho, a municipal corporation (the "City") and is effective as of the date this Assignment is last signed by either of the parties (the "Effective Date"). This Assignment is acknowledged by the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic (the "Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (the "Law"), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the "Act"). Davis Estate and City may each individually be referred to herein as a "Party," and may collectively be referred to herein as the "Parties." All capitalized terms not otherwise defined herein shall have those meanings set forth in the Pathway License Agreement, by and between the Agency and Davis Estate.

The Agency is hereby directed, by the signatures below by Davis Estate to pay directly to the City, the License fee in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) required to be paid by the Agency pursuant to the terms of the Pathway License Agreement, dated July 9, 2024.

<p><u>July 9</u>, 2024</p>	<p><u>CITY OF BOISE</u></p>  <p><i>Lauren McLean</i></p> <p>By: <u>Lauren McLean</u></p>
<p><u>July 3</u>, 2024</p>	<p><u>DAVIS ESTATE</u></p> <p><i>F. Phillip Davis</i></p> <p>By: <u>F. Phillip Davis</u> Title: <u>Authorized Signor</u></p>
<p><u>July 3</u>, 2024</p>	<p><i>Marcella Diane Myklegard</i></p> <p>By: <u>Marcella Diane Myklegard</u> Title: <u>Authorized Signor</u></p>

*Lynda Lowry*  
Lynda Lowry  
July 9, 2024

Acknowledged by:

<p>_____, 2024</p> <p>ATTESTED BY</p> <p>_____ Secretary</p>	<p><u>AGENCY</u> THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION</p> <p>_____ Executive Director</p>
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**AGENDA BILL**

<b>Agenda Subject:</b> Selected and Preapproved List of CM/GC Firms		<b>Date:</b> July 16, 2024
<b>Staff Contact:</b> Kathy Wanner Contracts Manager	<b>Attachments:</b> A. Resolution 1886 B. Request for Qualifications – issued May 3, 2024 C. Recommended List of On-Call CM/GC Firms	
<b>Action Requested:</b> Adopt Resolution 1886 establishing a list of selected and preapproved Construction Manager/General Contractor (CM/GC) firms for a five-year period.		

**Background:**

The landscape of downtown Boise continues to evolve at a very fast pace through sustained efforts by the Agency and the support of surrounding agencies. Those efforts continue to build on the Agency’s mission of igniting diverse economic growth, building attractive urban centers, and promoting healthy community design through five key strategies including the improvement of public infrastructure, development of public spaces, expanding mobility choices, investing to revitalize public amenities, and cultivating commerce. Projects related to the continued growth are logistically challenging and complex. To facilitate more efficient construction, the Agency has used the Construction Manager/General Contractor project delivery method.

Project Delivery

The Construction Manager/General Contractor (CM/GC) project delivery method was made available to Idaho’s public agencies in 2014. Since then, the Agency has successfully used the CM/GC project delivery method on many of its high profile and complex projects, many of which have compressed timelines. The CM/GC performs construction management duties as an important member of a collaborative project and design team with responsibilities including ensuring a feasible project design that stays within the owner’s set budget. By collaborating on design features and by providing cost estimating and value engineering on the owner’s behalf, the CM/GC gives the owner a more predictable and manageable construction project that gets built for a negotiated guaranteed maximum price.

The CM/GC is hired based on qualifications and demonstrated competence following the qualification-based selection process outlined in Idaho Code § 67-2320. The CM/GC must hold both a Construction Manager license (Idaho Code § 54-4504) and a Public Works Contractor license (Idaho Code § 54-1902).

To streamline engagement of professional expertise when needed, Idaho Code § 67-2320(2)(i) allows public agencies to create a list of selected and preapproved design professionals, construction managers, and professional land surveyors. The Agency recently completed the



on-call qualification process for architects, landscape architects, and engineers. The Agency's 5-year Capital Improvement Plan includes various future projects that are highly complex and logistically challenging and many would benefit from the CM/GC delivery method. The Agency recommends establishing a list of selected and preapproved CM/GC firms available to the Agency for a five-year period to save time and effort in contracting for construction management services.

#### Qualification Based Selection

The Agency issued a Request for Qualifications ("RFQ") on May 3, 2024, inviting licensed CM/GC firms interested in managing future Agency construction projects to submit Statements of Qualifications ("SOQs"). Eight firms responded by the June 6, 2024, submission deadline (noted in Attachment "C"). Each firm is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs. The Agency appreciates each firm's desire to help build vitality in downtown Boise.

The SOQs received were evaluated first for compliance with the technical requirements as prescribed in the RFQ – seven (7) firms met these requirements. One firm, Idaho Dirt Company, did not have the requisite construction manager license and therefore was not qualified as a CM/GC. The seven (7) qualified firms were then evaluated on the basis of qualifications and demonstrated competence, with scoring based on a 100-point system outlined in the RFQ and with the most points allocated to the firm's CM/GC approach and previous similar experience. Following the evaluation and scoring of the SOQs, the Agency concluded that the following five (5) CM/GC firms are best qualified to be listed as selected and preapproved CM/GC firms for a five-year period (in alphabetical order):

- Andersen Construction
- Guho Corp
- McAlvain Construction, Inc
- Petra, Inc.
- Wright Brothers, The Building Company

If Reso 1886 is approved, then, over the next five years the Agency will contract on an as-needed basis with the various preapproved CM/GC firms for projects deemed appropriate for the CM/GC delivery method. The Agency will select from the preapproved list the CM/GC firm most qualified for the specific project, and any contracts exceeding the Executive Director board-authorized spending limit will be brought to the Agency Board for consideration.

#### **Fiscal Notes:**

An on-call list of selected and preapproved CM/GC firms has no fiscal impact on the Agency. Being named to the list is not a guarantee of work or compensation.

#### **Staff Recommendation:**

Adopt Resolution 1886 establishing a list of selected and preapproved Construction Manager/General Contractor firms for a five-year period.

#### **Suggested Motion:**

I move to adopt Resolution 1886 establishing a list of selected and preapproved Construction Manager/General Contractor (CM/GC) firms for a five-year period.

**Attachment A**  
**Resolution 1886**

**RESOLUTION NO. 1886**

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 LIST OF SELECTED AND PREAPPROVED CONSTRUCTION MANAGER/GENERAL CONTRACTOR FIRMS AS IDENTIFIED HEREIN FOR A FIVE-YEAR PERIOD IN ACCORDANCE WITH IDAHO CODE § 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS 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, 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 de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

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

WHEREAS, 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, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 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, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street District Plan and making certain findings; and,

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan (as amended), the 30th Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan, and the State Street District Plan are collectively referred to as the "Plans"; and,

WHEREAS, the Act and the Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; and,

WHEREAS, Agency has, by policy, provided for certain competitive selection processes for consultants, planners, and others retained by the Agency; and,

WHEREAS, the Agency complies with various provisions of the Idaho Code as may be applicable to the Agency for the selection of services; and,

WHEREAS, Idaho Code Title 54, Chapter 45, allows for public agency utilization of Construction Manager/General Contractor ("CM/GC") services in the delivery of public works construction projects; and,

WHEREAS, Idaho Code § 54-4511 requires the Agency select CM/GC firms pursuant to the qualification based selection process outlined in Idaho Code § 67-2320; and,

WHEREAS, Idaho Code § 67-2320(2)(i) provides that a public agency may establish a list of CM/GC firms which are selected and preapproved for consideration by the Agency for future projects; and,

WHEREAS, the Agency intends to establish a list of five (5) licensed CM/GCs that exhibit the qualifications to meet the Agency's public works needs for services related to complex, detailed, and highly visible public projects; and,

WHEREAS, the Agency published the requisite notice of the Request for Qualifications ("RFQ") in the *Idaho Statesman* newspaper on May 3 and 10, 2024, inviting licensed CM/GC firms to submit Statements of Qualifications ("SOQ"); and,

WHEREAS, eight (8) firms provided an SOQ by the June 6, 2024 submission deadline: Andersen Construction of Idaho, Engineered Structures, Inc., Faber Construction Corp, Guho Corp., Idaho Dirt Company, McAlvain Construction, Inc., Petra, Inc., and Wright Brothers, The Building Company, Eagle LLC; and,

WHEREAS, the Agency examined the eight (8) SOQ's first for compliance with the technical requirements as prescribed in the SOQ, and, based on the information provided, found Andersen Construction of Idaho, Engineered Structures, Inc., Faber Construction Corp, Guho Corp., McAlvain Construction, Inc., Petra, Inc., and Wright Brothers, The Building Company, Eagle LLC provided the required information; to wit: signed cover sheet, signed waiver and release, signed cover letter, detailed proposal; and construction manager license; and,

WHEREAS, the Agency examined the SOQ submission from Idaho Dirt Company and found that the company is not qualified as a CM/GC because the company does not hold the requisite Idaho construction manager license; and,

WHEREAS, the Agency subsequently evaluated the seven (7) SOQs that complied with the technical requirements on the bases of qualifications and demonstrated competence, with scoring based on a 100-point system outlined in the RFQ; and,

WHEREAS, following the evaluation of the SOQs, the Agency concluded the following firms are best qualified to be listed as selected and preapproved CM/GC firms for a five-year period (in alphabetical order):

- Andersen Construction of Idaho
- Guho Corp.
- McAlvain Construction, Inc.
- Petra, Inc.
- Wright Brothers, The Building Company, Eagle LLC

WHEREAS, the Agency recommends that the Agency Board approve a list of selected and preapproved CM/GC firms with the five (5) identified herein for a five year period; and,

WHEREAS, the Agency Board of Commissioners finds approval of a list of selected and preapproved CM/GC firms for a five year period, in accordance with Idaho Code § 67-2320 (2)(i), to be in the best interests of the Agency and the public.

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 Agency Board affirms the following list of preapproved CM/GC firms for the RFQ On-Call Construction Manager/General Contractor; and

- Andersen Construction of Idaho
- Guho Corp.
- McAlvain Construction, Inc.
- Petra, Inc.
- Wright Brothers, The Building Company, Eagle LLC

Section 3: That the Agency Board of Commissioners hereby establishes a list of selected and preapproved Construction Manager/General Contractor (CM/GC) firms for a five-year period, in accordance with Idaho Code § 67-2320, and directs the Agency to use the list in accordance with Idaho Code § 67-2320.

Section 4: That the Agency Board finds that Idaho Dirt Company is not qualified as a CM/GC because the company does not hold the requisite Idaho construction manager license.

Section 5: That the Agency Executive Director is hereby authorized to take all necessary action to implement this Resolution.

Section 6: 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 July 16, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on July 16, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

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

**Attachment B**

**Request for Qualifications – issued May 3, 2024**



## REQUEST FOR QUALIFICATIONS

### **2024 ON-CALL CONSTRUCTION MANAGER / GENERAL CONTRACTOR**

QUALIFICATIONS DUE: **JUNE 6, 2024** BY 3 P.M. local time



**REQUEST FOR QUALIFICATIONS**  
**Construction Manager/General Contractor**  
**(On Call for CM/GC Services)**

Issue Date: May 3, 2024  
Statements of Qualifications Due: June 6, 2024 by 3:00 pm local time

To all Respondents:

Capital City Development Corporation (CCDC), the urban renewal agency for Boise City, Idaho, will accept Statements of Qualifications from firms licensed in Idaho with both construction manager and public works contractor licenses to be named to a preapproved list for Construction Manager/General Contractor (CM/GC) services for a five-year basis.

CCDC anticipates constructing high-profile and unique public works projects using the CM/GC delivery process and seeks proposals from qualified firms to be preapproved to provide such services. Firms selected in accordance with the Request for Qualifications (RFQ) specifications are not guaranteed work nor compensation until under contract with CCDC for a specific project.

**Background**

As Boise's redevelopment agency, CCDC works to increase investment in the city through its own projects and public/private partnerships. CCDC focuses its efforts on economic development, infrastructure improvements such as streetscape construction, placemaking projects including public art installation and the design and construction of public spaces, mobility-related projects such as bike and public transportation infrastructure, and special projects within six urban renewal districts.

CCDC also owns the six public parking garages operating under the ParkBOI brand in downtown Boise. The garages require regular repair and maintenance projects for safe and efficient operations as well as other upgrades to improve service for the public.

Each year CCDC publishes a fiscally responsible [5-year Capital Improvement Plan](#) as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long-term vision for the city. The Construction Manager/General Contractor services are relevant to the various future projects planned each year.

For additional information regarding CCDC, its impact on downtown Boise, and its many past and future projects, please visit the agency's website at [www.ccdcboise.com](http://www.ccdcboise.com).

CCDC appreciates the effort it takes to respond to an RFQ. Thank you in advance for your submission. We look forward to hearing from you.



Kathy Wanner, Contracts Manager  
[kwanner@ccdcb Boise.com](mailto:kwanner@ccdcb Boise.com)

# INSTRUCTIONS TO RESPONDENTS

## 1.1 Proposal Information

Please follow these instructions for submitting a proposal.

**PROPOSAL DEADLINE is 3:00 p.m. local time, June 6, 2024**

The proposal must be submitted electronically by email to: [bids@ccdcb Boise.com](mailto:bids@ccdcb Boise.com)

Please include this subject line on the email:

**“RFQ SUBMITTAL: ON-CALL CM/GC SERVICES”**

All required submittal documents must be *signed and dated* and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the Proposal Deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

## SCOPE OF SERVICES

### 2.1 Background

CCDC is soliciting proposals from experienced firms that can adequately demonstrate that they have the resources, experience, and qualifications to provide CM/GC services for a variety of projects. Over the next few years, CCDC anticipates completing multiple independent projects under a CM/GC delivery method. In accordance with Idaho Code § 67-2320, CCDC is selecting firms to be named to a preapproved list to respond to future RFQs for the following public infrastructure projects:

- CCDC 5-Year Capital Improvement Plan (“CIP”) – capital improvement projects in various urban renewal districts. The 5-Year CIP is updated annually.
  - Projects may include mobility-related projects such as bike, pedestrian and public transportation infrastructure and streetscape improvements, including utility improvements and relocation, green stormwater infrastructure, suspended pavement systems, traffic signals, street lighting, subgrade vault demolition and building foundation improvements, asphalt and concrete paving, curb and gutter, brick paving, landscaping, and site furnishings. Projects may also include work within other public spaces, such as plazas, alleys and parks as well as work related to irrigation structures (i.e. canals, piping, concrete culverts). Estimated budgets vary from \$200,000 to several million dollars; construction timing to be determined.
- Other large-scale projects to be determined.
- ParkBOI projects may include--but are not limited to--stair tower renovations, elevator modernization and replacement, rooftop solar canopies, electric vehicle charging infrastructure, concrete and steel structural repairs and upgrades, asphalt paving

repair, structure painting and application of other surface coatings, and other major equipment upgrades and/or replacement.

## **2.2 CM/GC Scope of Services**

Contracts with CCDC for CM/GC Services for specific projects will involve a preconstruction services phase (for design and bidding and for long lead procurement services) followed by negotiation of a contract for the construction phase (including Guaranteed Maximum Price).

Preconstruction Services: Include, but are not limited to, review of design documents, constructability reviews, generating construction cost estimates, project schedules, phasing plan, logistic requirements, developing trade bid packages and scopes of work, obtaining/opening bids for subcontracts and trade contracts.

Construction Services: The selected contractor will serve as the construction manager at risk throughout the duration of the construction process for each project, including award of the subcontracts and trade contracts, through completion and closeout. The CM/GC firm will be “at risk” to complete the construction work for the bid prices and agreed upon fees used to establish the Guaranteed Maximum Price (GMP) and within the contract times established for each project element, subject to contract provisions for changes to the GMP.

All CM/GC services must be performed by staff properly licensed in the State of Idaho. The actual scope of services will be negotiated for individual projects after this RFQ selection process has been conducted.

## **2.3 Special Instructions**

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC’s interests in completing the project on time, within set budgets, and as planned with minimum difficulties. The Standard Agreement and General Conditions between Owner and Construction Manager (Where the CM is At-Risk), Exhibit C, will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

# **GENERAL CONDITIONS**

## **3.1 Intent of RFQ**

It is the intent of CCDC to run a Qualification Based Selection process to establish a preapproved list for Construction Manager/General Contractor (CM/GC) services, created pursuant to Idaho Code § 67-2320(2)(i), for a five-year basis. After the preapproved list is established, listed CM/GC firms may be asked to submit Statements of Qualifications for specific CCDC projects in need of CM/GC services. If a contract cannot be negotiated with the highest ranked firm for each RFQ, CCDC will approach the next highest ranked firm to negotiate a contract.

## **3.2 Reserved Rights**

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and

information from any and all Respondents, to reject any proposals based on real or apparent conflict of interest, to reject any proposals containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

### **3.3 Public Records**

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

### **3.4 Insurance**

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).
- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.

- d. Excess Liability (Umbrella) with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence.
- e. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- f. Cyber Liability Insurance: CM/GC shall maintain throughout the term of this Agreement Cyber liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate and includes third party. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CM/GC in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### **3.5 Bonding**

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the selected projects estimated at the time the contract is negotiated and until such time that the entire project bids, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to CCDC. The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition) and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

### **3.6 Taxes**

CCDC is exempt from federal and state taxes. Items purchased by CCDC and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

### **3.7 Legal Residency Requirement**

By submitting a proposal, the Respondent attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

### **3.8 Dual-Capacity License Requirements**

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved.

## SUBMISSION, EVALUATION, AND SELECTION

### 4.1 Forms Submitted

Respondents must submit the following completed forms via email along with the proposal by the proposal deadline:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit A)
- RFQ Waiver and Release (attached to this RFQ as Exhibit B)

Failure to submit all requested information may render any proposal unresponsive and void.

### 4.2 Objections to Specifications or Process

Objections to specifications or RFQ procedures must be in writing and received by CCDC, Attn: Kathy Wanner, Contracts Manager, at least three (3) business days before the date and time of the proposal deadline. The objection must state the exact nature of the protest, describing the location of the protest portion or clause in the RFQ documents and explaining why the provision should be struck, added, or altered, and contain suggested corrections. CCDC may deny the objection, modify the RFQ, and/or reject all or part of the objection.

### 4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Respondent shall indicate within their cover letter the addenda number(s) which they have incorporated into their proposal.

### 4.4 Scoring

Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Respondents should include a complete description of qualifications to serve as a CM/GC. Respondents are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Respondents acknowledge they will be ranked according to each article below, with points applied per article (100 points total):

**RFQ Submittal Cover Sheet (Exhibit A)** Must be included.

**RFQ Waiver and Release (Exhibit B)** Must be included.

**Signed Cover Letter (Limit 1 page)** 5 Points

Provide a signed letter briefly stating the Respondent's understanding of the RFQ for CM/GC services and a statement as to why the firm believes it is qualified to perform CM/GC services for CCDC. Indicate receipt and incorporation of addenda number(s) into Respondent's proposal.

**Detailed Proposal (Limit 20 pages) – organized with the following information:**

**a. Company Profile and Staffing: 15 Points**

Describe the company's history, size, resources, philosophy of service, typical volume of work, home office support staff, and construction management techniques and methods. Describe how your expertise, experience, techniques, and culture can be advantageous to CCDC in completing projects. Provide typical team structure and staffing support for CM/GC projects. Include Idaho Public Works and Idaho Public Works Construction Manager license information.

**b. CM/GC Approach: 25 Points**

Describe the firm's philosophy and approach to providing CM/GC services. Include a description of typical services provided; approaches to reach-out/solicit to subcontractors; how the firm manages budgets, subcontracts and trade contracts, materials purchases, and schedules; how the firm coordinates the work; and the approach to dealing with construction problems such as poor work quality, schedule adherence, disputes, etc.

Describe actions and procedures used to minimize adverse impacts to the public and adjacent businesses and property owners. Explain how good relations will be established and maintained and how open and productive communications will be fostered with all interested parties. Specific examples of successful implementation of these actions and procedures from past projects are encouraged.

Indicate how the firm manages risk during the construction phase.

**c. Budget Control: 15 Points**

Submit detailed information of how your firm provides and periodically updates construction cost estimates and participates in Value Engineering (VE) during project design. Describe how opportunities will be identified that will make the project a better value. Include the means and methods that will be used and, specifically, how key personnel will interact with stakeholders and the design team to introduce VE proposals and work through updates to cost estimates. Describe past projects where VE has been an integral part of the relationship with the owner, including VE processes that were not successful and VE means and methods successfully used on past projects.

Describe how your company successfully tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Guaranteed Maximum Price especially given that CCDC projects may have multiple funding sources from separate agencies including CCDC, ACHD and the City of Boise.

**d. Scheduling: 15 Points**

Describe the primary scheduling techniques the firm uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Describe how construction phasing can be optimized to ensure successful on-time completion. Describe methods used to coordinate with third party contractors for utility relocations/adjustments to existing utilities to ensure timely execution of utility work

ahead of or in concert with other project work. Discuss in detail how you intend to enforce contract schedule compliance.

**e. Relevant Similar Experience: 25 points**

Provide five (5) CM/GC projects completed within the last 10 years describing the firm's experience. Projects including the following experience are of particular interest.

- Traffic signal work, asphalt pavement reconstruction, sidewalk and curb out construction, green stormwater infrastructure, suspended pavement systems, utility infrastructure upgrades, canal improvements, downtown streetscape improvements, and mobility-related projects such as bike and public transportation.
- Parking garage structural maintenance and repairs, building renovation and building improvements.
- Working within or across multiple agency jurisdictions and work within urban areas with complex construction phasing within the public right-of-way should be highlighted.

Please focus on company experience. Do not include individual experience for projects performed while individuals were employed by other companies. As applicable, describe the firm's project approach, including a management plan and project management information systems that will be used on projects for CCDC.

Provide the following key information for each noted project:

- Brief description of the project, highlighting scope, budget, complexity, context, key interfaces, project staffing and management, and project delivery method similarities.
- Client reference and current contact information including name, title, phone number, and role on the project.
- Location of the project and completion date.
- The company's responsibilities on the project.
- Amount of initial contract award and final contract closeout or projected price. Respondent's portion of contract, scope of Respondent's portion, and value of Respondent's portion, and identification of whether Respondent was a prime or subcontractor on the project.

#### **4.5 Evaluation of Respondent**

A selection committee will evaluate the Respondent's response and qualifications. Before the preapproved list is created, CCDC may conduct reference investigations and interviews with one or more Respondents as is necessary to evaluate and determine the performance record and ability of the Respondents to perform CM/GC services and to determine the quality of the service being offered. By submitting a proposal, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews as necessary.

#### **4.6 Qualification-Based Selection**

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents



in meeting applicable requirements, but is not exhaustive, and CCDG will not be responsible for any failure by any Respondent to meet applicable requirements.

#### **4.7 Modification or Withdrawal of Proposal**

A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation and contracting purposes.

#### **4.8 QUESTIONS**

Any questions, clarifications, or objections must be received no later than 3:00 pm May 17, 2024.

Direct questions to: Kathy Wanner, Contracts Manager  
(208) 391-7304 or [kwanner@ccdcboise.com](mailto:kwanner@ccdcboise.com)

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#### **EXHIBITS TO THIS RFQ:**

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C. Sample Standard Agreement and General Conditions between Owner and Construction Manager (Where the CM is At-Risk)

**EXHIBIT A**

**RFQ: ON CALL CM/GC SERVICES  
SUBMITTAL COVER SHEET  
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation  
Attn: Kathy Wanner, Contracts Manager  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702

FROM:

**Company Name:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:**

**SIGNATURE:** **X** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**License Information:** Idaho Public Works Contractor License # \_\_\_\_\_

Idaho Public Works Construction Management License # \_\_\_\_\_

held by \_\_\_\_\_ (name of licensed CM who will be responsible).

**EXHIBIT B**

**REQUIRED WAIVER & RELEASE  
(REQUIRED FOR SUBMISSION)**

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a company to supply on call construction manager / general contractor services to CCDC for the project.

- A. Discretion of CCDC: The Proposer submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
  - a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the services RFQ;
  - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying the services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
  - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a construction manager / general contractor firm and any response by any Proposer thereto;
  - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
  - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
  
- B. Non-Liability of CCDC:
  - a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
  - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

## EXHIBIT C

### STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

#### TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS

**ARTICLE 1 AGREEMENT**

This Agreement is made this \_\_\_\_\_ Day of \_\_\_\_\_, 2024, by and between the

OWNER: **Capital City Development Corporation (CCDC)**  
**121 N. 9<sup>th</sup> Street**  
**Suite 501**  
**Boise, Idaho 83702**

and the

CONSTRUCTION MANAGER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax identification number (TIN): Tax ID: \_\_\_\_\_

Contractor License No: **Idaho Public Works Contractors License:** \_\_\_\_\_  
**Idaho Construction Manager License:** \_\_\_\_\_

for services in connection with the following PROJECT,

\_\_\_\_\_  
**Located in downtown Boise, Idaho**

Notice to the Parties shall be given at the above addresses.

The Design Professional is \_\_\_\_\_

The Parties agree as set forth herein:

**ARTICLE 2 GENERAL PROVISIONS**

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement unless authorized in writing by the Owner's Representative.

2.1.4 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has

not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors, subconsultants or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following: **None**. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.2.1 The Owner shall obtain from the Design Professional either a license for the Construction Manager and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

## 2.3 DEFINITIONS

2.3.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.3.1.1 The following attached exhibits are a part of this Agreement:  
Exhibit A **Preconstruction Services Proposal dated** \_\_\_\_\_  
Exhibit B CCDC RFQ; and  
Exhibit C Construction Manager's Proposal to CCDC RFQ.

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 A "Change Order" is a written order signed by the Owner and the Construction Manager after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by the Construction Manager and accepted by the Owner.

2.3.4 The "Contract Documents" consist of this Agreement, the existing Contract Documents listed in section 15.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.15.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Time" is the period between the Date of Commencement and the Final Completion.

2.3.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.3.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes the Construction Manager's Representative. In the event the parties agree to a Guaranteed Maximum Price as defined herein, the Construction Manager shall serve the role of a Construction Manager / General Contractor for the actual performance of the Work.

2.3.8 "Date of Commencement" is as set forth in section 6.1.

2.3.9 "Day" means a calendar day.

2.3.10 "Defective Work" is any portion of the Work that that does not conform with the Contract Documents.

2.3.11 “Design Professional” means the licensed architect or engineer, and its consultants, retained by the Owner to perform design services for the Project.

2.3.12 “Final Completion” occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.3.13 “Guaranteed Maximum Price” or “GMP” means the amount proposed by the Construction Manager, negotiated by the Parties, and thereafter accepted by the Parties as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes Construction Manager's Fee, the General Conditions Costs, the Cost of the Work, and Construction Manager's Construction Contingency amount.

2.3.14 “Interim Directed Change” is a change to the Work directed by the Owner pursuant to section 9.2.

2.3.15 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Construction Manager must comply that are enacted as of the Agreement date.

2.3.16 A “Material Supplier” is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.3.17 “Others” means other contractors, material suppliers, and persons at the Worksite who are not employed by the Construction Manager or Subcontractors.

2.3.18 “Overhead” means (a) payroll costs and other compensation of the Construction Manager's employees in the Construction Manager's principal and branch offices; (b) general and administrative expenses of the Construction Manager's principal and branch offices.

2.3.19 “Owner” is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.20 The “Owner's Program” is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.3.21 The “Parties” are collectively the Owner and the Construction Manager.

2.3.22 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.3.23 The “Schedule of the Work” is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.24 “Subcontractor” is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others. All subcontractors shall hold valid Public Works Contractor license(s) pursuant to Idaho Code § 54-1902.

2.3.25 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may

occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Construction Manager.

2.3.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.28 "Work" means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.29 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

#### **3.1 GENERAL RESPONSIBILITIES**

3.1.1 The Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Construction Manager recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.1.4 The Construction Manager understands that the Work within and around public rights-of-way and in and around other third party construction projects may create unique and challenging circumstances that must be anticipated, thoughtfully considered, and effectively managed by Construction Manager in the performance of all aspects of this Agreement. The Construction Manager shall work cooperatively with any and all parties working in and around the Worksite in performance of the services outlined in this Agreement.

#### **3.2 CONSTRUCTION PERSONNEL AND SUPERVISION**

3.2.1 The Construction Manager shall provide competent supervision for the performance of the Work. The Construction Manager shall utilize the key personnel for the Work involving this contract as indicated in Construction Manager's Response to Owner's Request for Qualifications: **NAME OF**



**PROJECT**, dated [REDACTED], attached as Exhibit C and specifically incorporated herein by reference. Any superintendent disapproved by Owner shall not perform in that capacity thereafter at the Worksite.

3.2.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.2.3 The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Construction Manager shall immediately reassign the person on receipt of the Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE The Construction Manager's authorized representative is [REDACTED]. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. If the Construction Manager changes its representative or their authority, the Construction Manager shall immediately notify the Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section and as included in Exhibit A are included in the Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION The Construction Manager shall provide a preliminary evaluation of the Owner's Program and report such findings to the Owner and the Design Professional.

3.3.2 CONSULTATION The Construction Manager shall schedule and attend regular meetings with the Owner, Design Professional, and third parties identified by Owner as having an interest in the Work. The Construction Manager shall consult with the Owner, Design Professional, and third parties regarding site use and improvements and the selection of materials, building systems, and equipment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall provide reasonable care to review these Drawings and Specifications and report to the Owner any nonconformity discovered by or made known to the Construction Manager. The Construction Manager shall provide recommendations on: construction feasibility; actions designed to minimize adverse effects of labor or material shortages; steps to minimize adverse effects on third parties; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, the Construction Manager shall prepare a preliminary Schedule of the Work for the Design Professional's review and the Owner's approval. The Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of the Owner, Construction Manager, Design Professional, the requirements of governmental entities, and any pre-construction or construction activities being performed in and around the Worksite by third parties. As design proceeds, the Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicates that milestone dates contained in prior Schedules of the Work will not be met, the Construction Manager shall notify and make recommendations to the Owner. If the Project is to be completed in phases, the Construction Manager shall make

recommendations to the Owner and Design Professional regarding the phased issuance of the drawings and specifications.

### 3.3.4 ESTIMATES

3.3.4.1 When the Owner has sufficiently identified the Owner's Program and other Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Design Professional and approval of the Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.3 When design development documents or documents of comparable detail have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare a further detailed estimate with supporting data for review by the Design Professional and approval by the Owner. During the preparation of the drawings and specifications, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.4 If any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall notify and make recommendations to the Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall issue a report to the Design Professional and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by the Construction Manager, its Subcontractors, Subsubcontractors, and Material Suppliers.

3.3.7 LONG-LEAD ITEMS The Construction Manager shall recommend to the Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES The Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

### 3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Owner and Construction Manager agree the drawings and specifications are sufficiently complete, the Construction Manager shall prepare and submit to the Owner in writing a GMP. The GMP proposal shall include the sum of the estimated Cost of the Work, the Construction Manager's Fee, General Conditions costs, Risk Contingency, the clarifications and assumptions upon which the GMP is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. The Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. If both the Owner and Construction Manager mutually agree, the Construction Manager may prepare and submit to the Owner in writing a Lump Sum proposal to complete the work.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE The Construction Manager shall include with the GMP proposal sufficient details and information for its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a "Summary Matrix of Cost Allocation" table summarizing the costs associated with the various cost categories of CM/GC fee, General Conditions, Subcontract Costs, Change Orders, Risk Contingency, and Owner Cost.

3.4.2.8 a statement of any work to be self-performed by the Construction Manager.

3.4.2.9 a list of all bid packages and purchase orders the Construction Manager anticipates awarding.

3.4.2.10 a draft Schedule of Values in which the sum of all line items equals the GMP.

3.4.3 RISK CONTINGENCY ACCOUNT The Construction Manager's Risk Contingency Account shall be a negotiated percentage of the GMP.

3.4.3.1 Subject to prior written consent of the Owner, the Construction Manager may utilize the Risk Contingency Account to pay for coordination of the following items for which the Construction Manager is responsible:

- 3.4.3.1.1 All costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout.
- 3.4.3.1.2 Coordination errors and coordination omissions related to the shop drawings and submittals defined in the Contract Documents.
- 3.4.3.1.3 Delays or interference caused by a Subcontractor impacting the construction schedule or the Construction Manager's management of the project.
- 3.4.3.1.4 Delays or interference caused by Subcontractors impacting the schedule or work of another Subcontractor.
- 3.4.3.1.5 Costs related to replacement of a non-performing subcontractor.
- 3.4.3.1.6 Off-Hours work

3.4.3.2 The Construction Manager may not use the Risk Contingency Account for items that are covered by the Construction Manager's Fee or defined as General Conditions. The Risk Contingency Account also may not be used for Subcontract Bid Packages that exceed the bid estimate, defective or nonconforming Subcontractor work, or trade damage.

3.4.3.3 The Construction Manager's use of the Risk Contingency Account is limited to the items described in section **Error! Reference source not found.** and must be approved in writing in advance by the Owner, provided that in the event of a critical or emergency type situation, the Construction Manager determines that there is not time to obtain the Owner's prior written approval, the Construction Manager may take action at its risk that must be subsequently concurred with in writing by the Owner before the Risk Contingency Account may be used. The Construction Manager shall provide the Owner monthly updates on the use of the Risk Contingency Account. Any funds remaining in the Risk Contingency Account shall be returned to the Owner without the corresponding Construction Manager's Fee.

3.4.4 The Construction Manager shall meet with the Owner to review the GMP. If the Owner discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP. The Owner shall then give prompt written approval of the GMP following the approval of the Owner's Board of Commissioners.

3.4.5 The Owner shall cause the Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to the Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by the Owner, Construction Manager, and Design Professional. The Construction Manager shall promptly notify the Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.6 If the Contract Documents are not complete at the time the GMP proposal is submitted to the Owner, the Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.7 If this Agreement is executed prior to establishment of the Guaranteed Maximum Price and its acceptance by the Owner, then the GMP and its basis shall be set forth in an Amendment to the Agreement.

3.4.8 ALLOWANCES Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.9 FAILURE TO ACCEPT THE GMP PROPOSAL Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Construction Manager, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

3.4.9.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by the Construction Manager, the GMP Proposal shall be deemed accepted in accordance with subsection 3.4.7;

3.4.9.2 direct the Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.9.3 terminate the Agreement for convenience in accordance with section 12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.10 PRE-GMP WORK Prior to the Owner's acceptance of the GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

### 3.5 COOPERATION WITH WORK OF OWNER AND OTHERS

3.5.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, clean up, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.5.2 If the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Construction Manager, the Owner, and Others shall adhere to the revised Schedule of the Work.

3.5.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Construction Manager's Work with theirs.

3.5.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If the Construction Manager does not notify the Owner of defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

### 3.6 CONSTRUCTION SERVICES AND ADMINISTRATION

3.6.1 Prior to commencing the Work, the Construction Manager shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Construction Manager shall promptly report to the Owner any errors, inconsistencies or omissions discovered by or made known to the Construction Manager.

3.6.2 Should the Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized that the Construction Manager is not acting in the capacity of a licensed design professional. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6.3 The Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section.

3.6.4 The Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports described in the three preceding subsections; any additional costs or time must be approved by Owner.

3.6.5 **COST REPORTING** The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded access to all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.6.5.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

### 3.7 MATERIALS FURNISHED BY THE OWNER OR OTHERS

3.7.1 If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract

Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Construction Manager shall be the responsibility of the Construction Manager and may be deducted from any amounts due or to become due the Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

### 3.8 TESTS AND INSPECTIONS

3.8.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.8.3, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.

3.8.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in the subsection below.

3.8.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for costs of correction and retesting.

### 3.9 WORKMANSHIP

3.9.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

### 3.10 WARRANTY

3.10.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.10.4 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties are expressly incorporated herein by reference and Parties shall take reasonable efforts to set forth a list of special or extended warranties as an attached exhibit to this Agreement. Construction Manager's liability for such warranties shall be limited to the two-year correction period referred to in the section immediately below. After that period the Construction Manager shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

### 3.11 CORRECTION OF WORK WITHIN TWO YEARS

3.11.1 If prior to Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.

3.11.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner within forty-five (45) Days.

3.11.4 The Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction Manager and allow the Construction Manager an opportunity to correct the Work if the Construction Manager elects to do so. If the Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Construction Manager does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Construction Manager, the Owner shall promptly provide the Construction Manager with an accounting of the correction costs it incurs.

3.11.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.



3.11.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Construction Manager's other obligations under the Contract Documents.

3.11.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases, the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

### 3.12 CORRECTION OF COVERED WORK

3.12.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Construction Manager to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

### 3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PRECAUTIONS AND PROGRAMS The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with Laws.

3.13.2 The Construction Manager shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.13.3 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE The Construction Manager's Worksite Safety Representative is [REDACTED] who shall act as the Construction Manager's authorized safety representative with a duty to prevent accidents. The Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner. The cost of this activity is included in the GMP.

3.13.4 The Construction Manager shall provide the Owner with copies of all notices required of the Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.13.5 Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or

Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.

3.13.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require the Construction Manager to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them and deduct their cost from the GMP. The Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on the Construction Manager's compliance with the Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, the Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

### 3.15 HAZARDOUS MATERIALS

3.15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall promptly report the condition to the Owner, the Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.15.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.5 If the Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion.

3.15.6 To the extent permitted by section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against any and all direct claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.

### 3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors, and Others.

3.15.7.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.15.7.3 To the extent permitted under section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its agents, officers, directors, and employees, the Owner shall defend, indemnify and hold harmless the Construction Manager, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents.

3.15.7.4 This section shall survive the completion of the Work or any termination of this Agreement.

### 3.16 SUBMITTALS

3.16.1 The Construction Manager shall submit to the Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with subsection 4.5.1. The Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. The Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Design Professional and the Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.

3.16.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the

procedures of ARTICLE 9 are followed. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, Design Professional provide for an adjustment in the Contract Price or Contract Time.

3.16.6 The Construction Manager shall prepare and submit to the Owner final marked-up as-built drawings.

3.17 DESIGN DELEGATION If the Contract Documents specifically require the Construction Manager to procure design services, the Owner shall specify all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As permitted by the laws, rules, and regulations in the jurisdiction where the Project is located, the Construction Manager shall procure such services and any certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of the Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Construction Manager's design professional.

### 3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Construction Manager shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the unknown condition shall be determined as provided in ARTICLE 9.

### 3.19 PERMITS AND TAXES

3.19.1 The Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of the Owner pursuant to section 4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Construction Manager shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 The Construction Manager shall pay all applicable taxes, including use taxes, enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.19.3 The GMP shall be adjusted for additional costs resulting from Laws enacted after the date of this Agreement, including taxes.

3.19.4 If, in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Construction Manager as a result of any such action.

### 3.20 CUTTING, FITTING, AND PATCHING

3.20.1 The Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.20.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

### 3.21 CLEANING UP

3.21.1 The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If the Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Construction Manager in the next payment period.

3.22 ACCESS TO WORK The Construction Manager shall facilitate the access of the Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS The Construction Manager shall comply with all Laws at its own costs. The Construction Manager shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Construction Manager, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to the Owner is given and advance approval by appropriate authorities, including the Owner, is received.

3.24 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Subsubcontractors, and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Construction Manager or Owner, as the case may be, shall promptly notify the other party to permit that party's legal objection, if necessary.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by the Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work. The Construction Manager shall be notified prior to any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Laws; and

4.3.3 any other information or services requested in writing by the Construction Manager which are required for the Construction Manager's performance of the Work and under the Owner's control.

4.4 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of the Construction Manager pursuant to section 3.19.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 CONTRACT DOCUMENTS Unless otherwise specified, the Owner shall provide a reasonable number of hard copies of the Contract Documents to the Construction Manager without cost.

4.5.1 DOCUMENTS IN ELECTRONIC FORM Project document exchange and submittals will be managed through Construction Manager's project management system.

4.6 OWNER'S REPRESENTATIVE The Owner's Representative is [REDACTED]. The Owner's Representative shall be fully acquainted with the Project and, to the extent allowed by statute and OWNER's policies and procedures, shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority, the Owner shall immediately notify the Construction Manager in writing.

4.7 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.

4.8 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Construction Manager incurs additional costs or is delayed due to such loss or damage, the Construction Manager shall be entitled to an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services.

## ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors holding valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, the Construction Manager shall provide the Owner, and, if directed, the Design Professional with a written list of the proposed subcontractors and significant Material Suppliers.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 12.3 or 12.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in an Amendment to this Agreement subject to adjustments as provided for in the Contract Documents. The Owner and the Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in the Amendment. If a GMP is not established and the

Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in an Amendment. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence for this Agreement.

6.1.3 Unless instructed by the Owner in writing, the Construction Manager shall not knowingly commence the Work before the effective date of insurance to be provided by the Construction Manager or the Owner as required by the Contract Documents.

## 6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting the first application for payment, the Construction Manager shall submit to the Owner and the Design Professional a Schedule of the Work showing the dates on which the Construction Manager plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. The Construction Manager shall comply with the approved Schedule of the Work, unless directed by the Owner to do otherwise or the Construction Manager is otherwise entitled to an adjustment in the Contract Time. The Construction Manager shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.2.2 The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Construction Manager's costs or time, the GMP or the Dates of Substantial or Final Completion shall be equitably adjusted.

## 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Construction Manager, the Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. In addition, if the Construction Manager incurs additional costs as a result of such delay, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7. Examples of causes beyond the control of the Construction Manager include, but are not limited to, the following: (a) acts or omissions of the Owner, the Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Construction Manager shall submit any requests for equitable extensions of Contract Time or equitable adjustment in Contract Price in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if the Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Construction Manager shall provide prompt written notice to the Owner of the cause of such delays after the Construction Manager first recognizes the delay. The Owner and the Construction Manager agree to take reasonable steps to mitigate the effect of such delays.



**6.4 NOTICE OF DELAY CLAIMS** If the Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Construction Manager shall give the Owner written notice of the claim in accordance with section 9.4. If the Construction Manager causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.7. The Owner shall process any such claim against the Construction Manager in accordance with ARTICLE 9.

**6.5 MONITORING PROGRESS AND COSTS** Following acceptance by the Owner of the GMP, the Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. The Construction Manager will provide written reports to the Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

## **6.6 LIQUIDATED DAMAGES**

**6.6.1 SUBSTANTIAL COMPLETION** The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

**6.6.1.1** The Construction Manager understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

**6.6.2 FINAL COMPLETION** The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

**6.6.2.1** The Construction Manager understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Final Completion is not attained the Construction Manager shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

**6.6.3 OTHER LIQUIDATED DAMAGES** The Owner and the Construction Manager may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

**6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.6 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the

Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver: NONE.

6.7.1 The Owner and the Construction Manager shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 the Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in section 7.4.

7.2 The compensation to be paid shall be limited to the GMP established in an Amendment to this Agreement, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE If a GMP Amendment is executed, the Construction Manager's Fee for construction services shall be                      PERCENT (X%) and is understood to include overhead and profit subject to adjustment as provided in section 7.4.

7.3.1 The Construction Manager's Fee shall be earned by the Construction Manager and paid by Owner ratably with each application for payment during the construction phase of the Work.

7.3.2 The Construction Manager's Fee shall cover the following:

7.3.2.1 All profit of the Construction Manager for the Project.

7.3.2.2 All home office overhead expenses, including materials, travel, phone, facsimile, postage, internet service, and other incidental office expenses attributed to work on this Project that is not specifically identified in the General Conditions Work.

7.3.2.3 Labor expenses for any Cost Estimator, Safety Manager, and Building Information Modeling Personnel.

7.3.2.4 All reasonable and necessary travel expenses.

7.3.2.5 All overhead expenses of the Construction Manager for participation in and the support of the Subcontractor bidding process of the Project.

7.3.2.6 Other than retail sales tax, all taxes owed by the Construction Manager including city and state business and occupation tax.

7.3.2.7 The Construction Manager's expenses for providing insurance coverage required by the Contract Documents.

7.4 ADJUSTMENT IN THE CONSTRUCTION MANAGER'S FEE Adjustment in the Construction Manager's Fee shall be made as follows:

7.4.1 for changes in the Work as provided in ARTICLE 9, the Construction Manager's Fee shall be adjusted in accordance with the percentages identified in Article 7.3, above.

7.4.2 for delays in the Work not caused by the Construction Manager, except as provided in section 6.3, there shall be an equitable adjustment in the Construction Manager's Fee to compensate the Construction Manager for increased expenses; and

7.4.3 if the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Construction Manager shall be paid an additional fee in the same proportion that the Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION The Construction Manager shall be compensated for Preconstruction Services as follows: Owner shall pay Construction Manager the not to exceed sum of [REDACTED] **DOLLARS (\$XX,XXX) at the hourly rates set forth in Exhibit A** for the preconstruction services and reimbursable costs identified in Exhibit A, subject to additional services and other changes requiring an equitable adjustment.

7.6 Savings: If the sum of the actual Cost of the Work and Construction Manager's Fee is less than the GMP at final completion, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: Savings returned to Owner less the Construction Manager's Fee of the GMP at Final Completion.

## ARTICLE 8 COST OF THE WORK

8.1 The Owner agrees to pay the Construction Manager for the Cost of the Work meaning those costs items that are directly related to the Project, necessarily and reasonably incurred by the Construction Manager in the proper performance of the Work, and specifically and expressly defined in this article. Payment of Cost Items shall be in addition to the Construction Manager's Fee stipulated in section 7.3.

### 8.2 COST ITEMS

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of the Work.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office and employees engaged on the road expediting the production or transportation of material and equipment, and the following employees working at both the field office and the principal office:

Project Manager – NAME / \$XX.XX per hour  
Senior Superintendent – NAME / \$XX.XX per hour  
Superintendent - NAME / \$XX.XX per hour  
Project Engineer - NAME / \$XX.XX per hour

Normal working hours are Monday-Friday 5:00 a.m. to 7:00 p.m. Any work outside these hours will be considered "off-hours." If off-hours work is required by Owner or agencies having jurisdiction the above rates will increase 25%. Payment of off-hours work shall be made from the Risk Contingency Account and must be approved in writing in advance by the Owner.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel

policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work pursuant to subsections .1 and .2 immediately above.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

8.2.5 Payments made by the Construction Manager to Subcontractors for the cost of work performed under this Agreement.

8.2.6 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.

8.2.7 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.8 Sales tax.

8.2.9 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a two year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the Construction Manager's negligence.

8.2.11 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.13 All water, power, and fuel costs necessary for the Work.

8.2.14 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.15 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.16 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.

8.2.17 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents and not otherwise excluded by the terms of this Agreement.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.4 EXCLUDED COSTS The following shall not be included in the Cost of the Work:

8.4.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the worksite except as allowed in section 8.2

8.4.2 Any overhead and general expenses, except as may be expressly included in section 8.2.

8.4.3 Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

8.4.4 Rental cost of machinery and equipment, except as provided in section 8.2.

8.4.5 Any cost associated with the Work not specifically and expressly described in section 8.2.

8.4.6 Costs due to the fault or negligence of the Construction Manager, Subcontractors, Subsubcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.

8.4.7 The cost of correction of any repair work, nonconforming or defective work, or warranty work.

8.4.8 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in section 8.2.

8.4.9 Fines and penalties.

8.4.10 Any costs in excess of the GMP.

8.5 OTHER COST ITEMS The Construction Manager Fee shall not be applied to the cost of Preconstruction Services, Payment and Performance Bonds, Insurance Policies set forth in section 11.2, any other insurance policies secured by Construction Manager, the Construction Manager's Fee itself, and any other cost or charge that the Agreement states is not to be included in calculating the Construction Manager's Fee.

## **ARTICLE 9 CHANGES**

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

### **9.1 CHANGE ORDER**

9.1.1 The Construction Manager may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Owner and the Construction Manager shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM The Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion until a Change Order has been executed or a written Interim Directed Change has been issued.

## 9.2 INTERIM DIRECTED CHANGES

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Construction Manager on the adjustment, if any, in the GMP or the Date of Substantial Completion or Date of Final Completion.

9.2.2 The Owner and the Construction Manager shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directed Change. As the changed Work is performed, the Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

9.2.3 When the Owner and the Construction Manager agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Construction Manager have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

## 9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 costs calculated on a basis agreed upon by the Owner and Construction Manager plus the fee as identified in Article 7.3; or

9.3.1.4 if an increase or decrease cannot be agreed to as set forth in subsections .1 through .3 above, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, the Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, the Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.1.5 Change Order markup costs for Subcontractors are limited to 10% for overhead and profit on direct costs of labor, materials, and equipment.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Construction Manager, such unit prices shall be equitably adjusted.

9.3.3 If the Owner and the Construction Manager disagree as to whether work required by the Owner is within the scope of the Work, the Construction Manager shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations.

9.3.4 If the Owner issues a written order for the Construction Manager to proceed, the Construction Manager shall perform the disputed work and the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, the Construction Manager shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of the Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, the Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within Sixty (60) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, the Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 CHANGES IN LAW Notwithstanding the Construction Manager's obligations to comply with all laws, if any changes in Laws, including taxes, which were not reasonably anticipated and then enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Owner and set forth in an Amendment, whichever occurs later, the GMP, estimated Cost of the Work, and the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted by Change Order.

9.6 INCIDENTAL CHANGES The Owner may direct the Construction Manager to perform incidental changes in the Work, upon concurrence with the Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

## **ARTICLE 10 PAYMENT**

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, and within fourteen (14) days from the date of execution of any Amendments affecting the GMP, the Construction Manager shall prepare and submit to the Owner and, if directed, the Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

## 10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS The Construction Manager shall submit to the Owner and, if directed, the Design Professional a monthly application for payment no later than the last day of the calendar month for the preceding thirty (30) Days. The Construction Manager's applications for payment shall be itemized and supported by the Construction Manager's schedule of values and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, no later than thirty (30) Days after the Construction Manager has submitted a complete and accurate payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 10.2.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

10.2.3 RETAINAGE During the Construction phase, from each progress payment made prior to Final Completion, the Owner may retain Five percent (5.0%) of the amount otherwise due after deduction of any amounts as provided in section 10.3, and in no event shall such percentage exceed any applicable statutory requirements. Upon final completion of any phase of the Work, where phase of the Work is defined as no less than the Scope of Work for any one (1) negotiated GMP, where construction is complete and accepted by the Owner, Construction Manager shall be entitled to payment for the withheld retainage attributable to the phase(s) of the Work attaining Final Completion.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under this Agreement:

10.3.1 the Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Construction Manager to the Owner or Others to whom the Owner may be liable;

10.3.3 the Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and



10.3.7 uninsured third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within fourteen (14) Days after the time such payment is due, then the Construction Manager, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest for late payment. The GMP and Dates of Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

#### 10.6 SUBSTANTIAL COMPLETION

10.6.1 The Construction Manager shall notify the Owner and, if directed, the Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner and, if directed, to the Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

#### 10.7 PARTIAL OCCUPANCY OR USE

10.7.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The Construction Manager shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy.

## 10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, the Construction Manager shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP and the retainage held by the Owner for the Work shall be made to the Construction Manager within thirty (30) Days after the Construction Manager has submitted an application for final payment, including submissions required under subsection 10.8.4, and after a Certificate of Final Completion has been executed by the Owner and Construction Manager.

10.8.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by section 10.8.

10.8.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless the Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate allowed by the State of Idaho.

## ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

### 11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees, the Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by or arising out of the negligent acts or omissions of the Construction Manager, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above the Construction Manager's percentage of liability for the underlying claim to the extent provided for by the subsection 11.1.2 below.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, the Design Professional, or Others, but only to the extent caused by or arising out of the negligent acts or omissions by the Owner, the Design Professional, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection 11.1.1 above.

### 11.2 INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, the Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Comprehensive Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Construction Manager shall furnish Owner with a copy of the Acord certificate(s) evidencing the insurance coverage including the required endorsements. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager shall maintain completed operations liability insurance for two years after Final Completion. The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c), and underground (u) exposures without the specific written approval of the Owner. All insurance coverage shall be occurrence based coverages and shall include a waiver of subrogation by the insurers in favor of Owner. The coverages shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Owner

The Construction Manager's policies shall be written with at least the following limits of liability:

#### **Professional Liability Insurance**

- \$1,000,000 General Aggregate
- \$1,000,000 Each Occurrence

#### **Commercial General Liability (CGL)**

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$100,000 Fire Damage Liability

- \$5,000 Medical Expenses – Each Person

**Comprehensive Automobile Liability**

- \$1,000,000 Each Occurrence – coverage to include owned, hired, and non-owned automobiles. Construction Manager shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

**Excess Liability (Umbrella)**

- \$2,000,000

**Cyber Security Liability Insurance**

- \$1,000,000 Each Occurrence or Claim
- \$1,000,000 Aggregate

**Workers Compensation and Employers Liability Insurance**

- Statutory Limits
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 Policy Limits
  - \$1,000,000 Each Employee

**Builder’s Risk**

Unless Owner carries or waives such coverage, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the Work and all existing structures owned by Owner within the project on a replacement cost basis. This property insurance coverage shall be no less than the amount of the initial contract price, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until the Work is substantially completed (as evidenced by a Certificate of Occupancy), unless otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, subcontractors, and sub-subcontractors in the Work as insureds. This insurance shall include the interests of mortgagees as loss payees. The insurance required by this Section shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

**Cyber Liability Insurance**

Construction Manager shall maintain throughout the term of this Agreement cyber liability insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate and includes third party. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Construction Manager in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

11.2.2 Employers' Liability, Comprehensive Automobile Liability, Cyber Security Liability, and CGL coverages required under subsection 11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 The Construction Manager shall maintain in effect all insurance coverage required under subsection 11.2.1 with insurance companies lawfully authorized to do business in Idaho. If the

Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to the Construction Manager from its current insurance company, insurance policies required under subsection 11.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Construction Manager shall furnish the Owner with certificates of insurance evidencing the coverage until two years after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### 11.3 ADDITIONAL LIABILITY COVERAGE

11.5.1. Additional Insured. The CGL insurance policy and the Automobile Liability insurance policy shall name Owner as Additional Insured and shall protect its officers, agents, and employees from and against claims for bodily injury, property damage, personal injury, and advertising injury to the extent caused by or arising out of the negligent acts or omissions of Construction Manager, or those acting on the Construction Manager's behalf, in the performance of the Construction Manager's work for the Owner at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring any additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, the Construction Manager shall provide either a copy of the policy, or a certificate and endorsement evidencing that the Owner has been named as an additional insured, as applicable.

11.4 ROYALTIES, PATENTS, AND COPYRIGHTS The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify, and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Design Professional.

### 11.5 BONDS

11.5.1 Performance and Payment Bonds are required of the Construction Manager. Such bonds shall be issued by a surety admitted in the state of Idaho and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Any increase in the GMP that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the original GMP. The Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though the Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. A copy of the Construction Manager's Payment Bond for the Project, if any, shall be furnished by the Owner or the Construction Manager upon the Subcontractor's written request.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent the Construction Manager provides professional services, the Construction Manager shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by the Construction Manager, written for not less than One Million dollars (\$1,000,000.00) per claim and in the aggregate with the deductible not to exceed One Hundred Thousand dollars (\$100,000.00). The Construction Manager shall pay the deductible. To the extent the Construction Manager is required to procure design services in accordance with subsection 3.16, the Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Construction Manager's design professional, written for not less than One Million dollars (\$1,000,000.00) per claim and in the aggregate with the deductible not to exceed One Hundred Thousand dollars (\$100,000.00). The Construction Manager's design professional shall pay the deductible.

## **ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION**

### **12.1 SUSPENSION BY OWNER FOR CONVENIENCE**

12.1.1 OWNER SUSPENSION Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by the Owner, following all instructions by Owner regarding the suspension, delay, or interruption, and take all actions necessary (or that the Owner may direct) for the protection and preservation of the Work. The GMP and the Dates of Substantial or Final Completion shall be equitably adjusted by Change Document for the cost and delay resulting from any such suspension.

12.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If the Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Construction Manager may be deemed in default. If the Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite and remove Construction Manager therefrom; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Construction Manager; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

## 12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 12.2, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Construction Manager, and if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner under section 12.2. If the Owner's costs arising out of the Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, the Construction Manager shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid GMP, the Owner shall pay the difference to the Construction Manager. If the Owner exercises its rights under this section, upon the request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner.

12.3.2 If the Owner or Others perform work under this section, the Owner shall have the right to exclude Construction Manager from the site and take possession of and use any materials, supplies, and equipment belonging to the Construction Manager and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement, or if there has been a default and the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Agreement, or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 The Owner shall make reasonable efforts to mitigate damages arising from the Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to sections 12.2 and 12.3.

12.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Construction Manager was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 12.4.

## 12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If the Owner terminates this Agreement pursuant to this section, the Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

12.4.3 If the Owner terminates this Agreement, the Construction Manager shall:

12.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as the Owner directs; and

12.4.3.4 sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

## 12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

12.5.1.3 suspension by the Owner for convenience pursuant to section 12.1.

12.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to section 4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

12.5.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with section 10.6, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by the Construction Manager in accordance with this section, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to this article, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or



resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall be entitled to submit such matter to the binding dispute resolution procedures selected herein.

13.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using:

- the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
- the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- the current arbitration rules of [ ] and administered by [ ].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.3.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.3.2 VENUE The venue of any binding dispute resolution procedure shall be in Boise, Idaho.

13.3.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

13.3.4 An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

13.4 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

## ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement and each and every provision is for the exclusive benefit of the Parties and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. If such assignment occurs, the Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

14.9 ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION In accordance with Idaho Code Section 67-2346, Construction Manager, 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. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any Consultant, Construction Manager, or Contractor having fewer than 10 employees.

14.10 CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, effective July 1, 2023, Constructor, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

## ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Exhibit A: CM/GC Preconstruction Services Proposal, dated [REDACTED]
- (b) Exhibit B: CCDDC RFQ, dated [REDACTED]
- (c) Exhibit C: Construction Manager's Proposal to CCDDC RFQ, dated [REDACTED]
- (d) Drawings: [REDACTED]
- (e) Specifications: [REDACTED]
- (f) Addenda: [REDACTED]
- (g) Owner Provided information: [REDACTED]
- (h) Other: [REDACTED]

### 15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner and, if directed, to its Design Professional for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Dates of Substantial or Final Completion or Contract Price or dispute mitigation and resolution.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to subsection 15.2.2 the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 3.15.4 or designated as a Contract Document in 15.1; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

End of Agreement  
*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:

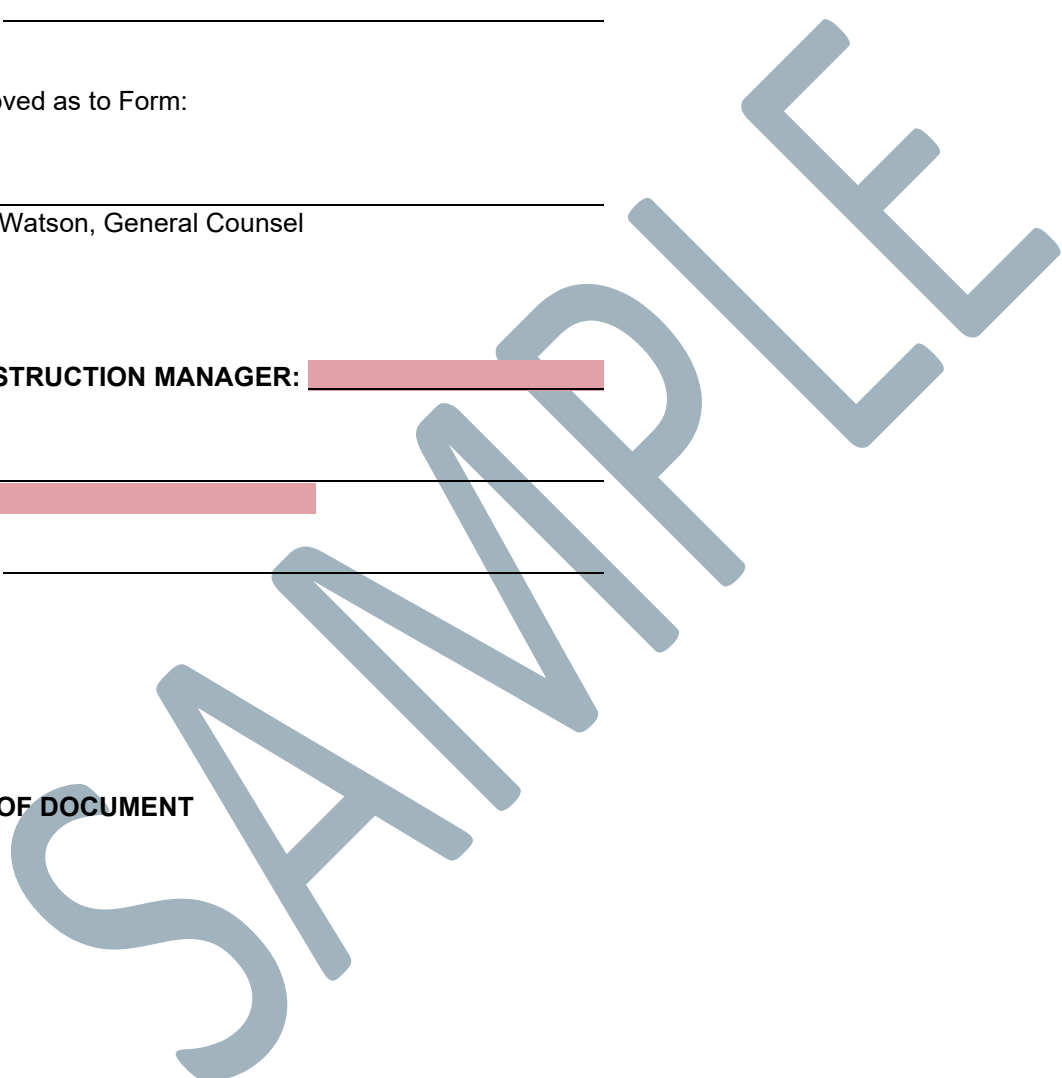
\_\_\_\_\_  
Mary Watson, General Counsel

**CONSTRUCTION MANAGER:** \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

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

**END OF DOCUMENT**



Budget Info / For Office Use	
Fund/District	
Account	
Activity Code	
PO #	
Due Date	
Termination	

## ATTACHMENT C

### Recommended Roster of On-Call CM/GC Firms and Firms that also submitted SOQs

<b>RECOMMENDED</b> (in alphabetical order)	
<ul style="list-style-type: none"><li>- Andersen Construction of Idaho</li><li>- Guho Corp.</li><li>- McAlvain Construction, Inc.</li><li>- Petra, Inc.</li><li>- Wright Brothers, The Building Company, Eagle LLC</li></ul>	

<b>Also submitted SOQs</b>	
<ul style="list-style-type: none"><li>- Engineered Structures, Inc. (ESI)</li><li>- Faber Construction Corp.</li><li>- Idaho Dirt Company (no Construction Manager license)</li></ul>	

<b>Ranking Based on RFQ Criteria</b> (400 total)	
Andersen Construction of Idaho	334
Engineered Structures, Inc. (ESI)	278
Faber Construction Corp.	276
Guho Corp	368
McAlvain Construction, Inc.	364
Petra, Inc.	316
Wright Brothers, The Building Company, Eagle LLC	352



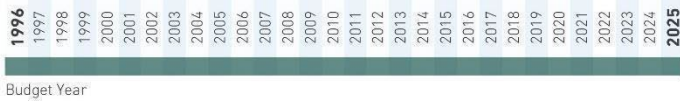
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**DATE:** July 16, 2024  
**TO:** Latonia Haney Keith, Chair  
 Board of Commissioners  
**FM:** John Brunelle, Executive Director  
**RE:** CCDC Monthly Report

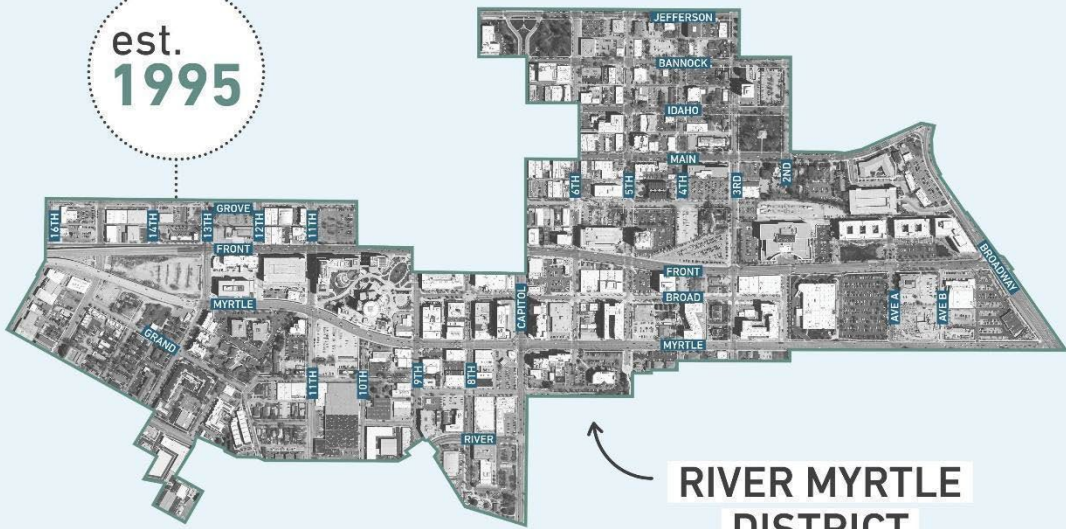
# RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



est.  
**1995**



**RIVER MYRTLE  
DISTRICT**

DISTRICT MAP





## Economic Development

### **150 S. 5th St. - CW Moore Park Improvements – PP Type 4**

**Partnership with Boise Parks:** A partnership with Boise Parks and Recreation to upgrade CW Moore Park. The Agency is working with the Parks department to help fund the improvements, not to exceed \$350,000. The Board approved the project in May 2022 for T4 Agreement Designation and approved the T4 Agreement in May 2024. Agency is coordinating with the City of Boise on project timelines for construction documents and beginning of construction. *Project Lead: Toby Norton*

### **210 W. Main St. - US Assay Office Pathway & Landscaping - PP Type 1:**

Landscaping and historical improvements at the US Assay Office. CCDC's longstanding dedication to historic preservation and placemaking are both in play as we help with long overdue improvements to the grounds of the US Assay Office. The 1.79-acre property at 210 W. Main first included in an urban renewal district in 1996. CCDC is dedicating over \$150,000 in Urban Renewal funds to the Foundation for Idaho History by CCDC for public space improvements, which are nearing completion, with interpretive signage anticipated to be installed this summer. Once complete, the park will take place among CCDC's placemaking portfolio along with Cherie Buckner Webb Park, The Grove Plaza, City Hall Plaza, and the upcoming work at 521 W. Grove. *Project Lead: Kassi Brown*

### **1201 W. Grove St. - The Broadstone Saratoga - PP Type 4:**

A 334-unit, mixed-use development with 377 parking spaces and ground-floor retail. With \$100 million in total development costs, the Agency expects to reimburse \$1.9 million 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 approved the Type 4 Capital Improvement Project Coordination participation agreement in June 2023, and construction is underway. *Project Lead: Corrie Brending*

**200 N. 4th St. - ICCU Plaza - PP Type 2:** BVA Development is constructing a 13-story commercial/office space tower and an 11-story residential/multi-family tower, which includes 125 apartments and 150,000 square feet of Class A office space. The public improvements eligible for CCDC reimbursement include streetscapes along 4th, Main, and Bannock streets. Utility upgrades and expansion work includes upgrading and undergrounding power lines, new underground fiber, and the sewer expansion mainline. Total development costs are estimated at \$124 million, and Eligible Expenses at \$1.7 million. The project is requesting the use of Capital Improvement Plan funds dedicated to housing developments, which will be completed before the expiration of the RMOB District. The Board designated the project for Type 2 Participation in January 2023. The Agency is negotiating a final agreement for Board approval. *Project Lead: Corrie Brending*

**1011 W. Grove St. - Marriot AC/Element Hotel - PP Type 4:** Pennbridge Lodging, a hotel developer and manager, is building a 15-story, dual-branded hotel with 296 rooms and ground-floor office space. The project has an estimated total development cost of \$100 million and has requested approximately \$500,000 in reimbursements for utility work. The project coordinates two overlapping capital projects, the Rebuild Linen Blocks on Grove Street between 10th and 11th streets and Rebuild 11th Street Blocks between Grove and Front streets. The Board approved the Type 4 Capital Improvement Project Coordination participation agreement in December 2023, and construction is underway. *Project Lead: Amy Fimbel*

**212 S. 16th St. - Fire Station #5 - PP Type 4:** A partnership with the City of Boise to assist with streetscape, alley, and utility improvements associated with the redevelopment of Fire Station #5. The Board designated

## 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.





the project on May 8, 2023. The Board approved the final agreement on August 14, 2023, and construction is underway. *Project Lead: Amy Fimbel*

**705 S. 8th St. - South 8th Street and Greenbelt Site Improvements - PP Type 4:** A partnership with the City of Boise to assist with Greenbelt realignment, public right-of-way improvements, and upgrades to optimize connectivity, circulation, and safety adjacent the Greenbelt. The Board designated the project on August 14, 2023, and will consider approval of the final Type 4 agreement at the July 16, 2024, Board Meeting. *Project Lead: Amy Fimbel*

**619 W. Main St. - Empire Theatre Building – PP Type 1:** The historic Empire Theater Building was acquired by local developer West Bannock, LLC in 2023. Reinvestment in the existing 7,724 square foot building includes structural upgrades, interior renovations, and an underground water supply line for the addition of a fire sprinkler system. Eligible improvements include streetscape preservation and repairs to bring the building into code compliance. The Board approved the final Type 1 Agreement at the April 8, 2024, meeting and interior improvements are underway. *Project Lead: Kassi Brown*

### Infrastructure

**River Myrtle - Old Boise 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 identify locations needing improvements. Sites identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

**3rd Street Streetscape Improvements - Front to Jefferson Streets:** This project will make streetscape improvements and road intersection adjustments to 3rd Street and Main Street to improve the safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles. The design will be coordinated with ACHD's Bannock Street Neighborhood Bikeway project. Jensen Belts Associates was selected through a competitive RFQ process and is under contract to provide a topographic survey, schematic sign, and design review approval. The design is anticipated to be completed in spring 2024, with construction to start later that year. The project received Boise of City Design Review approval in March 2024 and the design team is working on construction documents. Guho Corp. has been contracted with for pre-construction services. *Project Lead: Toby Norton*

**Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street:** This project anticipates streetscape improvements that include a pedestrian crossing at Fulton Street, replacement of existing non-compliant facilities with ADA compliant ones and overall reconstruction of streetscapes that meet the City of Boise's Streetscape Standards. These improvements will advance the safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles. The Land Group has been chosen as the Design Professional and Guho Corp. is the approved CM/GC. The design is anticipated to be completed in summer 2024 with construction to start later this year. *Project Lead: Megan Pape*

### Mobility

**Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue:** As identified in the 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 selected The Land Group to assist with design and construction administration services through a competitive RFQ process. The consultant has completed Boise City Design Review and received City of Boise approval of the final plans on May 24, 2024. Four Permanent Easements (PE) are necessary to construct the pathway and are in progress. The Agency prepared an RFQ for pre-qualifying prospective contractors and advertised the RFQ on May 21, 2024. Statements of Qualifications were due on June 20, 2024. CCDC anticipates approval of the pre-qualification of selected contractors at the July 2024 Board Meeting, as well as the ratification of the License Agreement for the Davis Family Remnant. Bidding is anticipated in August 2024, and construction to begin no later than mid-October 2024. *Project Lead: Megan Pape*



## Place Making

**Rebuild Old Boise Blocks on Grove Street:** 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 multiple opportunities to engage in the visioning process through the summer and fall of 2020. Jensen Belts Associates led the design effort, and Guho Corp. is the Construction Manager/General Contractor (CM/GC). Guho started construction on October 30, 2023. *Project Lead: Amy Fimbel*

**Rebuild Linen Block on Grove Street:** This project will catalyze 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 led the design effort and Guho Corp. is the Construction Manager/General Contractor (CM/GC). Guho started construction of the full improvements in June 2023. *Project Lead: Amy Fimbel*

**Fulton Street Improvements - 9th Street to Capitol Boulevard:** This project is substantially complete, with Fulton Street between 9th Street and Capitol Boulevard open to vehicles and pedestrians. Crews will wrap up final punch list items over the next few weeks. *Project Lead: Kassi Brown*

**521 W. Grove St. - Public Space:** This project will develop an Agency-owned parcel at 521 W. Grove St. into a public space that celebrates the neighborhood's multicultural 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. CCDC received Board approval for the selection of the design team in October 2022. A CM/GC was selected through an RFQ process, and the selection was approved by the Board in December 2022. Agency issued a public programming survey for the project on January 9. The survey ended on January 25, and the results were analyzed to prepare concepts for the design alternatives public open house, which occurred on April 6 to gather feedback on the designs. The feedback was analyzed to produce a preferred design. The project was presented to the Parks Commission in November, City Council in December and received Design Review approval in March 2024. Agency is coordinating with City of Boise Arts & History department on the art package and the design team is working on construction documents to be complete in August 2024. *Project Lead: Toby Norton*

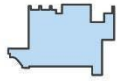
## Special Projects

**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: Megan Pape*

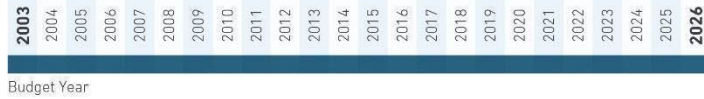
**RMOB Public Art - Downtown Traffic Box Art - PP Type 4:** Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are fifteen traffic boxes in the River-Myrtle/Old Boise District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement was approved by the Board in December 2023. *Project Lead: Megan Pape*

**RMOB Public Art - Deferred Maintenance - PP Type 4:** Boise City Department of Arts & History has requested assistance to repair two public art installations in the River-Myrtle/Old Boise District. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement was approved by the Board in April 2024. *Project Lead: Megan Pape*

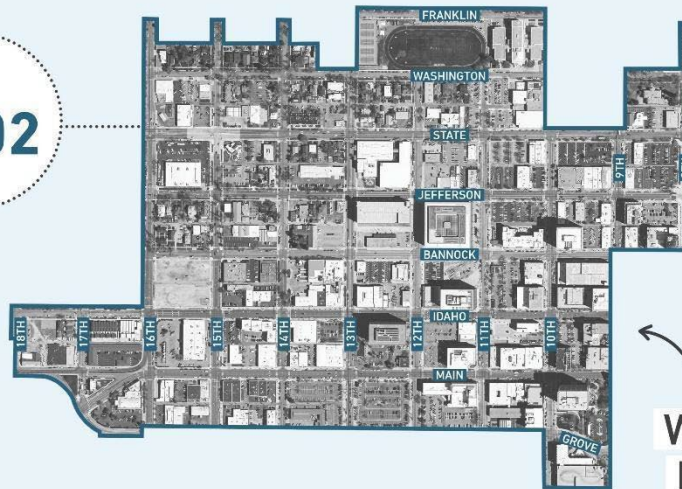
# WESTSIDE DISTRICT



157 ACRES



est.  
**2002**



**WESTSIDE DISTRICT**

DISTRICT MAP



## Economic Development

**Block 68 Catalytic Redevelopment Project:** In December 2021, the Board selected Edlen & Company's and deChase Miksis' ("Developer") proposal for the disposition of Agency owned property at 1010 W. Jefferson St. and 421 N. 10th St. through a competitive Request for Proposals ("RFP") process. The proposal included a land exchange with the YMCA for Agency-owned property at 421 N. 10th St. In exchange for the YMCA's property on Block 69 North. The Board approved the Amended and Restated Land Exchange with the YMCA and the Block 69 North Workforce Housing Project Disposition and Development Agreement ("DDA") in October 2022 and approved the Block 68 South Mixed-Use Residential and Mobility Hub Project DDA in December 2022. In April 2023, the Developer requested revised terms for CCDC assistance for both projects and in May 2023, the Board established a project review committee to assist with fact-finding and analysis. Following several discussions, the Developer submitted revised requests on August 8, 2023, and on August 14, 2023, the Board approved Agency recommended responses and directed the parties to execute a Memorandum of Understanding ("MOU") which was approved by the Board on August 30, 2023, to implement the responses and guide negotiation of amended DDAs. Pursuant to the MOU the Agency acquired the property at the corner of 10th and Jefferson from the Developer on November 1, 2023. The Board approved with conditions the schematic design documentation for both projects on November 13, 2023. On December 11, 2023, the Board approved the Amended and Restated DDAs with the Developer and approved the Second Amended and Restated Land Exchange Agreement with the YMCA. Performing in accordance with the Amended and Restated DDAs, the Developer submitted design development drawings for each project to the Agency on March 15, 2024, which were approved by the Executive Director. On April 30, 2024, the Developer submitted its preliminary evidence of financing for each project. On June 14 following the 45-day review period, CCDC's Executive Director conditionally approved the preliminary evidence of financing for Block 68 South and disapproved the preliminary evidence of financing for Block 69 North. The Developer has the opportunity to resubmit



evidence of financing to resolve the Agency's conditions or reasons for denial. On behalf of the Agency, Developer completed consolidation of the two parcels on Block 68 South this month. The Agency continues to work with the YMCA with the intention to transact the planned land exchange in August. *Project Lead: Alexandra Monjar*

**1010 W. Jefferson St. - 10Ten Building - Agency Owned Property:** All leases expired as of May 31, 2023, and the building is now vacant other than McAlvain Construction utilizing a small office space on the second floor. The building signs are updated to show there are no tenants. The Car Park converted the lot to \$5 public parking, signage has been added to show the \$5 flat fee and a payment system through ParkMobile. The Car Park manages the lot. No significant maintenance items to report. *Project Lead: Amy Fimbel/Aaron Nelson*

**1110 W. Grove St. - Renegade Hotel - PP Type 4:** Development of this seven-story, 122-key boutique hotel by Hendricks Commercial Properties is nearly complete. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May 2022, and the agreement was approved by the Board in September 2022. An amendment to the agreement was executed in May 2023, to allow Hendricks' to install a sidewalk with a geothermal snowmelt system. This amendment does not impact the project's estimated expenses eligible for reimbursement. The hotel is now complete, and the agency is coordinating with the developer to receive and review cost documentation for reimbursement, expected to occur in this fiscal year. *Project Lead: Alexandra Monjar*

**1015 Main St. - 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 and includes replacing windows, historically accurate awnings, and new storefront display windows and entry doors. The Board approved the final Type 1 Agreement at its January 11, 2023, meeting, and construction is underway with anticipated completion later this Fall. *Project Lead: Kassi Brown*

**1522 W. State St. - 16th & State - PP Type 2:** Developer Johnson & Carr plans to construct a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground-floor retail on the site of an old gas station. The project includes workforce housing with 10 percent of the units reserved for rent-restricted, income-qualified residents. Public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades include water line relocations and stormwater management infrastructure. Total Development Costs are estimated at \$25 million, and Eligible Expenses at \$657,655. The project is requesting the use of CIP funds dedicated to housing developments that are to be completed before the expiration of the Westside District. The Board approved the final agreement in March 2023. *Project Lead: Corrie Brending*

### Infrastructure

**Bannock Street Streetscape Improvements - 12th to 16th Streets:** This project will make streetscape improvements on both sides of Bannock Street between 12th and 16th Streets to improve connectivity for all modes of travel from the West Downtown neighborhood into downtown. The design is coordinated with ACHD's Bannock Street Neighborhood Concept. To maximize public investment, the Agency has entered into an Interagency Agreement with ACHD to include ACHD's planned pavement rehabilitation and the replacement of the underground Boise City Canal Bridge crossing on Bannock east of 14th in the project scope. CSHQA is leading the design effort and McAlvain Construction is the Construction Manager/General Contractor (CM/GC). The design is anticipated to be completed summer 2024 with construction to start November 2024. *Project Lead: Amy Fimbel*

### Mobility

**8th Street Improvements, State to Franklin Streets:** This project will increase mobility options and improve safety for cyclists and pedestrians 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 will extend the 8th Street bike facility improvements north of Franklin Street to Union Street under a future, separate project.





improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and phone lines, and expanding the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April 2023. *Project Lead: Corrie Brending*

**114 N. 23rd St. – New Path 2 – PP Type 3:** This second phase of New Path is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This Second phase of New Path 2 is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the City of Boise. This development will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance participation in May 2023 and approved a final agreement in October 2023. *Project Lead: Corrie Brending*

### Infrastructure

**West End Water Renewal Infrastructure- 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 Avenue 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 a 50/50 cost share for funding this important project and CCDC has committed approximately \$1.6 million. The Board approved the final agreement in April 2023 and construction is underway on the lift station site with an anticipated completion date of fall 2024. *Project Lead: Corrie Brending*

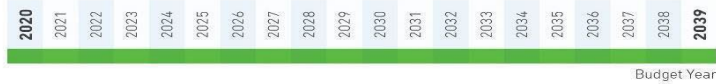
### Mobility

**2525 W. Fairview St. - St. Luke's Transit Station - PP Type 4:** The construction of St. Luke's project at 27th Street 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 of the transit station is complete, and CCDC is working with St. Luke's to gather cost documentation. *Project Lead: Alexandra Monjar*

# SHORELINE DISTRICT



195 ACRES



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**2019**



**SHORELINE DISTRICT**

DISTRICT MAP



## Economic Development

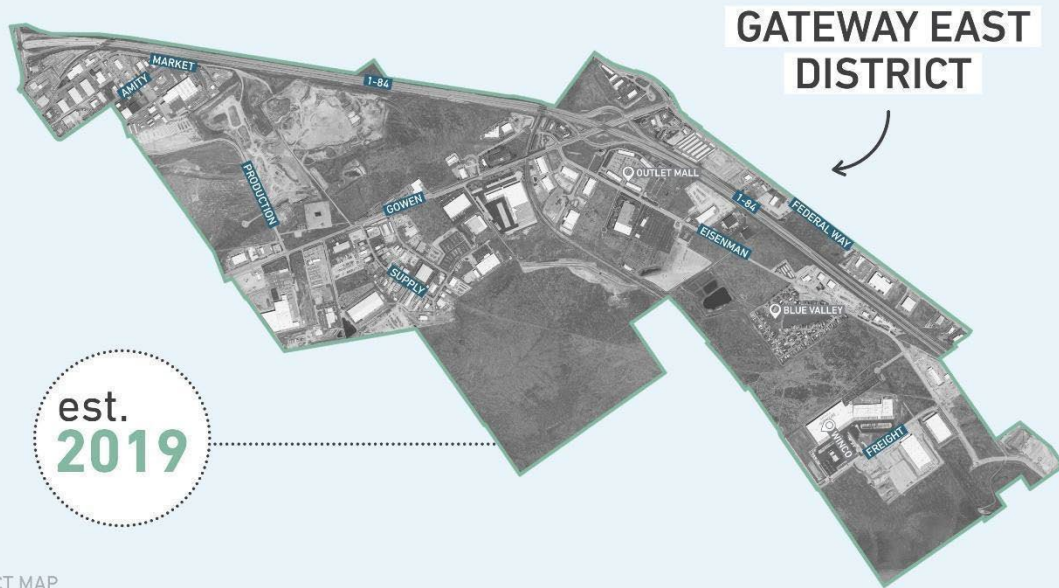
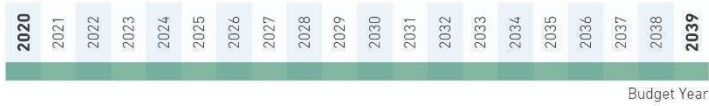
**17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac:** Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street and provide the City of Boise with infrastructure to better manage on-street parking. LaRiviere, Inc. began construction in May, and crews are wrapping up sidewalk pours and ADA ramp installation. *Project Lead: Kassi Brown*

**818 W. Ann Morrison Park Dr. - Capitol Student Housing - PP Type 2:** The Gardner Company is constructing a new five-story, mixed-use residential building with 91 units (278 bedrooms) and ground-floor commercial space with associated site improvements. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. 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 approved an agreement in January 2023, and work is underway with a target completion date of July 2024. *Project Lead: Corrie Brending*

# GATEWAY EAST DISTRICT



2,643 ACRES



## Economic Development

**951 E. Gowen Rd. - 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 with completion expected in July 2024. An amendment has been requested to increase the estimate eligible expenses due to design changes from ACHD, and to extend the agreement to November 2024. The amendment will be heard at the July 16, 2024, Board Meeting. *Project Lead: Corrie Brending*

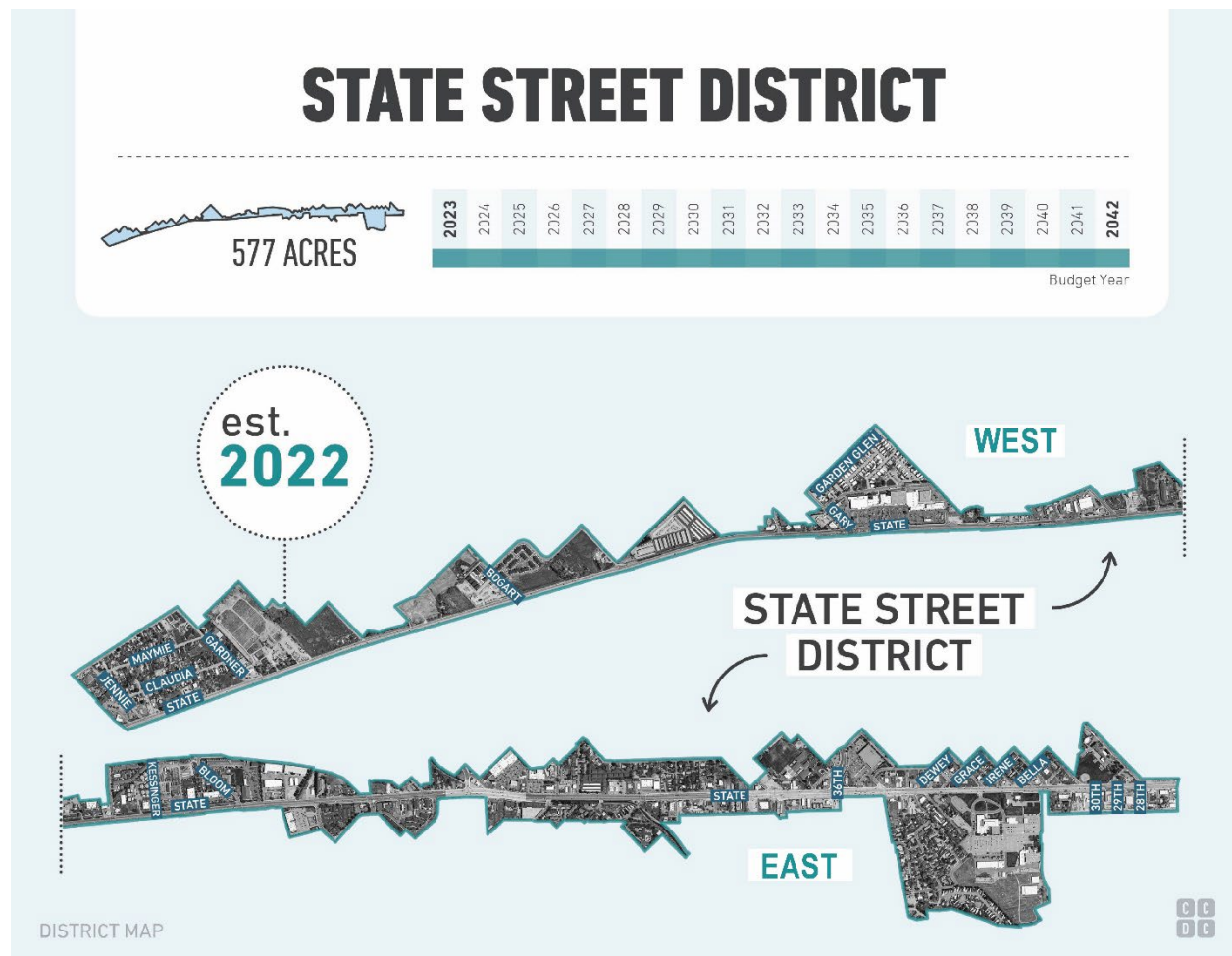
**2500 W. Freight St. - Boise Gateway 3 - PP Type 2:** In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four tenants per lot bound by Eisenman Road, Winco Court, and Freight Street. The agreement was approved by the Board in February 2024 and includes the option for the developer to construct an additional building on the site within the term of the agreement to further catalyze development in Gateway East. *Project Lead: Alexandra Monjar*

## Mobility

**Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane:** Construction of a five-foot-wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall and pedestrian railing at Five Mile Creek. Sunnyridge Construction, LLC is substantially complete with the project and will be wrapping up punch list items in the next few weeks. The protective



handrail, where the pathway meets with the canal, has been installed and the pathway is now open to pedestrians. *Project Lead: Kassi Brown*



**2426 N. Arthur St. - Wilson Station – PP Type 3:** Wilson Station is a mixed-use, affordable housing development comprised of 102 multi-family units and ground floor commercial space intended to be a day care. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and the City of Boise’s Housing Land Trust. This unique model allows the developer to enter a below market long-term lease with the City of Boise, which owns the underlying land. With this financial structure the project can maintain affordable rental rates for residents earning 30%-80% of the Area Median Income. There is an estimated \$860,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance in April 2023 and approved a final agreement in October 2023. The project is currently under construction. *Project Lead: Alexandra Monjar*

**AGENCY WIDE – ALL DISTRICTS**

**Parking & Mobility**

**Capitol and Myrtle Garage Elevator Modernization:** The Agency is updating and modernizing the elevator at the Cap & Myrtle Garage. The current unit is 20+ years old and parts are no longer available.



approval. A request for bid was sent and a Pre-bid meeting was held on February 20. Final bids were due March 13 at 3pm. Four bids were received, and Barrier Building Inc was the lowest bidder (\$430,000). The board approved the project during the April meeting and the project is now underway. The lead time to receive the necessary parts for the elevator modernization is 28 weeks (about six and a half months). Barrier will be constructing the new elevator control room first, then the project will be in a holding pattern, until the elevator parts arrive. The estimated completion date is January 2025. *Project Lead: Aaron Nelson*

**9th & Front Garage Tier 1 Repairs Project:** This repair work consists of routing and sealing exposed cracks and efflorescence on the underside of the concrete slab on levels 2,6 and 7 as well as cleaning and sealing cracks on the non-load-bearing CMU walls. Work will start July 15 and take up no more than 30 parking stalls. Anticipated completion is August 1, 2024. Project cost is \$46,055. Project Lead: Aaron Nelson

**Capitol & Myrtle Structural Repairs Project:** Three areas on Levels 3 and 4 of the garages need pan deck repair due to water intrusion. The scope of work consists of cutting and removing the damaged pan deck, fixing any issues with the concrete, and placing a new pan deck. New fireproof protection spray will be applied after the repairs are made. The project was sent out to formal bid and bidding closed July 2 at 3pm. Barrier construction was the lowest bidder. Project cost will be \$193,000. Project lead: Aaron Nelson

**City Go:** This partnership of Valley Regional Transit, the City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its alternative 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 FY2024 budget for CCDC. An overview is located at [citygoboise.com](http://citygoboise.com). *Project Lead: Zach Piepmeyer*

**Rooftop Solar Feasibility Study:** In support of the City's Climate Action goals, the Agency initiated this study to determine the feasibility of installing rooftop solar arrays on each of the six current ParkBOI facilities downtown. Kimley-Horn & Associates was selected from the Agency's on-call roster to study each of the structures and their suitability for solar under current Idaho Power rate structures and various solar array ownership models. Kimley-Horn delivered a final report to the Agency in March 2024 following the Idaho Public Utilities Commission approval of requested rate changes from Idaho Power for solar providers. The consultant deliverable outlines the analysis process, findings, and recommendations on solar array implementation for each garage. Agency presented study findings to the Board at the March 2024 Board Meeting. *Project Lead: Zach Piepmeyer*

**Parking Access and Revenue Collection System (PARCS) Replacement:** The existing system for controlling public entry/exit and payment for parking within five of the six ParkBOI facilities is approaching 10 years in service in 2024. Although the existing system is still operational, its functionality is limited compared to newer technologies and industry best practice is for PARCS replacement every 10 years. Through an RFQ process, the Agency selected Kimley-Horn & Associates to assist with analyzing the current facilities and current PARCS equipment, investigate current PARCS technologies on the market that would be suitable for ParkBOI facilities, lead stakeholder outreach to define desirable PARCS characteristics, assist the Agency in developing a formal Request for Proposals (RFP) to procure the new PARCS, and manage the installation and testing phase of the project. The consultant prepared final Existing Conditions, PARCS Assessment and Best Practices Report in late March 2024 and is developing specifications for the future PARCS system. The Agency anticipates advertising the RFP in late summer 2024. Installation of the new PARCS in the ParkBOI facilities is anticipated to begin in late 2024. *Project Lead: Zach Piepmeyer*

**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%
<b>Condo Board Meetings</b>		
Last Meeting	Next Meeting	Next Report Due
December 12, 2023	TBD	December 31, 2024
<b>Issues/Comments:</b>	A meeting was held, and the 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.	

<b>Front Street Condominium Association</b>		
CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9th & 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>		
Last Meeting/Report	Next Meeting	Next Report Due
September 14, 2023	TBD 2024	November 30, 2024
<b>Issues/Comments:</b>	Pat Rice is now retired, and Cody Lund is now the Executive director.	

<b>U.S. Bank Plaza Condominium Association</b>
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CCDC Contact: Mary Watson		
Member	Unit	Percent Interest
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%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2023	TBD 2024	August 2024
Issues/Comments:	Annual meeting on 10/25/2023: discussed budget for 2024.	

Capitol Terrace Condominium Association		
CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 17, 2023	TBD	October 2024



<b>Issues/Comments:</b>	The Association will buy escalator cleaner and save on yearly service cleaning; ParkBOI is looking to add cameras to the garage.
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<b>Downtown Parking Condominiums Association</b>		
CCDC Contact: Aaron Nelson		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
CCDC	9th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
September 20, 2023	TBD	September 2024
<b>Issues/Comments:</b>	Annual meeting was held September 20, 2023, at 1pm. Gold Members for Idaho Steelheads now park at the 9th & Main Garage. Minor column repair at ground level to be done by Hellman in October.	

<b>ACME Fast Freight Condominium Association</b>		
CCDC Contact: Zach Piepmeyer		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
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, 105, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>



June 22, 2023	June 2024	January 2025
<b>Issues/Comments:</b>		

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