

# BOARD OF COMMISSIONERS MEETING December 9, 2024

121 N 9TH ST, SUITE 501

B0ISE, ID 83702

CAPITAL CITY DEVELOPMENT CORP 208.384.4264

WWW.CCDCBOISE.COM

# CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting Board Room, Fifth Floor, 121 N. 9th Street December 9, 2024, 12 p.m.

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

	AGENDA
١.	CALL TO ORDER
п.	ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith
ш.	WORK SESSION
	A. 10th & Jefferson ProjectAlexandra Monjar (10 minutes)
IV.	ACTION ITEM: CONSENT AGENDA
	<ul><li>A. Expenses</li><li>1. Approve Paid Invoice Report for November 2024</li></ul>
	<ul> <li>B. Minutes and Reports</li> <li>1. Approve Meeting Minutes for November 12, 2024</li> </ul>
V.	ACTION ITEM
	A. CONSIDER: Appoint Project Review CommitteeChair Haney Keith (5 minutes)
	B. CONSIDER Resolution 1903: Bannock Street Streetscape Improvements, 12th St. to 16th St. Amendment No. 1 to the CM/GC Contract with McAlvain Construction, Inc Amy Fimbel (10 minutes)
	C. CONSIDER Resolution 1904: Bannock Street Streetscape Improvements, 12th St. to 16th St. Interagency Agreement for Construction with Ada County Highway District Amy Fimbel (5 minutes)
	D. CONSIDER Resolution 1905: Bannock Street Streetscape Improvements, 12th St. to 16th St. Task Order 24-001 with CSHQA, Inc. for Construction Administration Services Amy Fimbel (5 minutes)
	E. CONSIDER Resolution 1906: 8th Street Streetscape and Bikeway Improvements, State St. to Franklin St. Amendment No. 2 to the CM/GC Contract with McAlvain Construction, Inc. Amy Fimbel (10 minutes)
VI.	ADJOURN
	meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In

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. WORK SESSION



# IV. CONSENT AGENDA



#### **Paid Invoice Report** For the Period: 11/1/2024 through 11/30/2024 Description **Payment Date** Amount Payee **Debt Service: Total Debt Payments:** Payroll: 457(b) **Retirement Payment** 11/13/2024 2,010.04 **CCDC Employees** Direct Deposits Net Pay 11/13/2024 52,604.86 **EFTPS - IRS** Federal Payroll Taxes 23,033.42 11/13/2024 Idaho State Tax Commission State Payroll Taxes 11/13/2024 3,379.00 PERSI **Retirement Payment** 11/11/2024 28,155.62 **Retirement Payment** 457(b) 1,860.04 11/27/2024 **CCDC Employees Direct Deposits Net Pay** 11/27/2024 47,991.96 **EFTPS - IRS** Federal Payroll Taxes 20,145.92 11/27/2024 Idaho State Tax Commission State Payroll Taxes 11/27/2024 2,965.00 **Retirement Payment** PERSI 11/25/2024 25,628.25 **Total Payroll Payments:** 207,774.11 **Checks and ACH** Various Vendors Check and ACH Payments (See Attached) 11/30/2024 2,077,317.12

Total Cash Disbursements: \$ 2

2,285,091.23

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

John Brunelle

**Executive Director** 

12/3/24

Date

Joey Chen

**Finance Director** 

12/2/2024

Date

## Report Criteria:

Summary report type printed

Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	6,000.00	11/29/2024
Total Abbey Louie LLC:	6,000.00	
Acme Fast Freight	2,534.68	11/27/2024
Total Acme Fast Freight:	2,534.68	
Advanced Sign LLC	275.00	11/27/2024
Total Advanced Sign LLC:	275.00	
Atlas Technical Consultants LLC	139.40	11/27/2024
Total Atlas Technical Consultants LLC:	139.40	
AVI Systems	742.50 562.50	11/27/2024 11/27/2024
Total AVI Systems:	1,305.00	
Barrier Building Inc.	21,200.20	11/29/2024
Total Barrier Building Inc.:	21,200.20	
Blue Cross of Idaho	35,569.06	11/01/2024
Total Blue Cross of Idaho:	35,569.06	
Boise City Dep of Arts & History	29,031.00	11/26/2024
Total Boise City Dep of Arts & History:	29,031.00	
Boise City Utility Billing	10.72	11/26/2024
Total Boise City Utility Billing:	10.72	
Boxcast Inc	48.71	11/27/2024
Total Boxcast Inc:	48.71	
Brandon James Photo LLC	400.00	11/26/2024
Total Brandon James Photo LLC:	400.00	
Caselle Inc.	778.00	11/01/2024
Total Caselle Inc.:	778.00	

Paid Invoice Report - Updated for Board Check issue dates: 11/1/2024 - 11/30/2024

Name	Check Amount	Check Issue Date
City of Boise	645.71 3,805.25	11/26/2024 11/26/2024
Total City of Boise:	4,450.96	
Crane Alarm Service	195.00 1,250.00 25.00 387.50 155.00 155.00 886.25 155.00 1,395.00 155.00	11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024 11/27/2024
Total Crane Alarm Service:	4,758.75	
CSHQA	29,303.50	11/29/2024
Total CSHQA:	29,303.50	
Cushing Terrell Architects	1,904.00	11/27/2024
Total Cushing Terrell Architects:	1,904.00	
Elam & Burke P.A.	3,264.95 530.00 9,609.35 1,298.50	11/29/2024 11/29/2024 11/29/2024 11/29/2024
Total Elam & Burke P.A.:	14,702.80	
GGLO LLC	1,908.00	11/27/2024
Total GGLO LLC:	1,908.00	
Guho Corp.	1,106,230.62 175,324.78 19,563.50 362,874.57 83,168.44	11/29/2024 11/29/2024 11/29/2024 11/15/2024 11/15/2024 11/29/2024
Total Guho Corp.:	1,747,161.91	
Hummel Architects PLLC	2,527.70	11/27/2024
Total Hummel Architects PLLC:	2,527.70	
Idaho Power	5.80	11/20/2024
Total Idaho Power:	5.80	

Paid Invoice Report - Updated for Board Check issue dates: 11/1/2024 - 11/30/2024

Name	Check Amount	Check Issue Date
Idaho Records Management LLC	55.00	11/27/2024
Total Idaho Records Management LLC:	55.00	
Jackson Jenn	5.99	11/21/2024
Total Jackson Jenn:	5.99	
Kathy Wanner	168.49	11/06/2024
Total Kathy Wanner:	168.49	
Kimley-Horn and Associates Inc	6,919.29	11/29/2024
Total Kimley-Horn and Associates Inc:	6,919.29	
Kittelson & Associates Inc.	390.00	11/27/2024
Total Kittelson & Associates Inc.:	390.00	
Landmark Drywall Company LLC	2,650.00	11/27/2024
Total Landmark Drywall Company LLC:	2,650.00	
Lunation Communications LLC	3,687.50	11/27/2024
Total Lunation Communications LLC:	3,687.50	
McAlvain Construction Inc.	17,247.08	11/29/2024
Total McAlvain Construction Inc.:	17,247.08	
McClatchy Company LLC	33.36	11/27/2024
Total McClatchy Company LLC:	33.36	
Painter1 of Boise	3,600.00	11/27/2024
Total Painter1 of Boise:	3,600.00	
Pro Care Landscape Management	500.00 260.00 138.00 80.00 80.00 80.00 80.00 5,573.32	11/29/2024 11/29/2024 11/29/2024 11/29/2024 11/29/2024 11/29/2024 11/29/2024 11/29/2024
Total Pro Care Landscape Management:	6,791.32	
Quality Electric Inc.	4,480.00	11/27/2024

Paid Invoice Report - Updated for Board Check issue dates: 11/1/2024 - 11/30/2024

Name	Check Amount	Check Issue Date
Total Quality Electric Inc.:	4,480.00	
Rim View LLC	16,664.09	11/01/2024
Total Rim View LLC:	16,664.09	
Security LLC - Plaza 121	14,859.33 459.53	11/01/2024 11/26/2024
Total Security LLC - Plaza 121:	15,318.86	
Stability Networks Inc.	1,657.65 235.05	11/27/2024 11/27/2024
Total Stability Networks Inc.:	1,892.70	
Syringa Networks LLC	655.29	11/27/2024
Total Syringa Networks LLC:	655.29	
The Land Group Inc.	3,556.25 10,288.75	11/29/2024 11/29/2024
Total The Land Group Inc.:	13,845.00	
The Potting Shed	65.00	11/26/2024
Total The Potting Shed:	65.00	
Tobin Rogers Photography LLC	507.00	11/27/2024
Total Tobin Rogers Photography LLC:	507.00	
Treasure Valley Coffee Inc	90.95	11/27/2024
Total Treasure Valley Coffee Inc:	90.95	
United Heritage	1,849.54	11/01/2024
Total United Heritage:	1,849.54	
US Bank - Credit Cards	10,645.42	11/07/2024
Total US Bank - Credit Cards:	10,645.42	
Visionkit Studio LLC	400.00	11/27/2024
Total Visionkit Studio LLC:	400.00	
Wright Brothers	65,340.05	11/29/2024

Paid Invoice Report - Updated for Board Check issue dates: 11/1/2024 - 11/30/2024

Name	Check Check Amount Issue Date
Total Wright Brothers:	65,340.05
Grand Totals:	2,077,317.12

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 November 12, 2024

# I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 12:02 p.m.

Roll Call attendance taken:

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

Agency staff members present: John Brunelle, Executive Director; Joey Chen, Finance & Administration Director; Amy Fimbel, Senior Project Manager – Capital Improvements; Alexandra Monjar, Senior Project Manager – Property Development; Lana Graybeal, Director of External Affairs; Zach Piepmeyer, Parking & Mobility Director; Toby Norton, Project Manager – Capital Improvements; and Agency legal counsel, Ryan Armbruster.

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

There were no changes or additions made to the agenda.

# III. WORK SESSION

# A. Block 68/69 Project Update

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

# IV. ACTION ITEM: CONSENT AGENDA

# A. Expenses

1. Approve Paid Invoice Report for October 2024

# **B.** Minutes and Reports

1. Approve Meeting Minutes for October 25, 2024

Commissioner Perez made a motion to approve the Consent Agenda.

Commissioner McLean seconded the motion.

Roll Call: Commissioner Alexander - Aye Commissioner Cooper - Aye Commissioner Haney Keith - Aye Commissioner Hurd - Aye Commissioner McLean - Aye Commissioner Perez - Aye Commissioner Stevens - Aye Commissioner Townsend - Aye

CCDC Board of Commissioners November 12, 2024, Meeting Minutes

The motion carried 8 - 0.

# V. ACTION ITEM

# A. CONSIDER Resolution 1901: Block 68 South Mixed-Use Housing & Mobility Hub Project, Mutual Termination and Release Agreement with Block 68 South Development LLC

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

Commissioner Perez moved to adopt Resolution 1901 approving and authorizing the execution of Mutual Termination and Release Agreement with Block 68 South Development LLC for Block 68 South Mixed-Use Housing & Mobility Hub Project.

Commissioner Townsend seconded the motion.

Roll Call: Commissioner Alexander - Aye Commissioner Cooper - Aye Commissioner Haney Keith - Aye Commissioner Hurd - Aye Commissioner McLean - Aye Commissioner Perez - Aye Commissioner Stevens - Aye Commissioner Townsend - Aye

The motion carried 8 - 0.

# B. CONSIDER Resolution 1902: Block 69 North Workforce Housing Project, Mutual Termination and Release Agreement with Block 69 North Development LLC

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

Commissioner Cooper moved to adopt Resolution 1902 approving and authorizing the execution of Mutual Termination and Release Agreement with Block 69 North Development LLC for Block 69 North Workforce Housing Project.

Commissioner Townsend seconded the motion.

Roll Call: Commissioner Alexander - Aye Commissioner Cooper - Aye Commissioner Haney Keith - Aye Commissioner Hurd - Aye Commissioner McLean - Aye Commissioner Perez - Aye Commissioner Stevens - Aye Commissioner Townsend - Aye

The motion carried 8 - 0.

# C. CONSIDER Resolution 1900: 3rd St. Streetscape and Mobility Improvements, Front St. to Jefferson St. Amendment No. 1 to the CM/GC Contract with Guho Corp

Toby Norton, Project Manager – Capital Improvement, gave a report.

Commissioner Hurd moved to adopt Resolution 1900 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp for the 3rd St. Streetscape and Mobility Improvements, Front St. to Jefferson St. Project.

Commissioner Cooper seconded the motion.

Roll Call: Commissioner Alexander - Aye Commissioner Cooper - Aye Commissioner Haney Keith - Aye Commissioner Hurd - Aye Commissioner McLean - Aye Commissioner Perez - Aye Commissioner Stevens - Aye Commissioner Townsend - Aye

The motion carried 8 - 0.

# VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Stevens to adjourn the meeting. Commissioner McLean seconded the motion. Meeting adjournment.

The meeting was adjourned at 12:25 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9TH DAY OF DECEMBER 2024.

Latonia Haney Keith, Chair

Joey Chen, Secretary Pro Tem



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# V. ACTION ITEMS



# **AGENDA BILL**

Agenda Subject: Consider Resolution 1903: Banno 12th St to 16th St. Amendment No McAlvain Construction, Inc.	Date: December 9, 2024						
Staff Contacts: Amy Fimbel Sr. Project Manager Kathy Wanner Contracts Manager	C contract with						
Action Requested: Adopt Resolution 1903 authorizing the execution of Amendment No. 1 to the CM/GC Contract with McAlvain Construction, Inc. for the Bannock Street Streetscape Improvements Project.							

# Background:

In 2023, the Agency began the Bannock Street Streetscape Improvements Project to update streetscapes and improve mobility and safety along Bannock Street between 12th and 16th Streets. The Project's purpose is to create a more active and accessible urban environment for all modes of travel. The Ada County Highway District (ACHD) is concurrently developing the Bannock Street Neighborhood Concept design—which has similar objectives—and plans for bicycle and pedestrian improvements from 29th Street to Avenue C. At the outset of these two projects, the Agency and ACHD began coordinating their planning efforts for the overlapping project areas. During preliminary design, ACHD proposed an interagency cost-share agreement that includes pavement rehabilitation and the replacement of the Boise City Canal crossing under Bannock Street east of 14th Street.

Improvements anticipated under Amendment 1 include:

- Streetscape improvements on Bannock Street between 13th and 16th Streets to improve safety and functionality for pedestrians, cyclists, and vehicles
- Added amenities, including installation of street trees and suspended pavement systems where appropriate, additional lighting, and bike racks
- Stormwater infrastructure improvements
- Pavement reconstruction consisting of a 2-inch mill and inlay of asphalt pavement within the Project limits
- Replacement of the Boise City Canal crossing under Bannock Street east of 14th Street
- Added traffic signals at the 15th and 16th Street intersections

# Construction Manager/General Contractor (CM/GC)

The CM/GC construction delivery method is contractually a two-stage process. In the initial CM stage, McAlvain Construction, Inc. (McAlvain) provided construction management services for the project, including estimating, scheduling, constructability review, traffic control and detour planning, and project bidding.

McAlvain has issued the work for competitive bidding and is required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code § 54-4511. The Agency was present for the bid opening. The bid amounts, along with negotiated fee and general conditions for McAlvain, together form what is called the Guaranteed Maximum Price. This price represents the amount McAlvain, as the General Contractor, will be paid to complete all the project work.

With the Board's approval of Resolution 1903, McAlvain will begin awarding subcontracts and mobilizing for construction. Construction is anticipated to begin in January 2025 and will reach substantial completion in October 2025.

# **Public Outreach and Next Steps**

Prior to construction, the Agency and McAlvain will go door-to-door to property owners and businesses along Bannock Street to provide information and answer any questions regarding the construction process. Mailers will be sent out to all addresses within a 500-foot radius of the project, and a pre-construction meeting will be held in early January, where CCDC and McAlvain will share project information and explain what to expect during construction. The following are ways we are keeping the public informed:

- Project <u>website</u> with timely updates
- Project flyer
- Mailers
- Routine email communication to stakeholders with construction and detour updates
- Email and phone contacts for CCDC Project Manager and McAlvain for public inquiries

# **Fiscal Notes:**

Amendment No. 1 approves a \$5,506,354 Guaranteed Maximum Price (GMP) for construction services to complete the Bannock Street Streetscape Improvements Project. The Agency's FY2025 budget and forecasted FY2026 budget include sufficient funding for this Project. ACHD has committed to funding ACHD project costs per an interagency cost-share agreement.

# Staff Recommendation:

Adopt Resolution 1903 authorizing the execution of Amendment No. 1 to the CM/GC Contract with McAlvain Construction, Inc. for the Bannock Street Streetscape Improvements Project.

# Suggested Motion:

I move to adopt Resolution 1903 authorizing the execution of Amendment No. 1 to the CM/GC Contract with McAlvain Construction, Inc. for the Bannock Street Streetscape Improvements Project.

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. 1 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND MCALVAIN CONSTRUCTION, INC. FOR THE BANNOCK STREET STREETSCAPE IMPROVEMENTS, 12TH TO 16TH STREETS PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTIGENCY FOR UNFORSEEN CIRCUMSTANCES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to Bannock Street between 12th and 16th Streets, in downtown Boise, including new streetscapes, furnishings, street lights, green stormwater infrastructure, added traffic signals, pavement reconstruction, and replacement of a Boise City Canal crossing, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities inherent to streetscape construction in a downtown environment, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to Meadow Gold Dairy and St. Paul Baptist Church, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, upon approval of Resolution No. 1873 by its Board of Commissioners on May 13, 2024, the Agency entered into a Construction Manager / General Contractor ("CM/GC") Agreement with McAlvain Construction, Inc., for the Bannock Street Streetscape Improvements, 12th to 16th Streets Project ("Project") using the CM/GC construction delivery method; and,

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must 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 materials and buy-out of subcontracts; and,

WHEREAS, the Agency and McAlvain Construction, Inc. 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, in order to establish a Guaranteed Maximum Price ("GMP") for the construction services associated with the Agency's Bannock Street Streetscape Improvements, 12th to 16th Streets Project using the CM/GC construction delivery method; 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:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That Amendment No. 1 to the Construction Manager / General Contractor construction agreement between the Agency and McAlvain Construction, Inc., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 1 to the Construction Manager / General Contractor construction agreement with McAlvain Construction, Inc., approving the Guaranteed Maximum Price of FIVE MILLION FIVE HUNDRED SIX THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$5,506,354), consistent with the Board's stated instructions at the December 9, 2024, Agency Board Meeting.

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

<u>Section 5</u>: 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 December 9, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2024.

# URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

By: \_\_\_\_\_ Joey Chen, Secretary Pro Tem

# 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 June 18, 2024, between the Owner, Capital City Development Corporation, and the Construction Manager, McAlvain Construction, Inc. for the Bannock Street Streetscape Improvements, 12th to 16th Streets Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

# **ARTICLE 1 GUARANTEED MAXIMUM PRICE**

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3 is FIVE MILLION FIVE HUNDRED SIX THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS (\$5,506,354).

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:	GMP Breakdown (3 pages)
EXHIBIT B:	Assumptions and Clarifications: Allowances, Self-Perform
	Work, Subcontract Work, General Assumptions and
	Clarifications, and Scope of Work Qualifications (4 pages)
EXHIBIT C:	Project Schedule (3 pages)
EXHIBIT D:	Phasing Plan (1 page)
EXHIBIT E:	Drawing and Specification Log (3 pages)

# ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is October 13, 2025.

# **ARTICLE 3 DATE OF FINAL COMPLETION**

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

# STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER DATED JUNE 18, 2024

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

# **ARTICLE 8 COST OF THE WORK**

Section 8.2.17 of the Agreement is hereby amended as follows:

8.2.17 Costs or premiums and deductibles for all insurance and surety bonds which the Construction Manager is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the GMP. Project general liability insurance shall be billed at one point zero five percent (1.05%) of the Cost of Work.

# **ARTICLE 14 MISCELLANEOUS**

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.

[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: McAlvain Construction, Inc.** 

Tyler Resnick, Vice President BY:

Date: 12/3/2024

END OF DOCUMENT

Budget Info / For Office Use							
Fund/District	303						
Account	6250						
Activity Code	23010						
PO #	240079						
GMP 1 Completion	October 13, 2025						
Contract Term	December 2025						

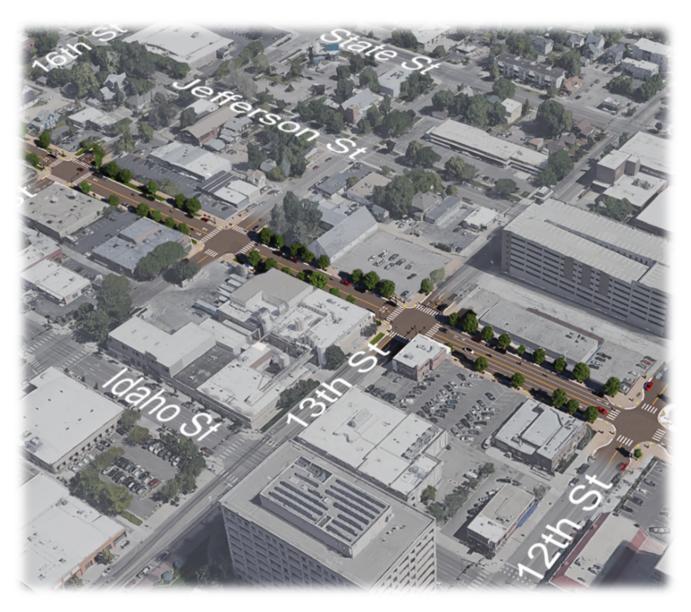




# Bannock Street Streetscape Improvements, 12th to 16th Streets

**GMP** Amendment No.1

November 22, 2024





Bannock Street Streetscape Improvements, 12th to 16th Streets

**GMP** Amendment No. 1

# Exhibit A – GMP Breakdown



 Exhibit A - GMP Breakdown (Rev 2. - November 22, 2024)

 CCDC - Bannock Street StreetScape Improvements, 12th to 16th Streets

A <b>BIG-D</b> COMPANY					BID CY	CLE 01		
BID PACKAGE	SECTION NAME	QTY	UofM		TOTAL	CCDC TOTAL	1	ACHD TOTAL
	GENERAL CONDITIONS - 24.91% ACHD			\$	393,244	•		97,9
	GC Staffing	1.00	LS	\$	342,019	\$ 256,822	\$	85,1
	General Requirements	1.00	LS	\$	51,225	\$ 38,465	\$	12,7
	ALLOWANCE - TRAFFIC CONTROL			\$	79,200	\$ 39,600	\$	39,6
	Traffic Control Allowance	1.00	LS	\$	79,200	\$ 39,600	\$	39,6
	ALLOWANCE - WEATHER PROTECTION			\$	132,503	\$ 55,480	\$	77,0
	Weather Protection (Blankets)	5.00	WKS	\$	85,959	\$ 42,980	\$	42,9
	Weather Protection (Forced Heat) - Canal	5.00	WKS	\$	21,544	\$-	\$	21,5
	Weather Protection (Addatives & Misc.)	10.00	WKS	\$	25,000	\$ 12,500	\$	12,5
	ALLOWANCE - TESTING & INSPECTIONS			\$	44,600	\$ 15,750	\$	28,8
	Testing & Inspections - General	1.00	LS	\$	31,500			15,7
	Testing & Inspections - Canal	1.00	LS	\$	13,100		\$	13,1
	ALLOWANCE - SURVEY			\$	81,000	\$ 56.700	Ś	24,3
	Survey Allowance	1.00	LS	\$	81,000			24,3
	ALLOWANCE - PERMITS & FEES			\$	53,375			,-
	ACHD Permit Fees	1	LS	\$	23,375		Ý	
	Idaho Power Fees	1.00	LS	\$	15,000			
	City of Boise Grading & Drainage Permit	1.00	LS	\$	15,000			
	ALLOWANCE - UTILITY RELOCATE	1.00	<u>L</u> 3	\$	38,080		ć	19,0
		1.00	10					
	Utility Relocate Allowance	1.00	LS	\$	38,080			19,0
	ALLOWANCE - SOFT SPOT REPAIR		10	\$	40,000	\$ -	\$	40,0
	Soft Spot Repair Allowance	1.00	LS	\$	40,000		\$	40,0
	ALLOWANCE - VEOLIA		10	\$	100,000		ş	
	Water Line Upgrade	1.00	LS	\$	100,000			
	CIVIL SITEWORK & UTILITIES			\$	1,801,500	\$ 1,221,772	Ş	579,
1	SWPPP & EROSION SEDIMENT CONTROL							
	SWPPP Install/Remove	3.00	Blocks	\$	14,700		\$	7,3
	SWPPP Maintenance	8.00	MO	\$	18,100	\$ 9,050	\$	9,
2	DEMOLITION AND SALVAGE							
	Salvage	1.00	LS	\$	21,600	\$ 21,600		
	Removal & Disposal	1.00	LS	\$	275,800	\$ 275,800		
3	ROADWAY EXCAVATION & GRADING (CURB LINE TO CROWN)							
	13th - 14th (ACHD)							
	Roadway Excavation & Subgrade Preperation	967.00	CY	\$	41,000		\$	41,
	Roadway Subbase Preperation	17,430.00	SF	\$	56,000		\$	56,
	Roadway Base Preperation	17,430.00	SF	\$	58,200		\$	58,
	Base Project, Minus 13th-14th (CCDC)							
	Roadway Excavation & Subgrade Preperation	443.00	CY	\$	17,700	\$ 17,700		
	Roadway Subbase Preperation	23,930.00	SF	\$	77,200	\$ 77,200		
	Roadway Base Preperation	23,930.00	SF	\$	106,600	\$ 106,600		
4	SITE EXCAVATION & GRADING (BEHIND CURB TO PROJECT LIMITS)			1				
	Site Excavation & Subgrade Preperation	20,900.00	SF	\$	22,200	\$ 22,200		
	Site Base Preperation	20,900.00	SF	\$	76,700	\$ 76,700		
	Adjust Utilities	1.00	LS	\$	19,600	\$ 19,600		
5	STORM DRAIN IMPROVEMENTS & SILVA CELL SYSTEMS	1.00	10	Ψ	10,000	φ 10,000		
J	Storm Drain Systems	350.00	LF	¢	181,200	\$ 181,200		
	Silva Cell System - Excavation, Including Seepage Windows	1.00	LS	\$	18,900	\$ 18,900		
		1.00	EA	φ \$	21,900	\$ 21,900		
	Silva Cell System - Supply			\$ \$	-			
	Silva Cell System - Install	1.00	EA	\$	58,400	\$ 58,400		
6	· · · · · · · · · · · · · · · · · · ·	1.00	10		50 700	A 50 700		
	Underground Electrical (Excavation, Bedding, and Backfill)	1.00	LS	\$	50,700	\$ 50,700		
7	ASPHALT PAVING & ROTOMILLING			-				
	13th - 14th (ACHD)							
	Asphalt Paving - 6" / Full Depth	17,340.00	SF	\$	157,728		\$	157,
	Base Project, Minus 13th-14th (CCDC)							
	Rotomilling - 2" of Existing Pavement	13,700.00	SF	\$	19,800			
	Asphalt Paving - 6" / Full Depth	10,230.00	SF	\$	92,572			
	Asphalt Paving - 2" Inlay (Rotomilled Sections)	13,700.00	SF	\$	47,800			
	Asphalt Repair	1,400.00	SF	\$	23,700	\$ 23,700		
8								
	13th - 14th (ACHD)							
	Roadway & Bikelane Striping/Markings	1.00	LS	\$	19,100		\$	19
	Miscellaneous Signage	1.00	LS	\$	8,200		\$	8,
	Base Project, Minus 13th-14th (CCDC)							
	Roadway & Bikelane Striping/Markings	1.00	LS	\$	51,100	\$ 51,100		
	Miscellaneous Signage	1.00	LS	\$	21,900			
9		2.00		1-	21,000	. 21,000		
5	Canal Bridge - Structure Demolition	1.00	LS	\$	44,600		\$	44
	Canal Bridge - Structure Excavation	1.00	LS	э \$	43,600		\$	44
	Canal Bridge - Structure Excavation Canal Bridge - Base Preperation	1.00	LS	\$ \$	43,600		э \$	
				\$				16,
	Canal Bridge - Backfill	1.00	LS	\$	30,000		\$	30,
	Dewatering & Bypass System - Setup	1.00	LS	\$	15,400		\$	15,
	Dewatering & Bypass System - Takedown	1.00	LS	\$	7,000		\$	7,
	Dewatering & Bypass System - Pumping	12.00	WK	\$	65,900		\$	65



COMPANIES INC. CCDC - Bannock Street Streetscape Improvements, 12th to 16th Streets

A BIG-D COMPANY					BID CYC	CLE 01		
BID PACKAGE	SECTION NAME	QTY	UofM		TOTAL	CCDC TOTAL		ACHD TOTAL
BID PACKAGE 1.2				\$	719,769	\$ 394,365	\$	325,40
1	SITE CONCRETE (BACK OF CURB TO PROJECT LIMITS) AND MISCELLANEOUS CONCRETE							
	Flatwork: Sidewalks, Furnishing Zones, Buffer Zone, Alley Approaches, Footings, etc.	21,505.00	SF	\$	231,599	\$ 231,599	1	
	Miscellaneous Curbing: Curbs, Curb & Gutter & Valley Gutters, etc.	3,342.00	LF	\$	137,201	\$ 137,201		
	Tree Grates and Frames - Install	3.00	EA	\$	795	\$ 795		
	Inlet Catch Basins Type I	10.00	EA	\$	22,441	\$ 22,441		
2	CANAL BRIDGE REPLACEMENT							
	Culvert Structural Concrete	1.00	LS	\$	68,834		\$	68,83
	Culvert Reinforcing Steel - Supply	1.00	LS	\$	131,928		\$	131,92
	Culvert Reinforcing Steel - Install	1.00	LS	\$	9,324		\$	9,3
	Culvert Precast Lids - Supply	17.00	EA	\$	75,966		\$	75,9
	Culvert Precast Lids - Install	17.00	EA	\$	16,128		\$	16,12
	Culvert Waterproofing	1.00	LS	\$	23,224		\$	23,22
3	SITE FURNISHINGS AND SPECIALTIES	1.00	<b>F</b> A	<b>^</b>	0.000	<b>*</b> 0.000		
	Bike Racks - Install	4.00	EA	\$	2,329	\$ 2,329		
BID PACKAGE 1.3				\$	843,740	\$ 843,740	Ş	-
1	DECOMISSION, REMOVAL, AND SALVAGE Decomissioning	1.00	LS	¢	2,041	\$ 2,041	-	
	Removal and Salvage	1.00	LS	э \$	2,041	\$ 2,041	_	
2	SITE ELECTRICAL	1.00	Lð	¢	2,041			
2	Site Electrical	1.00	LS	¢	133,573	\$ 133,573		
	PL1 Light Poles/Fixtures - Supply (6 Owner Furnished)	12.00	EA	φ \$	42,555	\$ 42,555	-	
	PL2 Light Poles/Fixtures - Supply	4.00	EA	¢	42,555	\$ 11,561	_	
	Site Electrical - Foundations / Bases	1.00	LS	\$	33,297	\$ 33,297	_	
3	TRAFFIC SIGNAL SYSTEMS	1.00	20	Ψ	00,207	φ 00,207		
j	15th / Bannock: Signal System - Supply	1.00	LS	\$	134,004	\$ 134,004		
	15th / Bannock: Signal System - Install	1.00	LS	\$	110,626	\$ 110,626	_	
	15th / Bannock: Foundations / Bases	8.00	EA	\$	16,423	\$ 16,423	_	
	16th / Bannock: Signal System - Supply	1.00	LS	\$	133,005	\$ 133,005	-	
	16th / Bannock: Signal System - Install	1.00	LS	\$	104,851	\$ 104,851	_	
	16th / Bannock: Foundations / Bases	8.00	EA	\$	16,529	\$ 16,529	_	
	Site Interconnect	1.00	LS	\$	-		_	
BID PACKAGE 1.4				Ś	225,695			-
1	TREES							
	Trees - Supply	35.00	EA	\$	28,000	\$ 28,000	1	
	Trees - Install	35.00	EA	\$	28,000	\$ 28,000	L	
2	PLANTING, SOD, SEEDING, AND LANDSCAPE REPAIR							
	Miscellaneous planting	1.00	LS	\$	5,250	\$ 5,250	1	
	Sodding and Seeding	1.00	LS	\$	29,000	\$ 29,000	1	
	Landscape Repair	1.00	LS	\$	5,500	\$ 5,500	1	
3	IRRIGATION SYSTEMS							
	Irrigation Systems - Trees	1.00	LS	\$	44,845	\$ 44,845	i	
	Irrigation Systems - Other (Lawn Strips, Sod, Landscaping, Etc.)	1.00	LS	\$	85,100	\$ 85,100		
	BASE PROJECT HARD COST			\$	4,552,706	\$ 3,320,804	\$	1,231,90
	Alternate 1 - 15th to 16th, SOUTH STREETSCAPES ("Add Alt 1" IN PLANS)		LS	\$	134,755	\$ 134,755	\$	-
	Alternate 2 - 14th TO 13th, NORTH STREETSCAPES ("Add Alt 2" IN PLANS)		LS	\$	172,770	\$ 172,770	\$	-
	BASE + ALTERNATES - (24.91% ACHD, w/out GC Staffing)			\$	4,860,230	\$ 3,628,328	\$	1,231,90
. 26 - 8.2.17	General Liability Insurance (1.05%)		1.05%	\$	51,032	\$ 38,097	\$	12,93
	Builders Risk Insurance (0.40%)		0.40%	\$	19,441	\$ 14,513	-	4,92
	PROJECT HARD COST + INSURANCE			\$	4,930,704	\$ 3,680,939		1,249,7
. 23 - 7.3	Fee (8%)	1 1	8.00%	Ś	394,456	\$ 294,475		99,9
, , , ,	P&P Bond (0.7281%)		0.73%	\$	35,387	\$ 26,418		8,9
	Contingency (Calculated off Base Project Hard Cost)	1 ł	3.00%	Ś	145,807	\$ 108,850	-	36,9
	Contribution (Construction) Date Holecentary Cost		5.0070	\$	5,506,354	. ,		1,395,67

#### ALTERNATES

		BID CYCLE 01					
ALT 1	15th to 16th, SOUTH STREETSCAPES ("Add Alt 1" IN PLANS)			\$	134,755	\$ 134,755	\$-
1.1	CIVIL SITEWORK & UTILITIES						
	Demolition & Salvage	1.00	LS	\$	7,700	\$ 7,700	
	Site Preparation, Excavation, & Grading (Behind Curb to Add Alt 1 Limits)	1.00	LS	\$	11,900	\$ 11,900	
	Storm Drain Improvements & Silva Cell Systems	1.00	LS	\$	-	\$-	
	Underground Electrical and Communication (Excavation, Beding, & Backfill)	1.00	LS	\$	7,500	\$ 7,500	
1.2	CONCRETE						
	Site Concrete (Back of Curb to Add Alt 1 Limits) and Miscellaneous Concrete	1.00	LS	\$	21,768	\$ 21,768	
1.3	ELECTRICAL						
	Decomissioning, Removal, and Salvage	1.00	LS	\$	-	\$-	
	Site Electrical	1.00	LS	\$	28,011	\$ 28,011	
	PL1 Light Poles/Fixtures - Supply	3.00	EA	\$	10,667	\$ 10,667	
	PL2 Light Poles/Fixtures - Supply	1.00	EA	\$	2,896	\$ 2,896	
1.4	LANDSCAPING						
	Trees	1.00	LS	\$	16,000	\$ 16,000	
	Planting, Sod, Seeding, and Landscape Repair	1.00	LS	\$	11,913	\$ 11,913	
	Irrigation Systems	1.00	LS	\$	16,400	\$ 16,400	
ALT 2	14th TO 13th, NORTH STREETSCAPES ("Add Alt 2" IN PLANS)			\$	172,770	\$ 172,770	\$ -
1.1	CIVIL SITEWORK & UTILITIES						
	Demolition & Salvage	1.00	LS	\$	5,200	\$ 5,200	
	Roadway Excavation & Grading (Curbline to Crown)	1.00	LS	\$	-	\$-	
	Site Preparation, Excavation, & Grading (Behind Curb to Add Alt 2 Limits)	1.00	LS	\$	7,100	\$ 7,100	



 Exhibit A - GMP Breakdown (Rev 2. - November 22, 2024)

 CCDC - Bannock Street Streetscape Improvements, 12th to 16th Streets

A BIG-D COMPANY		BID CYCLE 01												
BID PACKAGE	SECTION NAME	QTY	UofM	TOTAL	CCDC TOTAL	ACHD TOTAL								
	Storm Drain Improvements & Silva Cell Systems	1.00	LS	\$ 88,800	\$ 88,800									
	Underground Electrical & Communication (Excavation, Beding, & Backfill)	1.00	LS	\$ 3,000	\$ 3,000									
1.2	CONCRETE													
	Site Concrete (Back of Curb to Add Alt 2 Limits) and Miscellaneous Concrete	1.00	LS	\$ 9,724	\$ 9,724									
	Site Furnishings & Specialties	1.00	LS	\$ 484	\$ 484									
1.3	ELECTRICAL													
	Decomissioning, Removal, and Salvage	1.00	LS	\$-	\$-									
	Site Electrical	1.00	LS	\$ 15,372	\$ 15,372									
	PL1 Light Poles/Fixtures - Supply	2.00	EA	\$ 7,146	\$ 7,146									
1.4	LANDSCAPING													
	Trees	1.00	LS	\$ 9,600	\$ 9,600									
	Planting, Sod, Seeding, and Landscape Repair	1.00	LS	\$ 4,894	\$ 4,894									
	Irrigation Systems	1.00	LS	\$ 21,450	\$ 21,450									



Bannock Street Streetscape Improvements, 12th to 16th Streets

**GMP** Amendment No. 1

Exhibit B – Assumptions and Clarifications



CCDC Bannock Street Streetscape Improvements, 12th to 16th Streets | Boise, ID

Exhibit B - Assumptions and Clarifications (Rev. 2)

Guaranteed Maximum Price (GMP)

November 22, 2024

Overview:

In general, this GMP consists of streetscape improvements, a canal replacement and roadway improvements along Bannock Street, between 12th to 16th Streets. This GMP scope of work includes the demolition, excavation and grading, curb systems, streetscape improvements, stormwater improvements, silva cell systems, roadway improvements, lighting electrical, and new signal systems at the 15<sup>th</sup> & 16<sup>th</sup> Intersections.

The Bannock Street Streetscape Improvements, 12th to 16th Streets Project documents specifically utilized in the preparation of this GMP include the 100% design submittal, received on September 20, 2024:

- 1. 100\_23056\_Bannock\_16<sup>th</sup> to 12<sup>th</sup>\_Construction Plans
- 2. 100\_23056\_Bannock\_16<sup>th</sup> to 12<sup>th</sup>\_Project Manual
- 3. 23056\_Bannock 16<sup>th</sup> to 12<sup>th</sup> SPs 100 R1
- 4. Exhibit A GMP Design Development Budget Estimate
- 5. Exhibit B GMP Assumptions & Clarifications
- 6. Exhibit C GMP Project Schedule
- 7. Exhibit D Phasing Plan
- 8. Exhibit E Drawing & Specification Log

This GMP is for the base scope of work shown in the contract drawings, in addition to the following alternates:

- 1. Add Alternate No. 1 Streetscape Improvements on South Side of Bannock Street between 15th Street and 16th Street.
- 2. Add Alternate No. 2 Streetscape Improvements on the North Side of Bannock Street) in front of 1300 W Bannock Street (approx. STA 23+00 to 24+50).

This GMP excludes the following alternates:

- 1. Add Alternative No. 3 Streetscape Improvements on West Side of 13th Street north of Bannock Street.
- 2. Add Alternative No. 4 Streetscape and Roadway Improvements on Bannock Street between 12th Street and 13th Street.

In general, the duration of construction-related activities as related to this scope of work is estimated to take approximately (9) nine months, excluding any conflicts with utility work. The construction work is expected to Start in January 2025.

# Allowances

This GMP includes the following allowances further defined in these Assumptions & Clarifications and the GMP:

- 1. Traffic Control Allowance \$79,200
  - a. Traffic control in a downtown environment is always evolving and at subject to changes outside of our control. Weather events such as windstorms may cause traffic control to blow out of position causing a risk to the public. The public may take it upon themselves to relocate traffic control as they see fit, theft and vandalism are also a risk. In summary, the need for traffic control maintenance is certain but the extent is unknown.
- 2. Weather Protection Allowance \$132,503
  - a. Weather Protection will likely be needed for a couple phases of construction through the wintertime. Instead of providing a conservative price to manage the risk, this would be best managed as an allowance to fairly control costs.

### **MCALVAIN COMPANIES**

- 3. Testing & Inspections Allowance \$44,600
  - a. This GMP includes an allowance for a limited amount of testing and inspections
- 4. Survey Allowance \$81,000
  - a. This GMP includes an allowance for surveying.
- 5. Permits & Fees Allowance \$53,375
  - a. City of Boise Grading and Drainage Permit \$15,000
    - i. This allowance was approximated using a basis of \$5.17/per \$1,000.
  - b. ACHD Permit Fees \$23,375
    - i. This allowance is based on \$85/day \*275 days.
  - c. IPCO Allowance \$15,000
    - i. This allowance is to account for the cost associated with one new utility meter pedestal.
- 6. Utility Relocate Allowance \$38,080
  - a. This GMP includes a utility relocation allowance for unknown utility adjustments that can not be reasonably quantified at this time.
- 7. Soft Spot Repair Allowance \$40,000
  - a. This GMP includes an allowance for soft spot repair and replacement.
- 8. Veolia/Water Infrastructure Allowance \$100,000
  - a. This allowance is to account for the cost associated with the new water infrastructure shown in the drawings. This scope of work is not included under any of the bid packages associated with this GMP.

# Statement of work to be self-performed

- 1. McAlvain intends to award the scopes of work:
  - a. BP-1.01 Sitework
    - i. Base Bid + Alternates 1 and 2: \$1,932,700
    - b. BP-1.02 Concrete
      - i. Base Bid + Alternates 1 and 2: \$751,737

# Statement of work to be subcontracted

- 1. McAlvain intends to award the scopes of work:
  - a. BP-1.03 Electrical (Lea Electric)
    - a. Base Bid + Alternates 1 and 2: \$907,832
    - b. BP-1.04 Landscaping: (Gingerich Site & Underground)
      - a. Base Bid + Alternates 1 and 2: \$305,951

# **General Assumptions & Clarifications**

- A. This GMP includes General Conditions. General Conditions assume standard work hours and **does not** include schedule acceleration or overtime.
- B. Project baseline schedule assumes a five day | week work calendar; no premium time is assumed within this estimate.
- C. This GMP assumes that Alternates 1 and 2 will be accepted by December 16, 2024. Subcontractor pricing cannot be guaranteed beyond this date.
- D. The work of this GMP shall be performed in a continuous manner. McAlvain has not accounted for any shut down sequencing or delay in work.
- E. This GMP includes a 3% Risk Contingency. It is assumed that the Capital City Development Corp will carry an appropriate contingency to protect the overall interests of the project.
- F. This GMP does not include any regional prevailing wages or Davis Bacon wage requirements.
- G. This GMP includes Builders Risk Insurance as required in the Master Agreement.
- H. This GMP **does not** include Pollution Insurance cost.
- I. This GMP includes standard Commercial General Liability insurance listing Capital City Development Corp as additional insureds, professional liability coverage, automobile liability, excess liability, workers compensation, and cyber security insurance as required in the Master Agreement.
- J. This GMP **does not** include Hazardous materials analysis or abatement and removals.

### **McALVAIN COMPANIES**

- K. This GMP **does not** include any utility connection, service fees, or usage fees from public utilities (Intermountain Gas, Phone Line, Fiber, etc.) related to upgrades or utilization of existing systems.
- L. This GMP **does not** include any costs associated with utility investigation or potholing.
- M. This GMP includes only the allowance for Idaho Power fees associated with the new power service; no additional Idaho Power fees are covered in this budget.
- N. This GMP **does not** include pricing for impact fees, offset costs or tree removal credits of any kind.
- This GMP **does not** include cost for a job trailer or any associated utilities. It is assumed that CCDC will
  provide an offsite temporary office space to occupy throughout the project.
- P. This GMP **does not** include pricing for a laydown yard. It is assumed that a laydown yard will be provided by CCDC to use throughout the project.
- Q. This GMP includes provisions for a Performance and Payment Bond.
- R. This GMP assumes Procore is the information management system for electronic document distribution that will be utilized through the course of construction.
- S. This GMP **does not** include any provisions or fee reductions associated with shared savings at this time.
- T. This GMP **does not** include ITD Encroachment Permit fees.
- U. This GMP includes 2-year warranties for all project components and **does not** include any special warranties. Warranty periods will start upon established substantial completion of each phase.
- V. This GMP includes development of the Construction General Permit and filing of a Notice of Intent (NOI) since the disturbed area is greater than an acre.
- W. This GMP includes appropriate Best Management Practices (BMP's) per the approved SWPPP plan but **does not** include wheel washes or spray systems.
- X. This GMP **does not** include parking space rental fees.

# **Scope of Work Qualifications**

# I. Division 02 – Existing Conditions

- A. This GMP **does not** include the separation of waste materials or transmittal of recycling credits to a third party.
- B. This GMP **does not** include provisions for handling trash and refuse not specifically generated from construction activities.
- C. This GMP **does not** include any type of snow removal.
- D. This GMP **does not** include removal of subsurface debris, garbage, and/or inorganic materials.
- E. This GMP **does not** include rock removal.
- F. This GMP **does not** include any modifications or repairs to subsurface basements, coal chutes, garages, topping slabs, etc.
- G. This GMP **does not** account for hazardous materials, no hazardous materials are expected.
- H. This GMP excludes any costs for repairing retained and rotomilled asphalt sections if they fail to maintain structural integrity and require full replacement.
- I. This GMP includes dewatering and bypass pumping for the canal replacement.

# II. Division 03 – Concrete

- A. This GMP **does not** include concrete sealers, stains, stamping or special finishes beyond hard troweling and/or broom finishing for all concrete.
- B. This GMP **does not** include any roadway concrete paving.
- C. This GMP assumes the canal tie-in points are structurally sound and stable, with no need for additional measures for the canal replacement.
- D. This **GMP does** not including supply of parking meter poles and heads (install only). It is assumed that all parting meter poles and heads will by supplied by City of Boise.
- E. This GMP **does not** include the supply of tree grates and frames. The GMP includes installing all tree grates and frames (owner furnished).

# **MCALVAIN COMPANIES**

# III. Division 26 – Electrical

- A. This GMP **does not** include any permanent power, handhole, or permanent power relocations.
- B. The signal pricing within this GMP estimate is based on estimated signal pricing provided in the Special Provisions. Taxes are included within the pricing for the signal system supply.
- C. This GMP assumes that (6) historical light poles and assemblies will be owner furnished.

# IV. Division 31 – Earthwork

- A. This GMP assumes that all soil below the existing roadway surface is structurally stable and suitable. This GMP **does not** include provisions for compromised unsuitable soils, soft spot replacement and repairs in the roadway or sidewalk areas therefore, if encountered soft spot repairs will be paid out of the Soft Spot Repair Allowance.
- B. This GMP assumes we will reuse fill and backfill excavation materials and **will not** require moisture conditioning, screening, or special treatment. No special handling or screening modifications have been assumed for this GMP.

## V.Division 32 – Exterior Improvements

- A. This GMP includes providing all new trees and sod.
- B. This GMP includes installing all bike racks (owner furnished).

## VI. Division 33 – Utilities

- A. This GMP assumes the existing storm drain tie-ins and sediment boxes are in good enough condition to be reused.
- B. This GMP Estimate assumes the Idaho Power vault **does not** need to be relocated or modified during construction.
- C. This GMP assumes that there are no new Idaho Power lines to be installed and coordinated.
- D. This GMP does **not** include removing existing precast subsurface power vaults at alley ways.
- E. This GMP **does not** include any costs associated with replacing manholes to the canal system.
- F. This GMP excludes any costs related to the Veolia/Water Infrastructure. An allowance is included to account for the cost associated with the new water infrastructure shown in the drawings. This scope of work is not included under any of the bid packages associated with this GMP and is planned to be procured during a later bid release.

# **General Exclusions**

- A. Add Alternate No. 3 Streetscape Improvements on West Side of 13th Street north of Bannock Street.
- B. Add Alternate No. 4 Streetscape and Roadway Improvements on Bannock Street between 12th Street and 13th Street.
- C. Hazardous material removal and abatement of contaminants.
- D. City, county, state, highway district or other jurisdictional fees and/or impact fees.
- E. Utility permit, plan design, review, or connection fees.
- F. Utility service relocation and connection fees.

### McALVAIN COMPANIES



Bannock Street Streetscape Improvements, 12th to 16th Streets

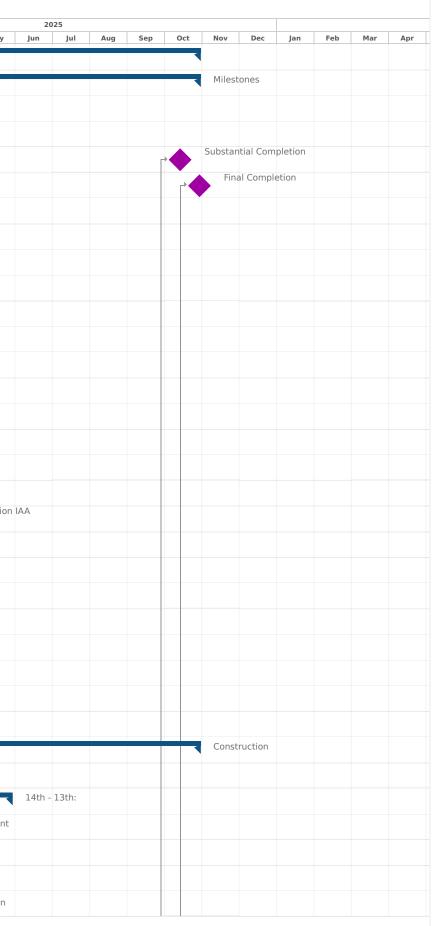
**GMP** Amendment No. 1

Exhibit C – Project Schedule

2 3 4 5 6 –	Activity Activity Milestones NTP Start Construction	Start 12/28/23 12/09/24	Duration 466 days	End	Progress	rredecesso	Successor	Dec			GMP Project Schedule 2024 2024									_			
1 – 2 3 4 5 6 –	NTP		466 days	10/24/25				Jec	Jan	Feb	Mar	Apr	May	Jun Jul	Aug	Sep	Oct	Nov	_		Jan Feb	Mar	A
2 3 4 5 6 –	NTP	12/09/24						, ,										loday	/: 01 Nov				
3 4 5 6 <del>-</del>			-																	NTP	2		
4 5 6 <del>–</del>	Start Construction	12/09/24	0 days	12/09/24	0.00%	21fs+0d												!			▲ Sta	rt Constru	uction
5 6 <del>-</del>		01/22/25	0 days	01/22/25	0.00%	28ss+0d														ſ			
6 –	Substantial Completion	10/13/25	0 days	10/13/25	0.00%	82fs+0d													<u> </u>				
	Final Completion	10/29/25	0 days	10/29/25	0.00%	84fs+0d																	
7	Preconstruction	12/28/23	263 days	01/13/25	7.78%																Preconst	truction	
	– Design	12/28/23	190 days	09/20/24	100.00%				60%								Design						
8	60% DD	12/28/23	0 days	12/28/23	100.00%		10fs+30d		60% [	טט			61 I D										
9	Start Preconstruction	04/15/24	0 days	04/15/24	100.00%								Start Prec	onstruction									
10	95% DD	05/27/24	7 days	06/04/24	100.00%	8fs+30d	11fs+76d						<b>_</b>	95% DD									
11	100% CD	09/20/24	0 days	09/20/24	100.00%	10fs+76d	16fs+10d;1	L									100%	CD					
12	- Permitting & Approvals	09/20/24	30 days	10/31/24	0.00%												•	Per	mitting &	S₂ App	rovals		
13	ACHD Permit Documents Revi	. 09/20/24	10 days	10/03/24	0.00%	11fs+0d	14fs+0d									4	ACH	D Pern	nit Docur	ments	s Review & A	Approval	
14	Grading & Drainage Permit	10/04/24	20 days	10/31/24	0.00%	13fs+0d;16	is									<b>→</b>		Gra	iding & [	Draina	age Permit		
15	- Bidding & GMP Developmen	10/04/24	63 days	01/13/25	0.00%											1					Bidding	& GMP De	evelop
16	Bid Cycle	10/04/24	15 days	10/24/24	0.00%	11fs+10d	17fs+0d;14	1:									-	Bid C	lycle				
17	GMP Development	10/25/24	7 days	11/04/24	0.00%	16fs+0d	18fs+18d;1	L									Ļ	Gr	MP Deve	lopme	ent		
18	ACHD Commission Approval	12/04/24	0 days	12/04/24	0.00%	17fs+18d														ACHE	) Commissio	on Approv	al of
19	CCDC & ACHD Review of GMP	11/05/24	10 days	11/18/24	0.00%	17fs+0d													CCDC	& ACI	HD Review o	of GMP	
20	CCDC Board Approval of GMP	12/09/24	0 days	12/09/24	0.00%		21fs+0d														DC Board Ap	proval of	GMP
21	NTP	12/09/24	0 days	12/09/24	0.00%	20fs+0d	25fs+0d;22	2.											L.	NTP	·		
22	Contracting	12/09/24	20 days	01/13/25	0.00%	21fs+0d	26fs-5d											-	-		Contract	ting	
23	ACHD Commission Memo Du	11/25/24	1 day	11/25/24	0.00%														ACH	ID Cor	mmission M	emo Due	
24 -	- Submittals	12/09/24	25 days	01/20/25	0.00%														-		Submi	ttals	
25	ACHD Temporary HWY Use Per	12/09/24	11 days	12/23/24	0.00%	21fs+0d	28fs+15d												Ļ		CHD Tempor	ary HWY	Use P
26	Submittals	01/07/25	10 days	01/20/25	0.00%	22fs-5d														4	Submi	ittals	
27 -	- Construction	01/21/25	197 days	10/29/25	0.00%													-			-		-
28	Start of Construction	01/21/25	0 days	01/21/25	0.00%	25fs+15d	31fs+0d;3s	55													Sta	rt of Cons	tructi
	– 14th - 13th:			05/29/25																			
30	– Canal Replacement		-	03/07/25																		Ca	inal R
31	Dewatering	01/22/25	5 days	01/28/25	0.00%	28fs+0d	32fs+0d														Dew	vatering	
32	Demo / Excavation / Prep	01/29/25	1 day	01/29/25	0.00%		36fs+10d;3	3														mo / Exca	vatior
33	Canal Construction	01/30/25	25 days	03/05/25	0.00%		34fs+0d															_	nal Co

Child Activity (+# days) Delay

Completed Ahead Uninitiated Overdue



Printed on: 11/01/24

Page: 1/3



#### Bannock Street Improvements GMP Project Schedule

Activity	Start	Duration	End	Progress	Predecesso	Successors Dec Jan Feb	Mar Anr	2 May Jun	024	p Oct	Nov Dec	Jan Feb	2025           Mar         Apr         May         Jun         Jul         Aug         Sep         Oct         Nov         Dec         Jan         Feb         Mar
Backfill	03/06/25	2 days		0.00%			inui Api	indy juit	Jui Aug Sc				→ Backfill
– North Streetscapes	02/13/25	41 days	04/10/25	0.00%									North Streetscapes
Demo	02/13/25	5 days	02/19/25	0.00%	32fs+10d	38fs+0d						L, D.	Demo
Water Service (Coordinate	. 02/20/25	4 days	02/25/25	0.00%		39fs+0d							Water Service (Coordinate W/ Veolia Subcontractor)
Silva Cells & Underground	. 02/20/25	15 days	03/12/25	0.00%	36fs+0d	39fs+0d						Ļ	Silva Cells & Underground Utilities
Curb & Gutter (Prep & Plac	. 03/13/25	8 days	03/24/25	0.00%	38fs+0d;371	40fs+0d							Curb & Gutter (Prep & Place)
Hardscapes (Prep & Place)	03/25/25	4 days	03/28/25	0.00%	39fs+0d	43fs+0d;41							Hardscapes (Prep & Place)
Landscape & Lighting	03/31/25	9 days	04/10/25	0.00%	40fs+0d								Landscape & Lighting
- 14th Intersection	03/31/25	23 days	04/30/25	0.00%									14th Intersection
Demo	03/31/25	6 days	04/07/25	0.00%	40fs+0d	45fs+0d							Demo
Water Service (Coordinate	. 04/08/25	4 days	04/11/25	0.00%		46fs+0d							Water Service (Coordinate W/ Veolia Subcontractor)
Storm Drain	04/08/25	3 days	04/10/25	0.00%	43fs+0d	46fs+0d							Storm Drain
Curb & Gutter (Prep & Plac	. 04/14/25	6 days	04/21/25	0.00%	45fs+0d;441	47fs+0d							Curb & Gutter (Prep & Place)
Hardscapes (Prep & Place)	04/22/25	7 days	04/30/25	0.00%	46fs+0d	49fs+0d							Hardscapes (Prep & Place)
<ul> <li>South Streetscapes</li> </ul>	05/01/25	20 days	05/29/25	0.00%									South Streetscapes
Demolition	05/01/25	2 days	05/02/25	0.00%	47fs+0d	50fs+0d							
Underground Utilities	05/05/25	2 days	05/06/25	0.00%	49fs+0d	51fs+0d							Underground Utilities
Curb & Gutter (Prep & Plac	. 05/07/25	5 days	05/13/25	0.00%	50fs+0d	52fs+0d							Curb & Gutter (Prep & Place)
Hardscapes (Prep & Place)	05/14/25	3 days	05/16/25	0.00%	51fs+0d	53fs+0d							Hardscapes (Prep & Place)
Roadway:14th-13th - Grad	05/19/25	8 days	05/29/25	0.00%	52fs+0d	55fs+0d							Roadway:14th-13th - Grade, Pave, Patchback
- 15th: Intersection	05/30/25	30 days	07/14/25	0.00%									15th: Intersection
Demo	05/30/25	6 days	06/06/25	0.00%	53fs+0d	57fs+0d							
Water Service (Coordinate W/	. 06/06/25	4 days	06/11/25	0.00%		58fs+0d							Water Service (Coordinate W/ Veolia Subcontractor)
Signal Underground	06/09/25	8 days	06/18/25	0.00%	55fs+0d	58fs+0d							Signal Underground
Curb & Gutter (Prep & Place)	06/19/25	6 days	06/26/25	0.00%	57fs+0d;561	59fs+0d							Curb & Gutter (Prep & Place)
Roadway:15th-14th: (Grade	06/27/25	5 days	07/07/25	0.00%	58fs+0d	60fs+0d							Roadway:15th-14th: (Grade & Pave)
Temp Striping				0.00%	59fs+0d								→ Temp Striping
Hardscapes & Pole Bases (Pre	06/20/25	5 days	06/26/25	0.00%		64fs+0d;62 <sup>.</sup>							Hardscapes & Pole Bases (Prep & Place)
Signal System	06/27/25	10 days	07/14/25	0.00%	61fs+0d								→ Signal System
- 16th: Intersection	06/27/25												16th: Intersection
Demo				0.00%									Demo
Signal Underground				0.00%									Signal Underground
Curb & Gutter (Prep & Place)													Curb & Gutter (Prep & Place)
Roadway: 16th-15th (Grade	07/24/25	5 days	07/30/25	0.00%	66fs+0d	68fs+0d							Roadway: 16th-15th (Grade & Pave)

### Outbuild

General

Parent Activity — Baseline 

Milestone

Child Activity (+# days) Delay



Printed on: 11/01/24

Page: 2/3



#### Bannock Street Improvements GMP Project Schedule

AB	BIG-D COMPANY														,		-																		
ID	Activity	Start	Duration	End	Progress	Predecesso	Successors	r lan	Feb	Mar	Apr	May	20 Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	20 Jun	025 Jul	Δυα	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
68	Temp Striping	07/31/25	3 days	08/04/25				,					,	,						,					,			np Stripir							
69	Hardscapes & Pole Bases (Pre	08/04/25	5 days	08/08/25	0.00%	7	72fs+0d;70 <sup>.</sup>																				На на	ardscapes	s & Pole E	ases (Pr	ep & Plac	e)			
70	Signal System	08/11/25	10 days	08/22/25	0.00%	69fs+0d																					-	Signal	System						
71	– 16th - 15th: Streetscapes/Si	08/11/25	10 days	08/22/25	0.00%																							16th - 1	.5th: Stre	etscapes	/Sidewall	ks			
72	Demo, Prep & Place	08/11/25	10 days	08/22/25	0.00%	69fs+0d	75fs+0d																					Demo,	Prep & Pl	ace					
73	Water Service (Coordinate W/	08/12/25	7 days	08/20/25	0.00%																							Water S	ervice (C	pordinate	e W/ Subo	contracto	or)		
74	– 15th - 14th: Streetscapes/Si	08/25/25	10 days	09/08/25	0.00%																						,	15	th - 14th:	Streetso	apes/Sid	ewalks			
75	Demo, Prep & Place	08/25/25	10 days	09/08/25	0.00%	72fs+0d	77fs+0d																				L)	D- De	emo, Prep	& Place					
76	– Roadway: 12th - 16th	09/09/25	10 days	09/22/25	0.00%																								Roadwa	y: 12th -	16th				
77	Rotomill & Overlay	09/09/25	5 days	09/15/25	0.00%	75fs+0d	78fs+0d																						Rotomill &	overlay	/				
78	Striping & Signage	09/16/25	5 days	09/22/25	0.00%	77fs+0d 8	32fs+0d;79 <sup>.</sup>																						Striping	& Signa	ge				
79	- Weather Contingency	09/23/25	15 days	10/13/25	0.00%	78fs+0d																							W	eather C	ontingen	су			
80	Weather Days	09/23/25	15 days	10/13/25	0.00%		82fs+0d																						w	eather D	ays				
81	– Closeout	10/13/25	12 days	10/29/25	0.00%																									Close					
82	Substantial Completion	10/13/25	0 days	10/13/25	0.00%	80fs+0d;78f8	33fs+0d;4fs																							Substar	itial Comp	pletion			
83	Punch List	10/14/25	12 days	10/29/25	0.00%	82fs+0d	84fs+0d																							Punch					
84	Final Completion	10/29/25	0 days	10/29/25	0.00%	83fs+0d	5fs+0d																							Fina	al Comple	tion			



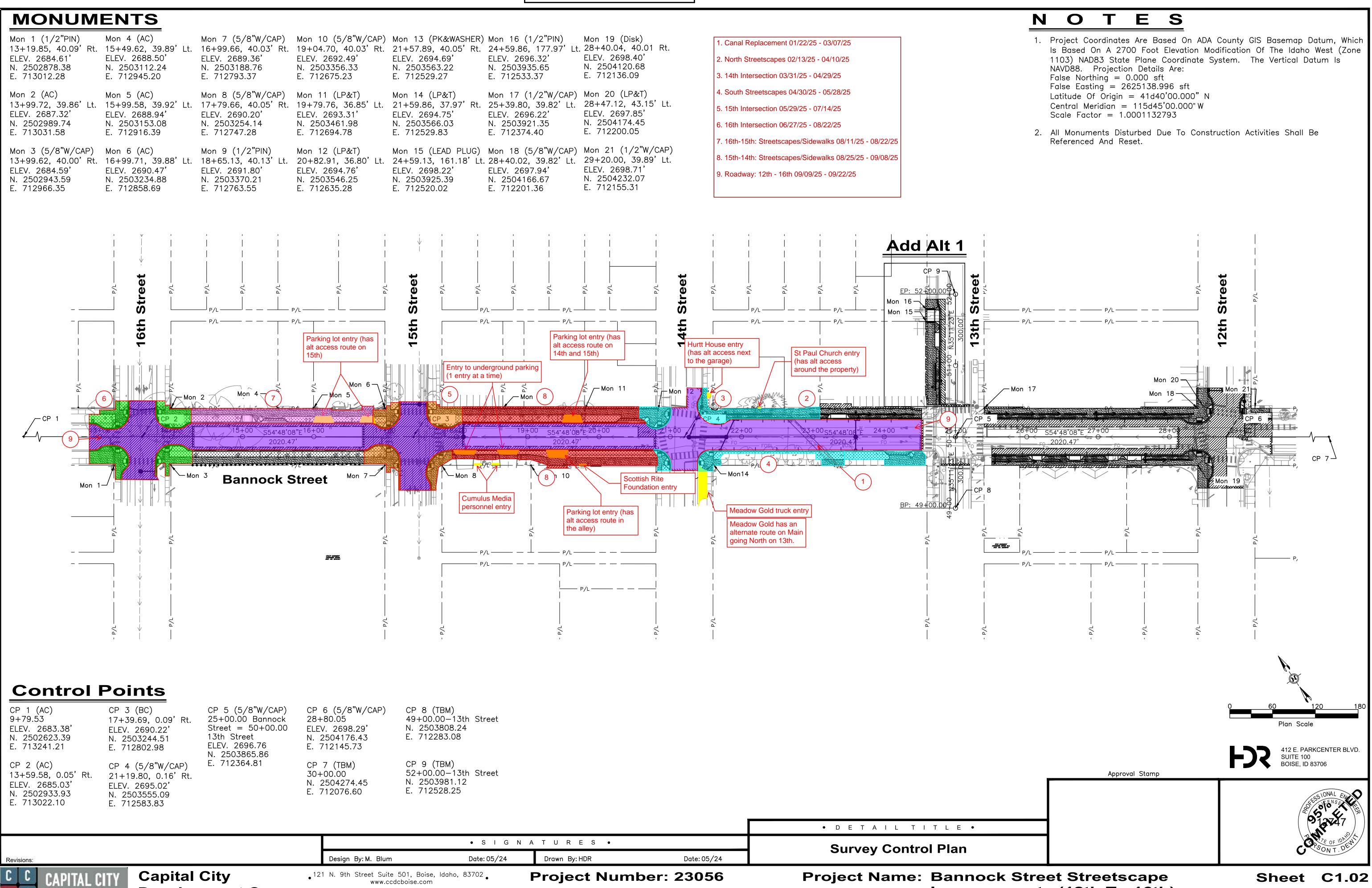




Bannock Street Streetscape Improvements, 12th to 16th Streets

**GMP** Amendment No. 1

Exhibit D – Phasing Plan





**Development Corp** 

www.ccdcboise.com

## Exhibit D - Phasing Plan

• DETAIL TITLE •			
Survey Control Plan		TURES •	SIGNA
Survey Control Flan	Date: 05/24	Drawn By:HDR	oate: 05/24
Project Name: Bannock	ber: 23056	Project Numb	702

# **Improvements (12th To 16th)**



Bannock Street Streetscape Improvements, 12th to 16th Streets

**GMP** Amendment No. 1

### Exhibit E – Drawing & Specification Log

### Exhibit E - Drawing & Specification Log

### Project: Bannock Street Streetscape Improvements, 12th to 16th Streets

Last Update: 10/4/2024

DRAWING / SPEC SECTION	SHEET TITLE	DATE	PACKAGE	ADDENDUM 1	ADDENDUM 2	CONFORM
	DRAWINGS / PLANS					
	CIVIL:					
G0.00	TITLE SHEET	9/20/2024	100%			
C1.01	CIVIL NOTES	9/20/2024	100%			
C1.02	SURVEY CONTROL PLAN	9/20/2024	100%			
C2.01	BANNOCK ST TYPICAL SECTIONS	9/20/2024	100%			
C2.02	BANNOCK ST TYPICAL SECTIONS	9/20/2024	100%			
C2.03	13TH ST TYPICAL SECTION	9/20/2024	100%			
C3.01	BANNOCK ST UTILITY & REMOVAL PLAN (12+80 TO 16+80)	9/20/2024	100%			
C3.02	BANNOCK ST UTILITY & REMOVAL PLAN (16+80 TO 21+80)	9/20/2024	100%			
C3.03	BANNOCK ST UTILITY & REMOVAL PLAN (21+80 TO 26+80)	9/20/2024	100%			
C3.04	BANNOCK ST UTILITY & REMOVAL PLAN (26+80 TO 31+80)	9/20/2024	100%			
C3.05	13TH ST UTILITY & REMOVAL PLAN (50+60 TO 52+00)	9/20/2024	100%			
C4.01	BANNOCK ST PLAN & PROFILE (12+80 TO 16+80)	9/20/2024	100%			
C4.02	BANNOCK ST PLAN & PROFILE (16+80 TO 21+80)	9/20/2024	100%			
C4.03	BANNOCK ST PLAN & PROFILE (21+80 TO 26+80)	9/20/2024	100%			
C4.04	BANNOCK ST PLAN & PROFILE (26+80 TO 31+80)	9/20/2024	100%			
C4.05	13TH ST PLAN & PROFILE (50+60 TO 52+00)	9/20/2024	100%			
C5.01	BOW PROFILE 13+80 TO 18+80	9/20/2024	100%			
C5.02	BOW PROFILE 18+80 TO 23+80	9/20/2024	100%			
C5.03	BOW PROFILE 23+80 TO 28+80	9/20/2024	100%			
C5.04	16TH & 15TH INTERSECTION GRADING	9/20/2024	100%			
C5.05	14TH & 12TH INTERSECTION GRADING	9/20/2024	100%			
C5.06	DRIVEWAY DETAILS	9/20/2024	100%			
C5.07	DRIVEWAY DETAILS	9/20/2024	100%			
C5.08	CIVIL DETAILS	9/20/2024	100%			
C5.09	CIVIL DETAILS	9/20/2024	100%			
C6.01	STORM DRAIN PLAN & PROFILE (12+80 TO 16+80)	9/20/2024	100%			
C6.02	STORM DRAIN PLAN & PROFILE (16+80 TO 21+80)	9/20/2024	100%			
C6.03	STORM DRAIN PLAN & PROFILE (21+80 TO 26+80)	9/20/2024	100%			
C6.04	STORM DRAIN PLAN & PROFILE (26+80 TO 31+80)	9/20/2024	100%			
C6.05	STORM DRAIN PLAN & PROFILE (50+60 TO 52+00)	9/20/2024	100%			
C6.06	STORM DRAIN DETAILS - LATERAL PROFILES	9/20/2024	100%			
C6.07	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.08	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.09	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.10	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.11	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.12	STORM DRAIN DETAILS - SILVA CELLS	9/20/2024	100%			
C6.13	STORM DRAIN DETAILS	9/20/2024	100%			
C7.01	BANNOCK ST SWPP PLAN (12+80 TO 16+80)	9/20/2024	100%			
C7.02	BANNOCK ST SWPP PLAN (16+80 TO 21+80)	9/20/2024	100%			
C7.03	BANNOCK ST SWPP PLAN (21+80 TO 26+80)	9/20/2024	100%			
C7.04	BANNOCK ST SWPP PLAN (26+80 TO 31+80)	9/20/2024	100%			
C7.05	13TH ST SWPP PLAN (50+60 TO 52+00)	9/20/2024	100%			

#### Exhibit E - Drawings and Specifications Log

Bannock Street Streetscape Improvements, 12th to 16th Streets MCI# 124002

November 22, 2024

V1.6.10.23

MANCE SET	NOTES

### Exhibit E - Drawing & Specification Log

Project: Bannock Street Streetscape Improvements, 12th to 16th Streets

Last Update: 10/4/2024

SPEC SECTION           T1.01           T1.02           T1.03           T1.04           T1.05           T2.01           T2.02           T2.03           T2.04           T2.05           T3.01           S1.01           S1.02           S1.03           S1.04           S1.05           S1.06           L1.1	BANNOCK ST SIGNING & STRIPING PLAN (12+80 TO 16+80) BANNOCK ST SIGNING & STRIPING PLAN (16+80 TO 21+80) BANNOCK ST SIGNING & STRIPING PLAN (21+80 TO 26+80) BANNOCK ST SIGNING & STRIPING PLAN (26+80 TO 31+80) 13TH ST SIGNING & STRIPING PLAN (50+60 TO 52+00) SIGNAL PLAN - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS REINFORCEMENT DETAILS	9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100% 100% 100%		
T1.03 T1.04 T1.05 T2.01 T2.02 T2.03 T2.04 T2.05 T3.01 S1.01 S1.02 S1.03 S1.04 S1.05 S1.06	BANNOCK ST SIGNING & STRIPING PLAN (16+80 TO 21+80) BANNOCK ST SIGNING & STRIPING PLAN (21+80 TO 26+80) BANNOCK ST SIGNING & STRIPING PLAN (26+80 TO 31+80) 13TH ST SIGNING & STRIPING PLAN (50+60 TO 52+00) SIGNAL PLAN - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS PRECAST SLAB DETAILS	9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100% 100% 100%		
T1.04 T1.05 T2.01 T2.02 T2.03 T2.04 T2.05 T3.01 S1.01 S1.02 S1.03 S1.04 S1.05 S1.06	BANNOCK ST SIGNING & STRIPING PLAN (21+80 TO 26+80) BANNOCK ST SIGNING & STRIPING PLAN (26+80 TO 31+80) 13TH ST SIGNING & STRIPING PLAN (50+60 TO 52+00) SIGNAL PLAN - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL PLAN - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS PRECAST SLAB DETAILS	9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100% 100% 100%		
T1.05 T2.01 T2.02 T2.03 T2.04 T2.05 T3.01 S1.01 S1.02 S1.03 S1.04 S1.05 S1.06	BANNOCK ST SIGNING & STRIPING PLAN (26+80 TO 31+80) 13TH ST SIGNING & STRIPING PLAN (50+60 TO 52+00) SIGNAL PLAN - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL PLAN - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS PRECAST SLAB DETAILS	9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100% 100%		
T2.01 T2.02 T2.03 T2.04 T2.05 T3.01 S1.01 S1.02 S1.03 S1.04 S1.05 S1.06	13TH ST SIGNING & STRIPING PLAN (50+60 TO 52+00) SIGNAL PLAN - 16TH STREET SIGNAL DETAILS - 16TH STREET SIGNAL PLAN - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS PRECAST SLAB DETAILS	9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100% 100%		
T2.02 T2.03 T2.04 T2.05 T3.01 S1.01 S1.02 S1.03 S1.04 S1.05 S1.06	SIGNAL DETAILS - 16TH STREET SIGNAL PLAN - 15TH STREET SIGNAL DETAILS - 15TH STREET SIGNAL PLAN - 13TH STREET SIGNAL INTERCONNECT PLAN BRIDGE LAYOUT & GENERAL NOTES BRIDGE DETAILS BRIDGE DETAILS BRIDGE DETAILS PRECAST SLAB DETAILS	9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024           9/20/2024	100% 100% 100% 100% 100% 100%		
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S1.06			100%		
	REINFORCEMENT DETAILS	9/20/2024	100%		
L1.1		9/20/2024	100%		
L1.1	STREETSCAPE:				
	STREETSCAPE PLAN	9/20/2024	100%		
L1.2	STREETSCAPE PLAN	9/20/2024	100%		
L1.3	STREETSCAPE PLAN	9/20/2024	100%		
L1.4	STREETSCAPE PLAN	9/20/2024	100%		
L1.5	STREETSCAPE PLAN	9/20/2024	100%		
L2.1	STREETSCAPE NOTES	9/20/2024	100%		
L2.2	STREETSCAPE DETAILS	9/20/2024	100%		
	ELECTRICAL:				
EG-1	ELECTRICAL COVER SHEET	9/20/2024	100%		
EG-2	APPROVED EQUIPMENT/DETAILS	9/20/2024	100%		
EG-3	ELECTRICAL SPECIFICATIONS	9/20/2024	100%		
EG-4	ELECTRICAL SPECIFICATIONS/DETAILS	9/20/2024	100%		
EG-5	ELECTRICAL SPECIFICATIONS	9/20/2024	100%		
EG-6	ELECTRICAL SPECIFICATIONS	9/20/2024	100%		
EG-7	BOISE CITY STANDARD DETAILS	9/20/2024	100%		
E2.1	ELECTRICAL PLAN - 1500 BLOCK	9/20/2024	100%		
E2.2	ELECTRICAL PLAN - 1400 BLOCK	9/20/2024	100%		
E2.3	ELECTRICAL PLAN - 1300 BLOCK	9/20/2024	100%		
E2.4	ELECTRICAL PLAN - 1200 BLOCK	9/20/2024	100%		
	PROJECT MANUAL - GENERAL CONDITIONS AND SPECIFICATIONS				
DIVISION 01	GENERAL REQUIREMENTS				
011000	SUMMARY	9/20/2024	100%		
123000	ALTERNATES	9/20/2024	100%		
012600	CONTRACT MODIFICATION PROCEDURES	9/20/2024	100%		
012900	PAYMENT PROCEDURES	9/20/2024	100%		

2

#### Exhibit E - Drawings and Specifications Log

Bannock Street Streetscape Improvements, 12th to 16th Streets MCI# 124002

November 22, 2024

V1.6.10.23

MANCE SET	NOTES

### Exhibit E - Drawing & Specification Log

Project: Bannock Street Streetscape Improvements, 12th to 16th Streets

Last Update: 10/4/2024

DRAWING / SPEC SECTION	SHEET TITLE	DATE	PACKAGE	ADDENDUM 1	ADDENDUM 2	CONFORM
013100	PROJECT MANAGEMENT AND COORDINATION	9/20/2024	100%			
013300	SUBMITTAL PROCEDURES	9/20/2024	100%			
015300		9/20/2024	100%			
	TEMPROARY FACILITIES AND CONTROLS					
017300	EXECUTION	9/20/2024	100%			
017700	CLOSEOUT PROCEDURES	9/20/2024	100%			
DIVISION 32	EXTERIOR IMPROVEMENTS					
323300	SITE FURNISHINGS	9/20/2024	100%			
328400	PLANTING IRRIGATION	9/20/2024	100%			
329113	SOIL PREPERATION	9/20/2024	100%			
329200	TURF AND GRASSES	9/20/2024	100%			
329300	PLANTS	9/20/2024	100%			
	BY REFERENCE					
	ISPWC					
	ACHD SUPPLEMENTS TO THE ISPWC					
	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)					
	ACHD SUPPLEMENTAL PROVISIONS SECTION 1131 - ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, & ELECTRICAL					
	ACHD POLICY MANUAL - SECTION 8200 STORMWATER DESIGN MANUAL					
	APPENDIX F - BIORETENTION SOIL MEDIA SPECIFICATION					
	BOISE CITY STREETSCAPE STANDARDS & SPECIFICATION MANUAL					
	SPECIAL PROVISIONS					
	SPECIAL PROVISONS: BANNOCK STREETSCAPE - PREPARED BY HDR DRAFT	9/20/2024				
	STORMWATER MEMO - PREPARED BY HDR	9/20/2024				

\*When provided, stamp date was recorded, Addendum date when General Contractor received

#### Exhibit E - Drawings and Specifications Log

Bannock Street Streetscape Improvements, 12th to 16th Streets MCI# 124002

November 22, 2024

V1.6.10.23

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#### AGENDA BILL

Agenda Subject: CONSIDER Resolution 1904: Bannock Improvements, 12th St to 16th St. Intera Construction Services with the Ada Cou	agency Agreement for	<b>Date:</b> December 9, 2024
<b>Staff Contact:</b> Amy Fimbel, Sr. Project Manager	Attachments: 1. Resolution 1904 2. Interagency Agreeme	nt for Construction
Action Requested:		

Adopt Resolution 1904 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for construction services associated with the Agency's Bannock Street Streetscape Improvements Project

#### Background:

The Agency's Bannock Street Streetscape Improvements Project includes significant investment in public improvements to update streetscapes and improve mobility and safety along Bannock Street between 12th and 16th Streets. The Ada County Highway District (ACHD) is concurrently developing the <u>Bannock Street Neighborhood Concept</u> design—which has similar objectives— and plans for bicycle and pedestrian improvements from 29th Street to Avenue C. At the outset of these two projects, the Agency and ACHD began coordinating their planning efforts for the overlapping project areas.

The interagency cost-share agreement for construction includes pavement rehabilitation and the replacement of Boise City Canal structure #1489, which crosses under Bannock Street east of 14th Street. According to the terms of the agreement, CCDC's contractor, McAlvain Construction, Inc., will construct the improvements, and ACHD will reimburse the cost of the ACHD improvements based on the actual accepted bid prices.

#### **Fiscal Notes:**

Under the Interagency Agreement, ACHD is anticipated to reimburse CCDC approximately \$1,395,673 for construction services associated with ACHD public improvements.

#### Staff Recommendation:

Adopt Resolution 1904 approving and authorizing the execution of the Interagency Agreement with ACHD for construction services associated with the Agency's Bannock Street Streetscape Improvements Project.

#### **Suggested Motion:**

I move to adopt Resolution 1904 approving and authorizing the execution of the Interagency Agreement with the Ada County Highway District for construction services associated with the Agency's Bannock Street Streetscape Improvements Project.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR CERTAIN CONSTRUCTION SERVICES ASSOCIATED WITH THE BANNOCK STREET STREETSCAPE IMPROVEMENTS PROJECT, 12TH STREET TO 16TH STREET; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, in cooperation with the Ada County Highway District (ACHD), the Agency seeks to make streetscape improvements and mobility and safety enhancements to Bannock Street between 12th and 16th Streets, in downtown Boise; and,

WHEREAS, the ACHD District Engineer has recommended that the Bannock Street pavement be rehabilitated and that Boise City Canal structure #1489, which crosses under Bannock Street east of 14th Street, be replaced; and,

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

WHEREAS, efficiencies can be achieved by allowing the Agency to now construct the entirety of the ACHD improvements along with the Agency's own improvements to Bannock Street and thereafter be reimbursed by ACHD for its associated construction costs; and,

WHEREAS, Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's contractor, McAlvain Construction, Inc., will construct the aforementioned improvements and ACHD will reimburse for its share of the cost of the work based on actual accepted bid prices; and

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

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Interagency Agreement for the construction of the Boise City Canal crossing and roadway improvements on Bannock Street, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the December 9, 2024, Agency Board meeting.

<u>Section 4</u>: 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 December 9, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2024.

### URBAN RENEWAL AGENCY OF BOISE CITY

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

ATTEST:

BY: \_\_\_\_\_\_ Joey Chen, Secretary Pro Tem

#### INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND CAPITAL CITY DEVELOPMENT CORPORATION FOR Construction of Boise City Canal Crossing and Roadway Improvements at Bannock Street between 16th Street and 12th Street in Boise, Idaho

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho ("ACHD"), and the Urban Renewal Agency of Boise, Idaho, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, that is organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code ("CCDC").

#### RECITALS

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

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

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

WHEREAS, CCDC seeks to make certain public improvements within downtown Boise in the public right-of-way on **Bannock Street between 16th Street and 12th Street** including: streetscape and intersection updates to improve pedestrian and bicycle connectivity including reconstructing curbs, gutters, sidewalks, pedestrian ramps, adding bulb-outs, stormwater system improvements, addition of stormwater and tree cells, and adding traffic signals, **all within the approximate area as depicted in Exhibit A, attached hereto**, and also known by the Parties hereto as the CCDC Bannock Streetscape Improvements project ("CCDC PROJECT").

WHEREAS, the existing Boise City Canal (BCC) crossing of Bannock Street between 14th Street and 13th Street is in poor condition and needs to be replaced. Therefore, the ACHD Resident Engineer has directed that this BCC crossing be replaced with the CCDC PROJECT for efficiency and to eliminate the impacts to the CCDC PROJECT improvements. The ACHD Resident Engineer has also directed that the entire width of roads included in the CCDC PROJECT should be repaved due to the overall existing pavement condition and the amount of pavement patching required for the CCDC PROJECT.

WHEREAS, the BCC crossing of Bannock Street, repaving, and all other work not needed solely due to the CCDC PROJECT is henceforth called ACHD PROJECT. Additional repaving includes additional roadway reconstruction needed for the BCC crossing between 14th Street and 13th Street and 2-inch milling and paving where the CCDC project would not require pavement patch back so that a consistent top layer of pavement can be placed the entire width of the roadways.

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

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft2) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management. The ACHD PROJECT is maintenance work that does not add impervious area nor impact the subbase and therefore does not require additional stormwater facilities.

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

WHEREAS, CCDC has offered to construct the entirety of the ACHD PROJECT as **depicted on Exhibit A**, provided that ACHD reimburses CCDC the cost associated.

WHEREAS, an estimate of the costs associated with the construction of the ACHD PROJECT are attached hereto as Exhibit B. ACHD and CCDC agree that actual accepted bid prices will be used to calculate the reimbursement for which ACHD is responsible.

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

WHEREAS, the CCDC PROJECT includes Add Alternates. CCDC may choose to accept or to not accept an Add Alternate. If an Add Alternate is not accepted, the corresponding ACHD PROJECT work will not be done. As of the date of this agreement, Add Alternate 3 and Add Alternate 4 have not been bid and are not included in the construction estimate shown in Exhibit B. The approximate area of Add Alternate 3 and Add Alternate 4 are shown on Exhibit A. CCDC may choose to bid these Add Alternates at a later time which would follow Section 3.e. NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

#### **1. ACHD RESPONSIBILITIES:**

- a. Review and approve the separate construction estimate for the ACHD PROJECT once bidding is complete for the CCDC PROJECT. If ACHD does not approve said estimate, CCDC shall have no obligation to construct any portion of the ACHD PROJECT, and ACHD shall have no obligation to reimburse CCDC for the construction of any portion of the ACHD PROJECT.
- b. Provide for the inspection of the ACHD PROJECT, including all related road, sidewalk and storm drain components applicable to the CCDC PROJECT.
- c. Provide payment to CCDC after bid acceptance and any construction change order costs that relate to the ACHD PROJECT in accordance with Section 3, PAYMENT, below, for the construction of the ACHD PROJECT. ACHD will not be responsible for added costs not related to the ACHD PROJECT. The final payment(s) will reflect the low bid ACHD-approved amount and any change orders that affect the ACHD PROJECT approved by ACHD.

#### 2. CCDC RESPONSIBILITIES:

- a. Provide for bidding and award of the ACHD PROJECT as a component of the CCDC PROJECT.
- b. Provide for construction of the ACHD PROJECT in accordance with the PROJECT SPECIFICATIONS.
- c. Notify ACHD-identified staff two (2) weeks prior to beginning CCDC PROJECT work, which is estimated to begin in January 2025.
- d. Provide for the inspection of the CCDC PROJECT.

#### **3. PAYMENT:**

- a. CCDC shall provide the awarded construction contract, including bid item prices, to ACHD, which will be used to find the sum ACHD is to pay based on the material estimates in Exhibit B.
- b. CCDC shall invoice ACHD for construction costs related to the ACHD Project based on the actual construction costs as submitted by CCDC's contractor for ACHD PROJECT items. CCDC shall submit to ACHD an invoice for each invoice CCDC receives from CCDC's contractor.

- c. ACHD shall make payments to CCDC within thirty (30) days of receiving the invoice; provided, however, that if ACHD disputes or disapproves any amount or the awarded construction contract, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.
- d. CCDC shall provide to ACHD all information provided by CCDC's contractor, including sufficient proof of payment to all contractors, subcontractors, or material supplies that provided services or materials in the construction of the ACHD PROJECT up to the date of the invoice.
- e. CCDC shall provide all construction change order requests and information provided by CCDC's contractor. In the event of a construction change order, ACHD and CCDC shall review the change order and jointly decide the percentage of responsibility of each party. ACHD shall include such change order costs in the ACHD payments; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

#### 4. ADDITIONAL PROVISIONS:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval will be required for any change order affecting the ACHD PROJECT.
- d. Prior to commencement of work by the contractor(s), the parties will, together with the contractor(s), inspect the ACHD PROJECT site for the purpose of reviewing the site to locate and note any unstable areas and resolve any items of concern or misunderstanding.
- e. It is anticipated that the term of this Agreement shall expire by December 31, 2025 or whenever each party's obligations are complete, whichever is later. CCDC's warranty obligations pursuant to the ACHD Policy Manual shall survive the termination of this Agreement. Neither party may terminate this Agreement without the prior written consent of the other party.
- f. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or

omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.

- g. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- h. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- i. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- j. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- k. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- 1. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- m. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- n. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

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

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

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Ryan Head	Name: Alexis Pickering
Title: Director	Title: President, Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Mary Watson	Name: John Brunelle
Title: CCDC General Counsel	Title: Executive Director

STATE OF IDAHO ) ) ss. COUNTY OF ADA )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024 before me, a notary public in and for said state, personally appeared ALEXIS PICKERING and RYAN HEAD, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for and on behalf of said highway district.

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

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

STATE OF IDAHO ) ) ss. COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation.

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

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

#### Exhibit A

#### DEPICTION OF THE BANNOCK STREET, 16TH STREET TO 12TH STREET PROJECT AREA SHOWING THE APPROXIMATE CCDC PROJECT AREA AND THE APPROXIMATE ACHD PROJECT AREA



#### Exhibit B

CONSTRUCTION COST ESTIMATE



#### Exhibit A - GMP Breakdown

CCDC - Bannock Street Streetscape Improvements, 12th to 16th Streets

					BID CYC	E 01	
BID PACKAGE	SECTION NAME	QTY	UofM	Т	TOTAL	CCDC TOTAL	ACHD TOTAL
	GENERAL CONDITIONS - 24.91% ACHD			\$	393,244	\$ 295,287	\$ 97,957
	GC Staffing	1.00	LS	\$	342,019		
	General Requirements ALLOWANCE - TRAFFIC CONTROL	1.00	LS	\$ \$	51,225 79,200	\$ 38,465 \$ 39,600	\$ 12,760 \$ 39,600
	Traffic Control Allowance	1.00	LS	\$	79,200		
	ALLOWANCE - WEATHER PROTECTION			\$	132,503	\$ 55,480	\$ 77,024
	Weather Protection (Blankets)	5.00	WKS	\$	85,959	\$ 42,980	
	Weather Protection (Forced Heat) - Canal	5.00	WKS	\$	21,544	\$ -	\$ 21,544
	Weather Protection (Addatives & Misc.) ALLOWANCE - TESTING & INSPECTIONS	10.00	WKS	\$ \$	25,000 44,600	\$ 12,500 \$ 15,750	
	Testing & Inspections - General	1.00	LS	\$	31,500	\$ 15,750	\$ 15,750
	Testing & Inspections - Canal	1.00	LS	\$	13,100		\$ 13,100
	ALLOWANCE - SURVEY			\$	81,000		\$ 24,300
	Survey Allowance	1.00	LS	\$	81,000		
	ALLOWANCE - PERMITS & FEES ACHD Permit Fees	1	LS	\$ \$	53,375 23,375	\$ 53,375 \$ 23,375	\$-
	Idaho Power Fees	1.00	LS	\$	15,000	\$ 15,000	
	City of Boise Grading & Drainage Permit	1.00	LS	\$	15,000	\$ 15,000	
	ALLOWANCE - UTILITY RELOCATE			\$	38,080	\$ 19,040	
	Utility Relocate Allowance ALLOWANCE - SOFT SPOT REPAIR	1.00	LS	\$ \$	38,080 40,000		\$ 19,040 \$ 40,000
	Soft Spot Repair Allowance	1.00	LS	\$	40,000	ş -	\$ 40,000
	ALLOWANCE - VEOLIA			\$	100,000	\$ 100,000	\$ -
	Water Line Upgrade	1.00	LS	\$	100,000	\$ 100,000	
BID PACKAGE 1.1	CIVIL SITEWORK & UTILITIES			\$	1,801,500	\$ 1,221,772	\$ 579,728
1	SWPPP & EROSION SEDIMENT CONTROL SWPPP Install/Remove	3.00	Blocks	\$	14,700	\$ 7,350	\$ 7,350
	SWPPP Instat/kentove SWPPP Maintenance	8.00	MO	\$	14,700	\$ 9,050	\$ 9,050
2	DEMOLITION AND SALVAGE			Ĺ			
	Salvage	1.00	LS	\$	21,600	\$ 21,600	
	Removal & Disposal	1.00	LS	\$	275,800	\$ 275,800	
3	ROADWAY EXCAVATION & GRADING (CURB LINE TO CROWN) 13th - 14th (ACHD)	-		-			
	Roadway Excavation & Subgrade Preperation	967.00	CY	\$	41,000		\$ 41,000
	Roadway Subbase Preperation	17,430.00	SF	\$	56,000		\$ 56,000
	Roadway Base Preperation	17,430.00	SF	\$	58,200		\$ 58,200
	Base Project, Minus 13th-14th (CCDC)						
	Roadway Excavation & Subgrade Preparation	443.00 23,930.00	CY SF	\$ \$	17,700 77,200	\$ 17,700 \$ 77,200	
	Roadway Subbase Preperation Roadway Base Preperation	23,930.00	SF	\$	106,600	\$ 106,600	
4	SITE EXCAVATION & GRADING (BEHIND CURB TO PROJECT LIMITS)			Ť			
	Site Excavation & Subgrade Preperation	20,900.00	SF	\$	22,200	\$ 22,200	
	Site Base Preperation	20,900.00	SF	\$	76,700	\$ 76,700	
5	Adjust Utilities STORM DRAIN IMPROVEMENTS & SILVA CELL SYSTEMS	1.00	LS	\$	19,600	\$ 19,600	
<b>j</b>	Storm Drain Systems	350.00	LF	\$	181,200	\$ 181,200	
	Silva Cell System - Excavation, Including Seepage Windows	1.00	LS	\$	18,900	\$ 18,900	
	Silva Cell System - Supply	1.00	EA	\$	21,900	\$ 21,900	
	Silva Cell System - Install	1.00	EA	\$	58,400	\$ 58,400	
6	UNDERGROUND ELECTRICAL & COMMUNICATION (EXCAVATION & BACKFILL) Underground Electrical (Excavation, Bedding, and Backfill)	1.00	LS	\$	50,700	\$ 50,700	
7	ASPHALT PAVING & ROTOMILLING	1.00	1.5	- 4	30,700	φ 30,700	
	13th - 14th (ACHD)						
	Asphalt Paving - 6" / Full Depth	17,340.00	SF	\$	157,728		\$ 157,728
	Base Project, Minus 13th-14th (CCDC)	40 700 00	05		40.000	A 40.000	
	Rotomilling - 2" of Existing Pavement Asphalt Paving - 6" / Full Depth	13,700.00	SF SF	\$ \$	19,800 92,572	\$ 19,800 \$ 92,572	
	Asphale Paving - 2" Inlay (Rotomilled Sections)	13,700.00	SF	\$	47,800	\$ 92,572	
	Asphalt Repair	1,400.00	SF	\$	23,700	\$ 23,700	
8	STRIPING & SIGNAGE	_		_			
	13th - 14th (ACHD) Poodway & Bikelano Striping/Markings	1.00	10	*	10 100		\$ 19,100
	Roadway & Bikelane Striping/Markings Miscellaneous Signage	1.00	LS LS	\$ \$	19,100 8,200		\$ 19,100 \$ 8,200
	Base Project, Minus 13th-14th (CCDC)	1.50		Ĺ	0,200		. 3,200
	Roadway & Bikelane Striping/Markings	1.00	LS	\$	51,100	\$ 51,100	
	Miscellaneous Signage	1.00	LS	\$	21,900	\$ 21,900	
9	CANAL BRIDGE REPLACEMENT Canal Bridge - Structure Demolition	1.00	LS	\$	44,600		\$ 44,600
	Canal Bridge - Structure Demolition	1.00	LS	\$	44,600		\$ 43,600
	Canal Bridge - Base Preperation	1.00	LS	\$	16,600		\$ 16,600
	Canal Bridge - Backfill	1.00	LS	\$	30,000		\$ 30,000
	Dewatering & Bypass System - Setup	1.00	LS	\$	15,400		\$ 15,400
	Dewatering & Bypass System - Takedown Dewatering & Bypass System - Pumping	1.00	LS WK	\$ \$	7,000 65,900		\$ 7,000 \$ 65,900
BID PACKAGE 1.2	CONCRETE	12.00	WA.	ф \$	719,769	\$ 394,365	
1	SITE CONCRETE (BACK OF CURB TO PROJECT LIMITS) AND MISCELLANEOUS CONCRETE						
	Flatwork: Sidewalks, Furnishing Zones, Buffer Zone, Alley Approaches, Footings, etc.	21,505.00	SF	\$	231,599	\$ 231,599	
		3,342.00	LF	\$ \$	137,201 795	\$ 137,201 \$ 795	
	Miscellaneous Curbing: Curbs, Curb & Gutter & Valley Gutters, etc.	0.00			/95	795	
	Tree Grates and Frames - Install	3.00	EA				
2		3.00 10.00	EA	\$	22,441	\$ 22,441	
2	Tree Grates and Frames - Install Inlet Catch Basins Type 1 CANAL BRIDGE REPLACEMENT Culvert Structural Concrete	10.00	EA LS	\$	22,441 68,834		
2	Tree Grates and Frames - Install Intet Catch Basins Type I CANAL BRIDGE REPLACEMENT Culvert Structural Concrete Culvert Reinforcing Steel - Supply	10.00 1.00 1.00	EA LS LS	\$	22,441 68,834 131,928		\$ 131,928
2	Tree Grates and Frames - Install Intet Catch Basins Type I CANAL BRIDGE REPLACEMENT Culvert Structural Concrete Culvert Reinforcing Steel - Supply Culvert Reinforcing Steel - Install	10.00 1.00 1.00 1.00	EA LS LS LS	\$ \$ \$ \$	22,441 68,834 131,928 9,324		\$ 131,928 \$ 9,324
2	Tree Grates and Frames - Install Iniet Catch Basins Type I CANAL BRIDGE REPLACEMENT Culvert Structural Concrete Culvert Reinforcing Steel - Supply Culvert Reinforcing Steel - Install Culvert Precast Lids - Supply	10.00 1.00 1.00 1.00 1.00 17.00	EA LS LS LS EA	\$ \$ \$ \$ \$	22,441 68,834 131,928 9,324 75,966		\$ 131,928 \$ 9,324 \$ 75,966
2	Tree Grates and Frames - Install Intet Catch Basins Type I CANAL BRIDGE REPLACEMENT Culvert Structural Concrete Culvert Reinforcing Steel - Supply Culvert Reinforcing Steel - Install	10.00 1.00 1.00 1.00	EA LS LS LS	\$ \$ \$ \$	22,441 68,834 131,928 9,324		\$ 131,928 \$ 9,324

	Bike Racks - Install	4.00	EA		9 \$ 2,32	9	
BID PACKAGE 1.3	ELECTRICAL			\$ 843,74	0 \$ 843,74	0\$	
1	DECOMISSION, REMOVAL, AND SALVAGE						
	Decomissioning	1.00	LS	\$ 2,04	1 \$ 2,04	1	
	Removal and Salvage	1.00	LS	\$ 2,04	1 \$ 2,04	1	
2	SITE ELECTRICAL						
	Site Electrical	1.00	LS	\$ 133,57	3 \$ 133,57	3	
	PL1 Light Poles/Fixtures - Supply (6 Owner Furnished)	12.00	EA	\$ 42,55	5 \$ 42,55	5	
	PL2 Light Poles/Fixtures - Supply	4.00	EA	\$ 11,56	1 \$ 11,56	1	
	Site Electrical - Foundations / Bases	1.00	LS	\$ 33,29	7 \$ 33,29	7	
3	TRAFFIC SIGNAL SYSTEMS						
	15th / Bannock: Signal System - Supply	1.00	LS	\$ 134,00	4 \$ 134,00	4	
	15th / Bannock: Signal System - Install	1.00	LS	\$ 110,62		6	
	15th / Bannock: Foundations / Bases	8.00	EA	\$ 16,42			
	16th / Bannock: Signal System - Supply	1.00	LS	\$ 133,00	5 \$ 133,00	5	
	16th / Bannock: Signal System - Install	1.00	LS	\$ 104,85	1 \$ 104,85	1	
	16th / Bannock: Foundations / Bases	8.00	EA	\$ 16,52	9 \$ 16,52	9	_
	Site Interconnect	1.00	LS	\$ 103,23	4 \$ 103,23	4	
BID PACKAGE 1.4	LANDSCAPING			\$ 225,69	5 \$ 225,69	5\$	
1	TREES						
	Trees - Supply	35.00	EA	\$ 28,00	\$ 28,00	0	
	Trees - Install	35.00	EA	\$ 28,00	\$ 28,00	0	
2	PLANTING, SOD, SEEDING, AND LANDSCAPE REPAIR						
	Miscellaneous planting	1.00	LS	\$ 5,25	5,25	0	
	Sodding and Seeding	1.00	LS	\$ 29,00	) \$ 29,00	0	
	Landscape Repair	1.00	LS	\$ 5,50	\$ 5,50	0	
3	IRRIGATION SYSTEMS						
	Irrigation Systems - Trees	1.00	LS	\$ 44,84	5 \$ 44,84	5	
	Irrigation Systems - Other (Lawn Strips, Sod, Landscaping, Etc.)	1.00	LS	\$ 85,10	\$ 85,10	0	
	BASE PROJECT HARD COST			\$ 4,552,70	5 \$ 3,320,80	4 \$ 1,23	31,
	Alternate 1 - 15th to 16th, SOUTH STREETSCAPES ("Add Alt 1" IN PLANS)		LS	\$ 134,75	5 \$ 134,75	5 \$	
	Alternate 2 - 14th TO 13th, NORTH STREETSCAPES ("Add Alt 2" IN PLANS)		LS	\$ 172,77	) \$ 172,77	0 \$	_
	BASE + ALTERNATES - (24.91% ACHD, w/out GC Staffing)			\$ 4,860,23	) \$ 3,628,32	8 \$ 1,23	31
26 - 8.2.17	General Liability Insurance (1.05%)		1.05%	\$ 51,03	2 \$ 38,09		12
	Builders Risk Insurance (0.40%)		0.40%	\$ 19,44			4
	PROJECT HARD COST + INSURANCE		21.070	\$ 4,930,704	- ·/• -		_
23 - 7.3	Fee (8%)		8.00%	\$ 394,45		, ,	99
	P&P Bond (0.7281%)		0.73%	\$ 35,38			8
	Contingency (Calculated off Base Project Hard Cost)		3.00%	+			36
			5.00%	\$ 5,506,354			_

#### ALTERNATES

			BID CYCLE 01				
ALT 1	15th to 16th, SOUTH STREETSCAPES ("Add Alt 1" IN PLANS)			\$	134,755	\$ 134,755	\$-
1.1	CIVIL SITEWORK & UTILITIES						
	Demolition & Salvage	1.00	LS	\$	7,700	\$ 7,700	
	Site Preparation, Excavation, & Grading (Behind Curb to Add Alt 1 Limits)	1.00	LS	\$	11,900	\$ 11,900	
	Storm Drain Improvements & Silva Cell Systems	1.00	LS	\$	-	\$-	
	Underground Electrical and Communication (Excavation, Beding, & Backfill)	1.00	LS	\$	7,500	\$ 7,500	
1.2	CONCRETE						
	Site Concrete (Back of Curb to Add Alt 1 Limits) and Miscellaneous Concrete	1.00	LS	\$	21,768	\$ 21,768	
1.3	ELECTRICAL						
	Decomissioning, Removal, and Salvage	1.00	LS	\$	-	\$-	
	Site Electrical	1.00	LS	\$	28,011	\$ 28,011	
	PL1 Light Poles/Fixtures - Supply	3.00	EA	\$	10,667	\$ 10,667	
	PL2 Light Poles/Fixtures - Supply	1.00	EA	\$	2,896	\$ 2,896	
1.4	LANDSCAPING						
	Trees	1.00	LS	\$	16,000	\$ 16,000	
	Planting, Sod, Seeding, and Landscape Repair	1.00	LS	\$	11,913	\$ 11,913	
	Irrigation Systems	1.00	LS	\$	16,400	\$ 16,400	
ALT 2	14th TO 13th, NORTH STREETSCAPES ("Add Alt 2" IN PLANS)			\$	172,770	\$ 172,770	\$-
1.1	CIVIL SITEWORK & UTILITIES						
	Demolition & Salvage	1.00	LS	\$	5,200	\$ 5,200	
	Roadway Excavation & Grading (Curbline to Crown)	1.00	LS	\$	-	\$-	
	Site Preparation, Excavation, & Grading (Behind Curb to Add Alt 2 Limits)	1.00	LS	\$	7,100	\$ 7,100	
	Storm Drain Improvements & Silva Cell Systems	1.00	LS	\$	88,800	\$ 88,800	
	Underground Electrical & Communication (Excavation, Beding, & Backfill)	1.00	LS	\$	3,000	\$ 3,000	
1.2	CONCRETE						
	Site Concrete (Back of Curb to Add Alt 2 Limits) and Miscellaneous Concrete	1.00	LS	\$	9,724	\$ 9,724	
	Site Furnishings & Specialties	1.00	LS	\$	484	\$ 484	
1.3	ELECTRICAL						
	Decomissioning, Removal, and Salvage	1.00	LS	\$	-	\$-	
	Site Electrical	1.00	LS	\$	15,372	\$ 15,372	
	PL1 Light Poles/Fixtures - Supply	2.00	EA	\$	7,146	\$ 7,146	
1.4	LANDSCAPING						
	Trees	1.00	LS	\$	9,600	\$ 9,600	
	Planting, Sod, Seeding, and Landscape Repair	1.00	LS	\$	4,894	\$ 4,894	
	Irrigation Systems	1.00	LS	\$	21,450	\$ 21,450	



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#### AGENDA BILL

	k Street Streetscape Improvements, 1 with CSHQA, Inc. for Construction	Date: December 9, 2024
<b>Staff Contact:</b> Amy Fimbel, Sr. Project Manager	Attachments: A. Resolution 1905	
Any Finder, Or. Froject Manager	B. Task Order 24-001	
	and authorizing the execution of Ta ministration Services on the Banno	

#### Background:

Continuing its goal to enhance the pedestrian experience and expand mobility choices throughout downtown, CCDC will be updating the streetscapes and improving connectivity and safety along Bannock Street between 12th and 16th streets. The project goal is to create a pedestrian-friendly corridor that seamlessly connects the West Downtown neighborhood with the heart of downtown Boise. The project will provide consistent and cohesive streetscapes through upgraded sidewalks, added streetlighting, increased greenery, and improved intersection safety measures. The Ada County Highway District (ACHD) is concurrently developing the <u>Bannock Street Neighborhood</u> <u>Concept</u> design—which has similar objectives—and plans for bicycle and pedestrian improvements from 29th Street to Avenue C. At the outset of these two projects, the Agency and ACHD began coordinating their planning efforts for the overlapping project areas. During preliminary design, ACHD proposed an interagency cost-share agreement that includes pavement rehabilitation and the replacement of the Boise City Canal crossing under Bannock Street.

In March 2023, CCDC completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected CSHQA, Inc. as the Design Professional of Record for the project. In July 2023, Resolution 1825 approved Task Order 19-003 for preliminary and final design activities, additional stakeholder and public outreach, preparation of final bid documents and providing assistance during bidding. CSHQA completed final design work in November 2024 and construction is anticipated to start in January 2025. Construction administration services in Task Order 24-001 include attendance at pre-construction and weekly on-site construction meetings, site inspections, review of monthly pay applications, submittal and shop drawing review, review and response to RFIs, clarifications, change order requests, participation in punchlist inspections, compilation of record drawings, and assistance with project closeout.

#### Fiscal Notes:

Bannock Street Streetscape Improvements Project's approved FY2025 budget and forecasted FY2026 budget sufficiently fund the Task Order 24-001 not-to-exceed amount of \$134,524.

#### Staff Recommendation:

Adopt Resolution 1905 approving and authorizing the execution of Task Order 24-001 with CSHQA, Inc., for Construction Administration Services on the Bannock Street Streetscape Improvements Project.

#### Suggested Motion:

I move to adopt Resolution 1905 approving and authorizing the execution of Task Order 24-001 with CSHQA, Inc., for Construction Administration Services on the Bannock Street Streetscape Improvements Project.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 24-001 WITH CSHQA, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE BANNOCK STREET STREETSCAPE IMPROVEMENTS PROJECT, 12TH STREET TO 16TH STREET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 24-001 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORSEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, upon approval of Resolution 1825 by its Board of Commissioners on July 10, 2023, the Agency entered into Task Order 19-003 with CSHQA to act on the Agency's behalf as the Landscape Architect of Record for the Bannock Street Streetscape Improvements Project (the "Project") for a scope of work involving completing preliminary design work; completing final design work; completing additional stakeholder and public outreach; preparation of final bid documents; and providing assistance during bidding of the Project; and,

WHEREAS, CSHQA, Inc. has submitted a proposal to the Agency for construction administration services, including pre-construction and weekly construction meeting attendance, site inspections, review of monthly pay applications, submittal and shop drawing review, review and response to RFIs, clarifications, change order requests, punchlist inspections, record drawings, and assistance with project closeout for the Project; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Task Order 24-001 with CSHQA, Inc. 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:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That Task Order 24-001 with CSHQA, Inc. attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

<u>Section 3</u>: That the Agency Executive Director is hereby authorized to execute Task Order 24-001 with CSHQA, Inc. for an amount not to exceed ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$134,524), and further, is hereby authorized to execute all necessary documents required to implement Task Order 24-001, subject to representation by Agency legal counsel that all necessary conditions have been met.

<u>Section 4</u>: That the Agency Executive Director is authorized to expend funds for the design services detailed in Task Order 24-001 plus up to an additional \$10,000 for contingencies if determined necessary in his best judgment.

<u>Section 5</u>: 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 December 9, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 9, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_

Latonia Haney Keith, Chair

By:

ATTEST:

Joey Chen, Secretary Pro Tem



#### CSHQA 2024-29 ON CALL DESIGN PROFESSIONAL SERVICES AGREEMENT

### TASK ORDER 24-001

CONSULTANT: Please include Project Name and PO# 250015 on all project-related invoices.

- TO: John D. Maulin, Principal-in-Charge CSHQA, Inc. ("CONSULTANT") 200 Broad Street Boise, Idaho 83702 208-343-4635 john.maulin@cshqa.com
- FROM: John Brunelle, Executive Director Capital City Development Corporation ("CCDC") 121 N. 9th Street, Suite 501 Boise, Idaho 83702 208-384-4264 jbrunelle@ccdcboise.com

ORIGINAL AGREEMENT: 2024-29 On-Call Professional Services Agreement AGREEMENT DATE: August 7, 2024

TASK ORDER DATE: NOT TO EXCEED:

\$134,524

### 1. PROJECT NAME: Bannock Street Streetscape Improvements (12th to 16th Streets) Construction Administration Services

#### 2. **PROJECT DESCRIPTION:**

CCDC has the need for professional design services to lead and help administer the Bannock Street Streetscape Improvements Project. CCDC desires CONSULTANT to provide construction administration services to include; pre-construction and weekly construction meeting attendance, site inspections, review of monthly pay applications, submittal and shop drawing review, review and response to RFIs, clarifications, change order requests, punch list inspections, record drawings, and project closeout. 3. SERVICES TO BE PERFORMED ("Scope of Services" or "Scope") CONSULTANT shall perform the Scope of Services described in CONSULTANT'S Proposal dated November 20, 2024, attached hereto as Exhibit A.

#### 4. SUBCONSULTANT(S)

CONSULTANT intends to hire HDR, Inc. and Musgrove Engineering, P.A. as SUBCONSULTANTs to complete the Scope of Services.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTs to this Task Order. CONSULTANT shall require the SUBCONSULTANTs to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTs shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTs shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTs has the following insurance coverages:
  - (1) SUBCONSULTANTs shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
  - (2) SUBCONSULTANTs agrees to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SUBCONSULTANTs negligence during the performance of this Agreement.
  - (3) SUBCONSULTANTs agrees to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANT'S insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

#### 5. COST; INVOICES

- a.) <u>Amount and Method of Payment</u>. The total amount paid for this Task Order shall be an amount not to exceed **ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$134,524).** CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on the hours expended on the Scope at the agreed upon hourly rate(s). Reimbursable expenses are included in the not to exceed amount.
- b.) <u>Payment for Other Services</u>. Services not set forth in the Scope of Services are specifically excluded. CONSULTANT shall notify CCDC if, due to unforeseen circumstances, CONSULTANT anticipates that additional services related to the Scope of Services are needed. CCDC will determine in its sole judgment if an amendment to the services and the not to exceed fee is appropriate. Additional fees based on the Rate Schedule on file at CCDC. CCDC will not be responsible for additional expenses incurred by CONSULTANT unless approved in writing by CCDC.
- c.) <u>Invoices</u>. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC, and shall include the **PO# 250015** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.

#### 6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services outlined in Exhibit A by December 31, 2025.

#### 7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the deliverables described in the Scope of Services. CONSULTANT shall submit revised work products if requested by CCDC.

#### 8. CONTRACT TERMS

Terms of the 2024-29 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

#### END OF TASK ORDER

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

#### CAPITAL CITY DEVELOPMENT CORP.

#### CONSULTANT CSHQA, INC

BY:

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

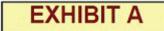
Date:

John Maulin, Principal-in-charge Jonathan J. Bigham, Chief Operations Officer Date: December 2, 2024

#### **EXHIBITS**

CONSULTANT'S Proposal dated November 20, 2024 A: (10 pages)

Budget Info / For Office Use				
Fund/District	303			
Account	6250			
Activity Code	23031			
PO #	250015			
TO Term	December 31, 2025			





November 14, 2024 Revised November 20, 2024

#### Via E-mail: afimbel@ccdcboise.com

Ms. Amy Fimbel, CCM Capital City Development Corp. 121 North 9<sup>th</sup> Street, Suite 501 Boise, ID 83702

Re: Bannock Street Streetscape Improvements Boise, Idaho Project No. 23056.000 / Task 04 Revised Proposal for Professional Services

Dear Amy:

We are pleased to submit this revised proposal for limited civil engineering, electrical engineering, and landscape architectural services for the above-referenced project. Our services are based on the attached consultant's (HDR, Inc.) Scope of Services, Consultant's (Musgrove Engineering, P.A.) Fee Proposal, dated November 4, 2024, and CSHQA's Fee Amendment No. 2.

#### SCOPE OF SERVICES

For this stage of the project, our services shall be provided in one (1) Task: Task 04 - Construction Administration.\* More specifically, our services shall include the following:

#### Task 04 – Construction Administration

• Provide civil engineering, electrical engineering, and landscape architectural construction administration services. For specifics, refer to attached documents.

We propose to provide Construction Administration services on an Hourly basis not-to-exceed One Hundred Thirty-four Thousand Five Hundred Twenty-four and no/100 Dollars (\$134,524.00), including Reimbursable Expenses.

**\*NOTE**: Upon completion of Task 04 services, the remaining design tasks will be part of future Task Order proposals to the client.

If the estimated amount above is insufficient to complete the scope of services, we will contact you for further direction.

Summary of attached fee/cost estimates:				
HDR	\$88,660.00			
Musgrove	\$14,000.00			
CSHQA, Inc.	\$31,864.00			
Total Hourly Not-to-Exceed Fee for Task 04	\$134,524.00			

Ms. Amy Fimbel Page 2 November 20, 2024

Upon your acceptance of this proposal letter, please provide an agreement for review-execution. Commencement of the services described above will be initiated upon receipt a fully executed agreement and are based on the terms and conditions as set forth in the Provisions of the **\*\***2024-2029 On-Call Professional Services Agreement between Architect and Client executed August 7, 2024.

We appreciate this opportunity and look forward to working with you on this project. If you have questions, please do not hesitate to call.

Sincerely,

CSHQA, INC.

Kyle Hemly, ASLA

KH:rt

Attachments: HDR - Scope of Services and fee Musgrove Engineering - Fee Proposal CSHQA - Amendment No. 2

### SCOPE OF SERVICES

### **PROJECT DESCRIPTION**

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to improve the streetscape of Bannock Street between 16<sup>th</sup> and 12<sup>th</sup> Streets in Boise, ID. The streetscape improvements will be made within CCDC's Westside Urban Renewal District. The project will be developed in coordination with ACHD's Bannock Bikeway improvement project and includes innovative stormwater solutions with the streetscape design.

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

Deliverables will be electronic PDF copies unless otherwise noted.

### **KEY UNDERSTANDINGS**

- HDR will perform Construction Administration, Project Management and Construction Correspondence as outlined under this SOS.
- Work will be under the direction and request of the CCDC Project Manager.
- HDR will conduct up to twenty (20) on-site observations of construction progress, CM/GC's performance, and design conformity.
- HDR will conduct review of provided shop drawings, material and products submittals specific to plans produced by HDR under the Bannock Street – 16<sup>th</sup> to 12<sup>th</sup> Streetscape Improvement design, and respond to Requests for Information (RFI), Requests for Clarification (RFC), Change Orders, and substitution requests.
- ACHD will be responsible for general project acceptance based on conformance with the plans and specifications.
- City of Boise will be responsible for project acceptance for the placement of Silva Cells.
- CCDC will issue final acceptance of the work based on ACHD's and the City of Boise's acceptance.
- HDR will participate in a final 'walk-through'.
- HDR will prepare Record Drawings.
- Construction time is 197 working days (9 months). Construction will commence on or before January 2025.

### 100 PROJECT MANAGEMENT & MEETING

### **INVOICING AND PROGRESS REPORTS**

Monthly invoices specific to this project will be developed for its duration. Progress reports will describe work completed by HDR during the previous month, deliverables submitted, and issues requiring attention by CCDC staff. Anticipate up to ten (10) invoice and progress reports.

### 200 CONSTRUCTION ADMINISTRATION

### **PRE-CONSTRUCTION CONFERENCE**

HDR will attend the pre-construction conference with CCDC and the CM/GC prior to the start of construction. The conference will be conducted at the CCDC offices or on the project site. It is



assumed the meeting will last up to three (3) hours, including travel. One (1) HDR staff member will attend. HDR will review meeting notes prepared by others.

### WEEKLY PROGRESS MEETINGS

HDR will attend weekly progress meetings as directed by CCDC for a maximum of fourty-six (46) meetings. It is assumed the progress meetings will be conducted at the project site and last up to one and a half (1.5) hours with one-half (1/2) hour for travel. One (1) HDR staff member will attend.

### SITE VISITS

HDR will visit the project site up to twenty (20) times throughout the duration of the construction. The purpose of the site visits is to address field issues and coordinate with the CM/GC. HDR will summarize their observation and discussions with the CM/GC in a diary form. It is assumed site visits will last up to four (4) hours for each visit, including travel, time spent on site, and preparing written summary. One (1) HDR staff member will attend the site visits.

### PAYMENT REQUEST REVIEW

The CM/GC will submit monthly pay requests and backup documentation for each bid item to be progressed to CCDC. CCDC will review monthly pay submittal requests from the CM/GC based on percent of work complete. HDR will review pay requests previously reviewed and approved by CCDC for general conformance and recommend payment based on this review. Task assumes ten (10) pay estimates at one-half (1/2) hour each to process.

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

HDR will review up to fifteen (15) submittals received from the CM/GC proposed to be incorporated into the work. Assume three (3) hours per each submittal.

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

HDR will review and respond to RFI's and RFC's submitted by the CM/GC. HDR will track the progress of RFI's and RFC's through an RFI/RFC Log. HDR will respond to up to twelve (12) RFI's and three (3) RFC's at four (4) hours per each.

### PREPARE CHANGE ORDERS

HDR will analyze requests for change orders and, if deemed necessary, prepare change orders for review and submittal to CCDC. HDR will analyze and provide recommendations in a change order package submitted to CCDC for approval. CCDC will provide official approval of Change Orders. Assume three (3) change orders at twelve (12) hours per each.

### **PROJECT CLOSE-OUT**

HDR will participate in a joint inspection with CCDC, City of Boise, and ACHD when the CM/GC notifies that the project is substantially complete. The inspection is anticipated to last up to four (4) hours including travel. Two (2) HDR staff members will attend. HDR will prepare a punch list of items of work to be completed and submit to CCDC. HDR will prepare a letter of substantial completion and CCDC will issue to the CM/GC.

Once the CM/GC provides notice that items of work from the punch list are complete, HDR and CCDC will inspect the project to verify items of work on the punch list are complete. This final

inspection is anticipated to last up to four (4) hours including travel. One (1) HDR staff member will attend.

### 300 RECORD DRAWINGS

### CM/GC PROVIDED RECORD DRAWINGS - REVIEW AND CLARIFICATION

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

### **CREATE RECORD DRAWINGS**

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

### HDR Engineering, Inc. Bannock Streetscape Improvements - Construction Admin

		TOTAL	Project Principal	Project Manager / EOR	2	Accountant
100	PROJECT MANAGEMENT & MEETINGS	52	2	15	0	35
100	Invoicing	52	2	15	-	35
200	CONSTRUCTION SERVICES	342	4	263.5	74.5	0
	Pre-construction Conferences	4		4		
	Weekly Progress Meetings	92		92		
	Site Visits	84	4	80		
	Payment Request Review	5		5		
	CM/GC Submittal Review	45		22.5	22.5	
	Requests for Information and Clarifications	60		30	30	
	Prepare Change Order Request	36		18	18	
	Project Close-out	16		12	4	
300	RECORD DRAWINGS	30	0	15	15	0
	CM/GC Provided As-Builts - Review and Clarification	15		15		
	Develop Record Drawings	15			15	
	Total:	424.0	6.0	293.5	89.5	35.0

# CONSULTANT NAME: HDR Engineering, Inc. PROJECT NAME: Bannock Streetscape Improvements - Construction Admin

# CONSTRUCTION MANAGEMENT A. SUMMARY ESTIMATED MAN-DAY COSTS

	Days	Hours			Total Labor
1 Project Principal	0.75 =	6	@	\$265.00 =	\$1,590.00
2 Project Manager / EOR	36.69 =	293.5	@	\$236.00 =	\$69,266.00
3 PE	11.19 =	90	@	\$152.00 =	\$13,604.00
4 Accountant	4.38 =	35.0	@	\$120.00 =	\$4,200.00
	53.00	424.00	T	OTAL LABOR COST =	\$88,660.00

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

Item	No.	per	@	Cost		Total
Mileage (46 trips)	276	miles	@	\$0.670	=	\$184.92
	HDR	R TOTAL ES	TIMATED	EXPENSE*	=	\$184.92
				HDR Total	=	\$88,844.92

5



645 West 25<sup>th</sup> Street Idaho Falls, Idaho 83402 (208) 523.2862

#### www.musgrovepa.com

OVER 45 YEARS OF ENGINEERING EXCELLENCE

November 4, 2024

CSHQA 200 W. Broad St. Boise, ID 83702

ATTENTION: Kyle Hemly

RE: Engineering Fee Proposal Project – CCDC Bannock Street Streetscapes, 12<sup>th</sup> to 16<sup>th</sup> – Construction Administration

Dear Kyle:

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

Electrical:

Construction Administration Services: Hourly, with a not-to-exceed amount of ...... \$ 14,000.00

### Reimbursable Expenses:

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

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

Construction Administration Services:

- Review of submittals and shop drawings.
- Reviewing RFI's and change orders.
- Interpretation and clarification of contract documents.
- General coordination during construction.
- Attendance of up to (36) construction OAC meetings
- Final site observation & reports.
- Incorporating contractor's as-builts into record drawngs.



234 S. Whisperwood Way Boise, Idaho 83709 (208) 384.0585 645 West 25<sup>th</sup> Street Idaho Falls, Idaho 83402 (208) 523.2862

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OVER 45 YEARS OF ENGINEERING EXCELLENCE

Services provided on an hourly basis shall be at the following hourly rates for 2024. Services provided beyond 2024 shall be at the rates in effect at the time of service.

Principal	\$190.00/hour
Associate	\$170.00/hour
Commissioning Agent	\$165.00/hour
Energy Modeling	\$165.00/hour
Senior Project Engineer	\$165.00/hour
Project Manager	\$150.00/hour
Project Engineer	\$110.00/hour
Senior Project Designer	\$110.00/hour
Project Designer	\$100.00/hour
CADD Operator	\$ 90.00/hour
Administrative Assistant	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1.5% per month, which will be added to the unpaid balance.

This proposal is available for consideration for 60 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all work in this scope within 12 months. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

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

Nick Schafer, PE NS/jm

Project: <u>CCDC Bannock Street Streetscapes</u>, 12<sup>th</sup> to 16<sup>th</sup> – Construction Administration

Client: <u>CSHQA</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_ , 2024.

By\_

(Please Print Name & Title)

(Signature)

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



November 14, 2024

PROJECT NAME: Bannock Street - 16th to 12th Streetscape Improvement Project

PROJECT No.: 23056.000

### AMENDMENT No. 2

Scope of Service	Hours	Rate	Labor
Pre-Construction Conferences	4	\$158.00	\$632.00
Weekly Progress Meetings	50	\$158.00	\$7,900.00
Site Visits	48	\$158.00	\$7,584.00
Payment Review Requests	6	\$158.00	\$948.00
CM/GC Submittal Review	12	\$158.00	\$1,896.00
Requests for Information and Clarification	24	\$158.00	\$3,792.00
Prepare Change Order Request	14	\$158.00	\$2,212.00
Project Close-out	10	\$158.00	\$1,580.00
CM/GC Provided As-Builts-Review	8	\$158.00	\$1,264.00
Develop Record Drawings	12	\$158.00	\$1,896.00
Accounting - Invoicing	20	\$108.00	\$2,160.00
TOTAL LABOR COST			\$31,864.00



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### AGENDA BILL

·	Street Streetscape and Bikeway n St. Amendment No. 2 to the CM/GC ion, Inc.	Date: December 9, 2024									
<b>Staff Contact:</b> Amy Fimbel Sr. Project Manager Kathy Wanner Contracts Manager	GC contract with										
	Action Requested: Adopt Resolution 1906 authorizing the execution of Amendment No. 2 to the CM/GC Contract with McAlvain Construction, Inc. for the 8th Street Streetscape and Bikeway Improvements										

### **Background**

The 2018 ACHD Roadways to Bikeways Plan Update and the 2016 ACHD North Boise Bicycle and Pedestrian Plan identify the 8th Street corridor as a key north-south bike route, connecting residential areas of the North End to a variety of destinations in downtown Boise, as well as the Boise River Greenbelt and Boise State University (BSU). Over several decades, the City of Boise, CCDC and ACHD have invested significant resources to achieve the multi-modal vision for this corridor. Most recently, in 2020, the Agency partnered with ACHD on a complete rebuild of 8th Street between Bannock Street and State Street, reallocating underutilized vehicle travel lanes to improve the streetscapes and add an all ages and abilities bike facility.

As part of this 8th Street Streetscape and Bikeway Improvements Project, the Agency will invest in extending the all ages and abilities bike facility north to Franklin Street and making streetscape improvements where needed. While this project is being delivered entirely by the Agency, it is being performed in collaboration with an ACHD project to extend the bike facilities three additional blocks from Franklin Street to Union Street. Together, the CCDC and ACHD projects will complete the vision for an all ages and abilities bike route between downtown Boise and the North End.

Improvements anticipated under Amendment 2 include:

- Reallocation of one northbound automobile travel lane and one parking lane to raised and separated northbound and southbound bike lanes
- Improved 8th Street streetscapes adjacent to 800 W. State, 815 W. Washington and 622 N. 8th Street
- An enhanced transit stop adjacent to 622 N. 8th Street
- Improvement of on-street ADA-accessible parking facilities adjacent to St. Michael's Cathedral

### Construction Manager/General Contractor (CM/GC)

The CM/GC construction delivery method is contractually a two-stage process. In the initial CM stage, McAlvain Construction, Inc. (McAlvain) provided construction management services for the project, including estimating, scheduling, constructability review, traffic control and detour planning, and project bidding.

McAlvain has issued the work for competitive bidding and is required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code § 54-4511. The Agency was present for the bid opening. The bid amounts, along with negotiated fee and general conditions for McAlvain, together form what is called the Guaranteed Maximum Price. This price represents the amount McAlvain, as the General Contractor, will be paid to complete all the project work.

With the Board's approval of Resolution 1906, McAlvain will begin awarding subcontracts and mobilizing for construction. Construction is anticipated to begin in January 2025 and will reach substantial completion in September 2025.

### Public Outreach and Next Steps

Prior to construction, the Agency and McAlvain will go door-to-door to property owners and businesses along 8th Street to provide information and answer any questions regarding the construction process. Mailers will be sent out to all addresses within a 500-foot radius of the project, and a pre-construction meeting will be held on December 16, where CCDC and McAlvain will share project information and explain what to expect during construction. The following are ways we are keeping the public informed:

- Project <u>website</u> with timely updates
- Project flyer
- Mailers
- Routine email communication to stakeholders with construction and detour updates
- Email and phone contacts for CCDC Project Manager and McAlvain for public inquiries

### Fiscal Notes

Amendment No. 2 approves a \$2,579,229 Guaranteed Maximum Price (GMP) for construction services to complete the 8th Street Streetscape and Bikeway Improvements Project. The Agency's FY2025 budget and forecasted FY2026 budget include sufficient funding for this Project.

### Staff Recommendation

Adopt Resolution 1906 authorizing the execution of Amendment No. 2 to the CM/GC Contract with McAlvain Construction, Inc. for the 8th Street Streetscape and Bikeway Improvements Project.

### Suggested Motion:

I move to adopt Resolution 1906 authorizing the execution of Amendment No. 2 to the CM/GC Contract with McAlvain Construction, Inc. for the 8th Street Streetscape and Bikeway Improvements Project.

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 MCALVAIN CONSTRUCTION, INC., TO ESTABLISH THE GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION OF THE 8TH STREET STREETSCAPE AND BIKEWAY IMPROVEMENTS PROJECT, STATE ST TO FRANKLIN ST; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to 8th Street between State Street and Franklin Street, including: construction of protected bike facilities, streetscape enhancements such as new sidewalks, the installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, bike racks, pedestrian ramps, storm drain modifications, roadway paving, signalized pedestrian crossings, and the undergrounding of overhead utilities; all in an effort to serve as a catalyst for economic development and encourage downtown reinvestment by private entities and,

WHEREAS, due to the complexities of the Project construction site and the unique improvements and enhancements that are planned, and due to the desired timelines associated

with Project construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, upon approval of Resolution No. 1831 by its Board of Commissioners on August 14, 2023, the Agency entered into a Construction Manager / General Contractor ("CM/GC") Agreement with McAlvain Construction, Inc., for the 8th Street Streetscape and Bikeway Improvements Project ("Project") using the CM/GC construction delivery method; and,

WHEREAS, on April 2, 2024, the Agency Executive Director executed Amendment No. 1 to the Standard Agreement and General Conditions Between Owner and Construction Manager with McAlvain Construction, Inc. in order to amend the excess liability insurance clause; and,

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must 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 materials and buy-out of subcontracts; and,

WHEREAS, the Agency and McAlvain Construction, Inc., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to establish a Guaranteed Maximum Price ("GMP") for the construction services associated with the Agency's 8th Street Streetscape and Bikeway Improvements Project using the CM/GC construction delivery method; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 2 and to authorize the Agency's Executive Director to execute same.

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That Amendment No. 2 to the Construction Manager / General Contractor construction agreement between the Agency and McAlvain Construction, Inc. attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

<u>Section 3</u>: That the Agency Executive Director is hereby authorized to execute Amendment No. 2 to the Construction Manager / General Contractor construction agreement with McAlvain Construction, Inc., approving the Guaranteed Maximum Price of is TWO MILLION FIVE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$2,579,229), consistent with the Board's stated instructions at the December 9, 2024, Agency Board Meeting.

<u>Section 4</u>: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 5% of that amount for contingencies if determined necessary in his best judgment.

<u>Section 5</u>: 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 December 9, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 9, 2024.

### URBAN RENEWAL AGENCY OF BOISE CITY

Ву: \_\_\_\_\_

Latonia Haney Keith, Chair

ATTEST:

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

Joey Chen, Secretary Pro Tem

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

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

Pursuant to Section 3.4 of the Agreement dated September 21, 2023, between the Owner, Capital City Development Corporation, and the Construction Manager, McAlvain Construction, Inc. for the 8th Street Streetscape and Bikeway Improvements, State to Franklin Streets Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

### **ARTICLE 1 GUARANTEED MAXIMUM PRICE**

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, including Amendment No. 1 dated April 2, 2024, is TWO MILLION FIVE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$2,579,229).

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

Breakdown (2 pages)
nptions and Clarifications, Allowances, Self-Perform
and Subcontracts (4 pages)
t Schedule (3 pages)
ng Plan (1 page)
ng and Specification Log (2 pages)

### ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is September 12, 2025.

### ARTICLE 3 DATE OF FINAL COMPLETION

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

### STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER DATED SEPTEMBER 13, 2023

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

### **SECTION 4.6 OWNER'S REPRESENTATIVE**

Section 4.6 is hereby amended to read as follows:

The Owner's Representative is Amy Fimbel.

### **SECTION 8.2 COST ITEMS**

Section 8.2 is hereby amended as follows:

Section 8.2.17 of the Agreement is hereby amended as follows:

8.2.17 Costs or premiums and deductibles for all insurance and surety bonds which the Construction Manager is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the GMP. Project general liability insurance shall be billed at one point zero five percent (1.05%) of the Cost of Work.

8.2.2 Add Assistant Project Manager and update salaries of the Construction Manager's employees.

Project Director - \$157/hour Project Manager - \$132/hour Assistant Project Manager - \$98/hour Superintendent - \$131/hour Senior Project Engineer - \$91/hour

### **ARTICLE 4**

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.

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

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

### **OWNER: Capital City Development Corporation**

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

Date:

Approved as to Form:

Mary Watson, General Counsel

**CONSTRUCTION MANAGER: McAlvain Construction, Inc.** 

• BY: Tyler Resnick, Vice President

Date: 12/2/2024

### END OF DOCUMENT

Budget Info / F	For Office Use
Fund/District	303
Account	6250
Activity Code	21009
PO #	230098
GMP 1 Completion	October 3, 2025
Contract Term	November 2025





# 8th Street Streetscape and Bikeway Improvements

**GMP** Amendment No.1

November 26, 2024





8<sup>th</sup> Street Streetscape and Bikeway Improvements

**GMP** Amendment 01

## Exhibit A – GMP Breakdown



#### Exhibit A - GMP Breakdown CCDC - 8th Street Streetscape and Bikeway Improvements

A BIG-D COMPANY		BID CYCLE 01							
BID PACKAGE	SECTION NAME	QTY	UofM		TOTAL				
	GENERAL CONDITIONS			\$	267,7				
	GC Staffing	1	LS	\$	231,1				
	General Requirements	1	LS	\$	36,5				
	ALLOWANCE - TRAFFIC CONTROL			\$	30,0				
	Traffic Control Allowance	1	LS	\$	30,0				
	ALLOWANCE - WEATHER PROTECTION	-	20	\$	7,5				
	Weather Protection	1	LS	\$	7,5				
		Ŧ	LS						
	ALLOWANCE - TESTING & INSPECTIONS		1.0	\$	28,0				
	Testing & Inspections - General	1	LS	\$	28,0				
	ALLOWANCE - SURVEY			\$	40,5				
	Survey Allowance	1	LS	\$	40,5				
	ALLOWANCE - PERMITS & FEES			\$	18,0				
	ACHD Permit Fees	1	LS	\$	18,0				
	ALLOWANCE - UTILITY INVESTIGATION & RELOCATE			\$	16,8				
	Utility Investigation & Relocate Allowance	1	LS	\$	16,8				
	ALLOWANCE - SOFT SPOT REPAIR			\$	30,0				
	Soft Spot Repair Allowance	1	LS	\$	30,0				
BID PACKAGE 1.1	CIVIL SITEWORK & UTILITIES		-	\$	922,4				
	SWPPP & EROSION SEDIMENT CONTROL			Ť	, <u> </u>				
1	SWPPP & EROSION SEDIMENT CONTROL SWPPP Install/Remove	2	Blocks	\$	15,000				
	SWPPP Maintenance	8	MO	\$	20,000				
2		8	PIU	φ	20,000				
2			10	¢	40				
	Salvage	1	LS	\$	10,				
	Removal & Disposal	1	LS	\$	163,0				
3									
	Excavation (Rough Grading)	1,361	CY	\$	64,198				
	Roadway Subbase Prep (Asphalt)	23,248	SF	\$	68,203				
	Roadway Base Prep	18,726	SF	\$	32,466				
4	SITE EXCAVATION & GRADING (BEHIND CURB TO PROJECT LIMITS)								
	Excavation (Rough Grading)	607	SF	\$	26,629				
	Flatwork Base Prep	20,000	SF	\$	108,613				
	Adjust Utilities	-	LS	\$					
5	STORM DRAIN IMPROVEMENTS & SILVA CELL SYSTEMS								
	Storm Drain Systems	200	LF	\$	32,187				
	Silva Cell Excavation, Including Seepage Windows	1	LS	Ś	50,628				
	Silva Cell System Supply	222	EA	\$	111,807				
	Silva Cell System Install	222	EA	\$	48,519				
6			EA		40,011				
Ū	Underground Electrical (Excavation, Bedding, and Backfill)	1	LS	\$	12 200				
-		1	13	Ş	13,380				
1	ASPHALT PAVING & ROTOMILLING	10 700			70.000				
	Asphalt Paving	18,726	SF	\$	72,903				
-	Asphalt Repair	246	SF	\$	2,500				
8									
	Roadway & Bikelane Striping/Markings	1	LS	\$	26,699				
	Miscellaneous Signage	1	LS	\$	8,988				
9	GEOTHERMAL EXPANSION								
	Geothermal Expansion	1	LS	\$	46,115				
BID PACKAGE 1.2	CONCRETE			\$	581,				
1	SITE CONCRETE (BACK OF CURB TO PROJECT LIMITS) AND MISCELLANEOUS CONCRETE								
	Flatwork: Sidewalks, Furnishing Zones, Buffer Zone, Alley Approaches, Footings, etc.	16,475	SF	\$	255,345				
	Bike Lanes (Colored - Black)	6,191	SF	\$	113,199				
	Miscellaneous Curbing: Curbs, Curb & Gutter & Valley Gutters, etc.	23,632	LF	\$	135,963				
	Tree Grates & Frames - Supply	5	EA	\$	25,090				
	Tree Grates & Frames - Install	12	EA	\$	1,866				
	Inlet Catch Basins Type I	5	EA	\$	13,157				
	CONCRETE PAVING		L7	Ψ	10,10				
2		400	<u>ег</u>	¢	0E 440				
	Concrete Paving	428	SF	\$	25,412				
	SITE FURNISHINGS AND SPECIALTIES								
3									
3	Pedestrian Bike Railing Bike Racks - Install	6	LS EA	\$ \$	10,361 1,526				



Exhibit A - GMP Breakdown CCDC - 8th Street Streetscape and Bikeway Improvements

A <b>BIG-D</b> COMPANY			BID CY	CLE 01	LE 01					
BID PACKAGE	SECTION NAME	QTY	UofM		TOTAL					
1	DECOMISSION, REMOVAL, AND SALVAGE									
	Decomissioning	1	LS	\$	1,296.00					
	Removal and Salvage	1	LS	\$	393.00					
2	SITE ELECTRICAL									
	Site Electrical	1	LS	\$	32,472.00					
	PL2 Light Poles/Fixtures - Supply	2	EA	\$	7,147.00					
	Site Electrical - Foundations / Bases	1	LS	\$	4,346.00					
3	RRFB SYSTEMS									
	RRFB Systems - Supply	1	LS	\$	85,252.00					
	RRFB Systems - Install	1	LS	\$	94,116.00					
	RRFB - Foundations / Bases	1	LS	\$	28,155.00					
BID PACKAGE 1.4	LANDSCAPING			\$	50,650					
1	TREES									
	Trees - Supply	12	EA	\$	5,700.00					
	Trees - Install	12	EA	\$	8,220.00					
2	PLANTING, SOD, SEEDING, AND LANDSCAPE REPAIR									
	Miscellaneous planting	1	LS	\$	1,250.00					
	Sodding and Seeding	1	LS	\$	5,600.00					
	Landscape Repair	1	LS	\$	1,980.00					
3	IRRIGATION SYSTEMS									
	Irrigation Systems - Trees	1	LS	\$	18,900.00					
	Irrigation Systems - Other (Lawn Strips, Sod, Landscaping, Etc.)	1	LS	\$	9,000.00					
	BASE PROJECT HARD COST			\$	2,246,751					
Pg. 26 - 8.2.17	General Liability Insurance (1.05%)		1.05%	\$	23,591					
	Builders Risk Insurance (0.40%)		0.40%	\$	8,987					
	PROJECT HARD COST + INSURANCE			\$	2,279,329					
Pg. 23 - 7.3	Fee (8%)		8.00%	\$	182,346					
	P&P Bond (0.7281%)		0.73%	\$	16,596					
	Contingency (Calculated off Base Project Hard Cost)		3.00%	\$	68,380					
	TOTAL CONSTRUCTION COST			\$	2,579,229					



8<sup>th</sup> Street Streetscape and Bikeway Improvements

**GMP** Amendment 01

Exhibit B – Assumptions and Clarifications



8th Street Streetscape and Bikeway Improvements | Boise, ID

**Exhibit B - Assumptions and Clarifications** 

Guaranteed Maximum Price (GMP)

November 26, 2024

Overview:

In general, this GMP consists of streetscape improvements, bike infrastructure improvements, coordination with utility providers, stormwater modifications and pavement reconstruction in the public right-of-way including unique features such as elevated and protected bike facilities, street furnishings, street lighting systems, suspended pavement systems (green storm water infrastructure), new geothermal system expansion, and new Rectangular Rapid Flashing Beacon system.

The 8<sup>th</sup> Street Bikeway & Streetscapes documents specifically utilized in the preparation of this GMP include:

- 1. 8th Street Bikeway & Streetscapes Plans, Accepted for Public Street Construction by ACHD on 10/28/2024.
- 2. 8th St Geothermal Extension Between State and Franklin Plans, dated January 2024.
- 3. Project Manual General Conditions and Specifications.
- 4. Addendum 1
  - a. Addendum 1\_23898.006\_8TH STREET BIKEWAY & STREETSCAPES PLAN SHEETS\_11-8-24
  - b. 8th Street Bikeway and Streetscapes Project Manual\_Addendum 1
- 5. Exhibit A GMP Design Development Budget Estimate
- 6. Exhibit B GMP Assumptions & Clarifications
- 7. Exhibit C GMP Project Schedule
- 8. Exhibit D Phasing Plan
- 9. Exhibit E Drawing & Specification Log

In general, the duration of construction-related activities as related to this scope of work is estimated to take approximately (7) seven months, excluding any conflicts with utility work. The construction work is expected to Start in February 2025.

### Allowances

This GMP includes the following allowances further defined in these Assumptions & Clarifications and the GMP:

- 1. Traffic Control Allowance \$30,000
  - a. This allowance is to cover all traffic control measures associated with the project.
- 2. Weather Protection Allowance \$7,500
  - a. Weather Protection may be required during late-winter, early-spring construction.
- Testing & Inspections Allowance \$28,000

   This GMP includes an allowance for testing and inspections.
- 4. Survey Allowance \$40,500
  - a. This GMP includes an allowance for surveying.
- 5. Permits & Fees Allowance \$18,020 a. ACHD Permit Fees – \$18,020
- 6. Utility Investigation & Relocate Allowance \$16,800
  - a. This GMP includes a utility relocation allowance for unknown utility adjustments that cannot be reasonably quantified at this time.

### **MCALVAIN COMPANIES**

- 7. Soft Spot Repair Allowance \$30,000
  - a. This GMP includes an allowance for soft spot repair and replacement.

### Statement of work to be self-performed

1. McAlvain intends to award the scopes of work: a. BP-1.02 – Concrete

### Statement of work to be subcontracted

- 1. McAlvain intends to award the scopes of work:
  - a. BP-1.01 Civil Sitework and Utilities: Capital Paving Inc.
  - a. BP-1.03 Electrical: Quality Electric Inc.
  - b. BP-1.04 Landscaping: Sunshine Landscaping, Inc.

### **General Assumptions & Clarifications**

### I.General Conditions & Scheduling

- A. This GMP includes General Conditions based on standard work hours. It **does not** cover costs for accelerated schedules or overtime.
- B. The baseline schedule assumes a five-day workweek, with no premium time included in this estimate.
- C. All work under this GMP will be performed without interruption. No allowances are made for shutdowns, sequencing delays, or work stoppages.

### **II.Labor and Wage Requirements**

A. This GMP excludes any regional prevailing wage rates or Davis-Bacon Act wage requirements.

### **III. Hazardous Material and Environmental Compliance**

- A. This GMP **does not** include costs for hazardous materials analysis, abatement, or removal.
- B. This GMP includes the development of a Construction General Permit and submission of a Notice of Intent (NOI) as the disturbed area exceeds one acre.
- C. The GMP includes BMPs per the approved SWPPP plan, but it **does not** include provisions for wheel washes or spray systems.

### **IV.Utility and Service Fees**

- A. This GMP **does not** include Idaho Power fees for new power service.
- B. No fees for utility connections, services, or usage from public utilities (e.g., Intermountain Gas, telecom, fiber) related to system upgrades or usage are included.
- C. This GMP **does not** include ITD Encroachment Permit fees.
- D. This GMP **does not** include impact fees, offset costs, or any tree removal credits.
- E. This GMP **does not** include Grading and Drainage permit fees.

### V.Site and Facilities Assumptions

- A. This GMP **does not** include costs for job trailers or related utilities, assuming CCDC will provide offsite temporary office space for project personnel.
- B. This GMP **does not** include costs for a laydown yard. It is assumed that CCDC will provide a laydown area for the project duration.
- C. This GMP **does not** include costs for parking space rentals are included.

### VI. Document Control and Warranty

- A. This GMP assumes Procore will be used for electronic document distribution throughout the construction period.
- B. A 2-year warranty is included for all project components. Special warranties are not included, and warranty periods will begin upon substantial completion of each phase.

### VII. Insurance and Bonding

### **MCALVAIN COMPANIES**

- A. Builders Risk Insurance is included as required by the Master Agreement.
- B. This GMP includes standard Commercial General Liability insurance, naming Capital City Development Corp as an additional insured, along with professional liability, automobile liability, excess liability, workers' compensation, and cybersecurity insurance as required by the Master Agreement.
- C. This GMP **does not** include Pollution Insurance.
- D. This GMP includes a Performance and Payment Bond.

### VIII. Contingency and Risk Management

- A. A 3% Risk Contingency is included. It is assumed that Capital City Development Corp will carry an additional contingency to safeguard overall project interests.
- B. This GMP **does not** include provisions or fee adjustments for shared savings.

### **Scope of Work Qualifications**

### I.Division 02 – Existing Conditions

- A. This GMP **does not** include the separation of waste materials or the transmittal of recycling credits to a third party.
- B. This GMP **does not** cover the handling, disposal, or removal of trash and refuse that is not specifically generated by construction activities.
- C. This GMP **does not** include snow removal or de-icing services.
- D. This GMP **does not** include removal of subsurface debris, garbage, or other inorganic materials
- E. This GMP does not include any costs for the removal of rock or boulders encountered during excavation or grading activities.
- F. This GMP **does not** account for modifications, repairs, or restoration of existing subsurface features such as basements, coal chutes, garages, topping slabs, or similar elements.
- G. This GMP **does not** account for hazardous materials. No provisions are made for hazardous materials abatement, removal, or disposal.
- H. This GMP **does not** include allowances for unforeseen conditions not identified in the pre-construction survey, such as undocumented utilities or unknown site conditions that may affect the work.
- I. This GMP **does not** include allowances for costs or fees related to utility service disruptions.

### II. Division 03 – Concrete

- A. This GMP **does not** include concrete sealers, stains, stamping or special finishes beyond hard troweling and/or broom finishing for all concrete.
- B. This **GMP does** not including supply of parking meter poles and heads (install only). It is assumed that all parking meter poles and heads will be supplied by City of Boise.
- C. This GMP **does not** include the supply of tree grates and frames. The GMP includes installing all tree grates and frames (owner furnished).

### III. Division 26 – Electrical

- A. This GMP **does not** include any permanent power, handhole, or permanent power relocations.
- B. The signal pricing within this GMP estimate is based on estimated signal pricing provided in the Special Provisions. Taxes are included within the pricing for the RRFB system supply.

### IV. Division 31 – Earthwork

A. This GMP assumes that all soil below the existing roadway surface is structurally stable and suitable. This GMP **does not** include provisions for compromised unsuitable soils, soft spot replacement and

### McALVAIN COMPANIES

repairs in the roadway or sidewalk areas therefore, if encountered soft spot repairs will be paid out of the Soft Spot Repair Allowance.

B. This GMP assumes we will reuse fill and backfill excavation materials and will not require moisture conditioning, screening, or special treatment. No special handling or screening modifications have been assumed for this GMP.

### V.Division 32 – Exterior Improvements

A. This GMP includes providing all new trees and sod.

### VI. Division 33 – Utilities

- A. This GMP assumes the existing storm drain tie-ins and sediment boxes are in good enough condition to be reused.
- B. This GMP assumes that there are no new Idaho Power lines to be installed and coordinated.
- C. This GMP **does not** include vault removal or modifications during construction.
- D. This GMP **does not** include removing existing precast subsurface power vaults at alley ways.
- E. This GMP **does not** include material for the geothermal scope of work. It is assumed that the City of Boise will provide all geothermal materials for this project and that they have accounted for a waste factor on material.
- F. This GMP **does not** include any costs for constructing or replacing Veolia/Water Infrastructure.

### **General Exclusions**

- A. Hazardous material removal and abatement of contaminants.
- B. Utility permit, plan design, review, or connection fees.
- C. Utility service relocation and connection fees.
- D. Removal or construction of Veolia/Water Infrastructure.
- E. Supply of Geothermal materials.



8<sup>th</sup> Street Streetscape and Bikeway Improvements

**GMP** Amendment 01

# Exhibit C – Project Schedule

### 123007 - 8th Street Streetscape and Bikeway Improvement Project Exhibit C - GMP Project Schedule

ID	Activity	Start	Duration	End	Progress	Predecesso	Successors	23 Dec	Jan	Feb	Mar	Apr	May	20 Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
0	-	12/13/23	458 days	09/26/25	38.08%															Today: 21	Nov			
1	– Milestones	12/09/24	206 days	09/26/25	0.00%																			
2	NTP	12/09/24	0 days	12/09/24	0.00%	20fs+0d													<b>→</b>		NTP			
3	Start Construction	04/08/25	0 days	04/08/25	0.00%	34fs+0d																		
4	Substantial Completion	09/12/25	0 days	09/12/25	0.00%	84fs+0d																		
5	Final Completion	09/26/25	0 days	09/26/25	0.00%	86fs+0d																		
6	- Preconstruction	12/13/23	267 days	01/02/25	53.84%															<	Precor	nstructio	'n	
7	– 99% Design	12/13/23	54 days	02/29/24	100.00%					-	99%	Desigr	1											
8	99% DD	12/13/23	0 days	12/13/23	100.00%				99% DE	)														
9	99% DR	12/13/23	34 days	01/31/24	100.00%					99%	DR													
10	100% CD	02/29/24	0 days	02/29/24	100.00%						10	00% CD												
11	– Permitting & Approvals	03/05/24	210 days	01/02/25	31.11%											•				•	Permit	ting & A	Approval	S
12	ACHD Permit Documents Review & Approval	03/05/24	10 days	03/18/24	100.00%							ACHD F	Permit D	ocumen	ts Revie	ew & Ap	proval							
13	Grading & Drainage Permit	03/20/24	20 days	04/16/24	20.00%								Grading	& Drair	nage Pe	rmit								
14	ACHD Temporary HWY Use Permit	12/10/24	15 days	01/02/25	0.00%	19fs+0d															ACHD	Tempor	ary HW	ΥU
15	– Bidding & GMP Development	10/30/24	37 days	12/23/24	39.47%													1			Bidding &	& GMP E	)evelopr	ne
16	Bid Cycle	10/30/24	15 days	11/19/24	100.00%		17fs+0d											ļ		Bid Cyc	le			
17	GMP Development	11/20/24	7 days	12/02/24	0.00%	16fs+0d	18fs-1d												4	GMI	P Developi	ment		
18	GMP Review & Approval	12/02/24	5 days	12/06/24	0.00%	17fs-1d	19fs+0d													GN GN	IP Review	& Appro	val	
19	CCDC Board Approval	12/09/24	1 day	12/09/24	0.00%	18fs+0d	20fs+0d;14													↓ – c	CDC Board	d Approv	/al	
20	NTP	12/09/24	0 days	12/09/24	0.00%	19fs+0d	2fs+0d;21fs												<b>→</b>		NTP			
21	Contracting	12/10/24	10 days	12/23/24	0.00%	20fs+0d	26fs+0d;25													<b>-</b>	Contract	ing		
22	– Submittals	12/24/24	10 days	01/09/25	0.00%																Subr	mittals		
23	Civil	12/24/24	10 days	01/09/25	0.00%	21fs+0d														->	Civil			
24	Electrical	12/24/24	10 days	01/09/25	0.00%	21fs+0d															Elec	trical		
25	Concrete	12/24/24	10 days	01/09/25	0.00%	21fs+0d														→	Con	crete		
26	Landscape	12/24/24	10 days	01/09/25	0.00%	21fs+0d														L	Land	dscape		
27	– Utility Upgrades (External)	02/27/24	250 days	02/20/25	80.24%																	J	Jtility Up	gra
28	Veolia Water Main Replacement (External - Mountain C	01/07/25	26 days	02/11/25	0.00%		34fs+10d															Veo	olia Wate	er №
29	Sewer Improvements (External - City of Boise)	02/12/25	7 days	02/20/25	0.00%																	s	Sewer Im	pro
30	IPC Undergrounding (External - IPC & LV Providers)	02/27/24	170 days	10/24/24	95.00%		31ss+110d												IPC JI	ndergrou	unding (Ex	ternal -	IPC & L	/ P
31	IPC Vault Modification (External - IPC)	08/01/24	7 days	08/09/24	100.00%	30ss+110d										IP	C Vault M	1odifica	ation (E	xternal -	IPC)			
32	- Construction	02/26/25	153 days	09/26/25	0.00%																			
	– Geothermal	02/26/25	30 days	04/08/25	0.00%																			ļ



Apr	May	20		Aug	Fon	Oct	Nov	Doc	lan	Fob	Mar	Apr
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	man	Apr
						Milest	ones					
	Start Co	onstruct	ion									
				Ľ,		Substa	ntial Co	mpletio	n			
						Fin	al Comp	letion				
ls												
Y Use	Permit											
ment												
												· ·
grade	es (Exte	rnal)										
ar Mai	n Repla	cement	(Externa	al - Mour	ntain Co	mpanio	5)					
						mpanie	3)					
nprov	ements	(Externa	al - City	of Boise	)							
V Prov	/iders)											
						Const	ruction					
Ge	otherm	al										

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Page: 1/3

McALVAIN

# 123007 - 8th Street Streetscape and Bikeway Improvement Project Exhibit C - GMP Project Schedule

Activity	Start	Duration	n End	Progress	Predecesso	Successors	Dec	Jan Feb	Mar	Apr May	2024 Jun Ju	Aug	Sep O	Oct Nov De	ec Jan Feb Ma	ar Apr May	2025 Jun Jul A	ug Sep Oct	Nov Dec Jan	
Geothermal Expansion	02/26/2	5 30 days	04/08/25	0.00%	28fs+10d	36ss+7d;3fs									→	Geotherm	al Expansion			
– State-Washington (West Streetse	apes) 03/07/2	25 35 days	04/24/25	0.00%												State	Washington (West S	Streetscapes)		
Demolition & Salvage	03/07/2	5 3 days	03/11/25	0.00%	34ss+7d	37fs+0d										Demolition & Sal	vage			
Silva Cells & Underground Utilities	03/12/2	5 10 days	03/25/25	0.00%	36fs+0d	38fs+0d									Ļ	Silva Cells &	Underground Utilitie	es		
Grade/Prep	03/26/2	5 4 days	03/31/25	0.00%	37fs+0d	39fs+0d										Grade/Prep				
Curb & Gutter	04/01/2	5 4 days	04/04/25	0.00%	38fs+0d	40fs+0d										Curb & Gu	ter			
Hardscapes	04/07/2	5 10 days	04/18/25	0.00%	39fs+0d	41fs+0d;43										Hardsc	apes			
Electrical (Lighting)	04/21/2	5 4 days	04/24/25	0.00%	40fs+0d											→ Electr	ical (Lighting)			
– 8th/Washington (Intersection Str	eetscapes) 04/21/2	25 31 days	06/02/25	0.00%													8th/Washingtor	(Intersection Street	scapes)	
Demolition & Salvage	04/21/2	5 3 days	04/23/25	0.00%	40fs+0d	44fs+0d										-	ition & Salvage			
- Underground Utilities	04/24/2	25 10 days	05/07/25	0.00%	43fs+0d	48fs+0d										Un	derground Utilities			
Adjust Inlets	04/24/2	5 3 days	04/28/25	0.00%												Adju	st Inlets			
RRFB	04/24/2	5 6 days	05/01/25	0.00%		47fs+0d										RRF	B			
Lighting	05/02/25	5 4 days	05/07/25	0.00%	46fs+0d											Lig Lig	hting			
Grade/Prep	05/08/2!	5 3 days	05/12/25	0.00%	44fs+0d	49fs+0d							,				rade/Prep			
Curb & Gutter	05/13/2	5 3 days	05/15/25	0.00%	48fs+0d	50fs+0d											Curb & Gutter			
Hardscapes	05/16/2	5 8 days	05/27/25	0.00%	49fs+0d	53fs+0d;51										L.	Hardscapes			
Electrical (RRBF & Lighting)	05/28/2!	5 4 days	06/02/25	0.00%	50fs+0d											→	Electrical (RRBI			
– Washington-Franklin (East Stree	.scapes) 05/28/2	25 30 days	07/08/25	0.00%													Washi	ngton-Franklin (East	Streetscapes)	
Demolition & Salvage	05/28/2!	5 4 days	06/02/25	0.00%	50fs+0d	54fs+0d											Demolition & S			
Silva Cell & Underground Utilities	06/03/2/	5 10 days	06/16/25	0.00%	53fs+0d	55fs+0d										L		Underground Utilitie	5	
Grade/Prep	06/17/2	5 4 days	06/20/25	0.00%	54fs+0d	56fs+0d											Grade/Prep			
Curb & Gutter	06/23/2!	5 2 days	06/24/25	0.00%	55fs+0d	57fs+0d											Curb & G			
Hardscapes	06/25/2!	5 8 days	07/04/25	0.00%	56fs+0d	58fs+0d;60											Hardsc	apes		
Electrical (Lighting)		5 2 days			57fs+0d												→ Electr	cal (Lighting)		_
- Washington-Franklin (West Stree	tscapes) 07/07/2	27 days	08/12/25	0.00%															lin (West Streetscape	32)
Demolition & Salvage		5 3 days																lition & Salvage		
– Underground Utilities		25 8 days			60fs+0d	64fs+0d												derground Utilities		
RRFB		5 4 days				63fs+0d														
Lighting		5 4 days															Lig			
Grade/Prep		5 4 days															-	rade/Prep		
Curb & Gutter		5 4 days				66fs+0d											_	Curb & Gutter		
Hardscapes	08/01/25		08/12/25														Ļ	•		
<ul> <li>State-Washington (East Streetsc</li> </ul>	ipes) 07/10/2	22 days	08/08/25	0.00%														State-Washington (	ast Streetscapes)	
		Ge	neral									Statu	ıs						Printed o	on:





### 123007 - 8th Street Streetscape and Bikeway Improvement Project Exhibit C - GMP Project Schedule

ID	Activity	Start	Duration	End	Progress	Predecesso	Successors	:023						2024										2	025								
	,				,			Dec	Jan	Feb	Mar	Apr M	ay Ju	un Jul	Aug	Sep	Oct I	Nov	Dec	Jan F	eb Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan F	eb ľ	Ma
8	Demolition & Salvage	07/10/25	2 days	07/11/25	0.00%	60fs+0d	69fs+0d																			emolit	ion & Sal	vage					
)	Underground Utilities	07/14/25	4 days	07/17/25	0.00%	68fs+0d	70fs+0d																		L.	Under	ground U	tilities					
)	Grade/Prep	07/18/25	4 days	07/23/25	0.00%	69fs+0d	71fs+0d																		Ļ	Grad	a/Prep						
	Curb & Gutter	07/24/25	4 days	07/29/25	0.00%	70fs+0d	74fs+0d;72																		Ļ	Cur	b & Gutte	ər					
	Hardscapes	07/30/25	8 days	08/08/25	0.00%	71fs+0d																			->	E F	lardscape	es					
	– Roadway (State-Franklin)	07/30/25	33 days	09/12/25	0.00%																						R	Roadway	State-Fr	anklin)			
Ļ	Roadway Demolition	07/30/25	5 days	08/05/25	0.00%	71fs+0d	75fs+0d																		Ļ	R'	oadway D	emolitic	n				
ō	Adjust Utilities	08/06/25	6 days	08/13/25	0.00%	74fs+0d	76fs+0d																			4 <b>0</b> -7	Adjust Ut	cilities					
5	Excavate/Grade/Prep	08/14/25	8 days	08/25/25	0.00%	75fs+0d	77fs+0d																			L.	Excav	ate/Grac	e/Prep				
7	Concrete Paving (8th/State Intersection)	08/26/25	3 days	08/28/25	0.00%	76fs+0d	78fs+0d																			Ļ	Conc	rete Pav	ng (8th/	State Ir	ntersectior	1)	
3	Asphalt Paving	08/29/25	3 days	09/02/25	0.00%	77fs+0d	79fs+0d;81																				Asp	halt Pavi	ng				
)	Electrical (Lighting & RRFB)	09/03/25	7 days	09/11/25	0.00%	78fs+0d																					<b>₽</b>	lectrical	Lighting	& RRF	B)		
)	Striping & Signage	09/03/25	8 days	09/12/25	0.00%	78fs+0d																					<b>•</b> 5	Striping &	Signage	5			
1	Tree Planting & Landscaping	09/03/25	5 days	09/09/25	0.00%	78fs+0d																					<b>→①</b> Tr	ee Planti	ng & Lan	ndscapi	ng		
2	Install Fencing, Bike Racks, and VRT Bus Stop	09/03/25	8 days	09/12/25	0.00%	78fs+0d	84fs+0d																				<b>•••</b>	stall Fer	icing, Bik	ke Rack	ks, and VR	Γ Bus S	ŝ
3	– Closeout	09/12/25	10 days	09/26/25	0.00%																							Close					
4	Substantial Completion	09/12/25	0 days	09/12/25	0.00%	82fs+0d	4fs+0d;85fs																					Substa	ntial Cor	npletio	n		
5	Punch List	09/15/25	10 days	09/26/25	0.00%	84fs+0d	86fs+0d																				4	Punch					
6	Final Completion	09/26/25	0 days	09/26/25	0.00%	85fs+0d	5fs+0d																					Fin	al Compl	letion			



Genera	I			Status				
	Parent Activity Child Activity		•	Milestone	── Links		Completed Overdue	Ahead Uninitiated

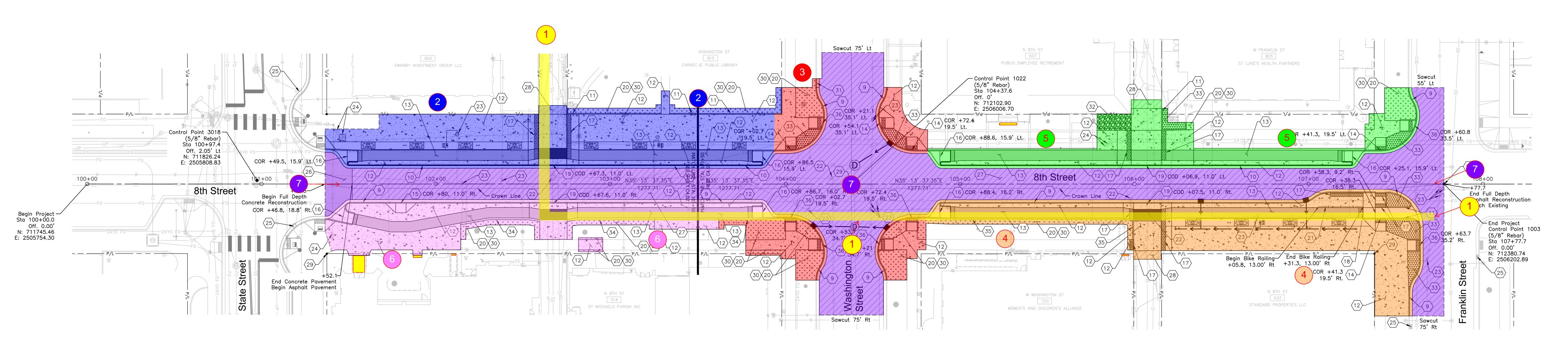




8<sup>th</sup> Street Streetscape and Bikeway Improvements

**GMP** Amendment 01

# Exhibit D – Phasing Plan



# Exhibit D - Phasing Plan

ion: Veolia Water Main Replacement 01/07/25 - 02/11/25 to Exhibit H 8th Street Water Main Replacement)	1. Geothermal 02/26/25 - 04/08/25
	2. State-Washington (West Streetscapes) 03/07/25 - 04/2
	3. 8th/Washington (Intersection Streetscapes) 04/21/25 -
	4. Washington-Franklin (East Streetscapes) 05/28/25 - 07
	5. Washington-Franklin (West Streetscapes) 07/07/25 - 0
	6. State-Washington (East Streetscapes) 07/10/25 - 08/0
	7. Roadway (State-Franklin) 07/30/25 - 09/12/25



# 4/24/25

5 - 06/02/25

- 07/08/25

- 08/12/25

8/08/25



8<sup>th</sup> Street Streetscape and Bikeway Improvements

**GMP** Amendment 01

## Exhibit E – Drawing & Specification Log

MCALVAIN CONSTRUCTION 5559 W GOWEN ROAD | BOISE, IDAHO 83709 | P 208.362.2125 | F 208.362.4356 | MCALVAIN.COM

### Exhibit E - Drawing and Specification Log

### Project: 8th Street Streetscape and Improvements

Last Update: 11/26/24

*When provided, stamp date was recorded, Addendum date when General Contractor received	
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DRAWING / SPEC SECTION	SHEET TITLE	DATE	PACKAGE	ADDENDUM 1	GMP SET	CONFORMANC
	Drawings/Plans					
	CIVIL:					
C0.01	Title Sheet	4/26/2024	100%			
C1.01	Typical Sections	4/26/2024	100%			
C1.02	Typical Sections	4/26/2024	100%			
C1.03	Typical Sections	4/26/2024	100%			
C2.01	Civil Details	4/26/2024	100%			
C2.02	Civil Details	4/26/2024	100%			
C2.03	Storm Details	4/26/2024	100%			
C2.04	Storm Details	4/26/2024	100%			
C2.05	Storm Details	4/26/2024	100%			
C2.06	Storm Details	4/26/2024	100%			
C3.01	Demolition Plan	4/26/2024	100%	11/8/2024		
C4.01	Civil Plan	10/24/2024	100%			
C4.02	Civil Plan	4/26/2024	100%			
C5.01	Grading Plan	4/26/2024	100%			
C5.02	Grading Plan	4/26/2024	100%			
C5.03	Grading Plan Data Tables	4/26/2024	100%			
C6.01	Stormwater Plan	4/26/2024	100%			
T1.01	Signing & Striping Details	4/26/2024	100%			
T1.02	Signing & Striping Plan	4/26/2024	100%			
T1.03	Signing & Striping Plan	4/26/2024	100%			
T2.01	RRFB Plan	10/28/2024	100%	11/8/2024		
T2.02	RRFB Plan	10/28/2024	100%	11/8/2024		
T2.03	RRFB Details	10/28/2024	100%			
T2.04	Illumination Details	10/28/2024	100%	11/8/2024		
T2.05	Illumination Details	10/28/2024	100%	11/8/2024		
	STREETSCAPE:					
L1.01	Streetscape/Landscape Plan	4/26/2024	100%			
L1.02	Streetscape/Landscape Plan	4/26/2024	100%			
L1.03	Streetscape/Landscape Plan	4/26/2024	100%			
L2.01	Streetscape/Landscape Plan	4/26/2024	100%			
L2.02	Streetscape/Landscape Plan	4/26/2024	100%			
	ELECTRICAL:					
EG.01	Electrical Cover Sheet	4/26/2024	100%			
EG.02	Approved Equipment/Details	4/26/2024	100%			
EG.03	Electrical Specifications	4/26/2024	100%			
EG.04	Electrical Specifications/Details	4/26/2024	100%			
EG.05	Electrical Specifications	4/26/2024	100%			
EG.06	Electrical Specifications	4/26/2024	100%			
EG.07	Boise City Standard Details	4/26/2024	100%			
E2.01	Electrical Plans	4/26/2024	100%			T
E2.02	Electrical Plans	4/26/2024	100%			
E2.03	Electrical Plans	4/26/2024	100%			

### Exhibit E - Drawings and Specifications Log

8th Street Streetscape and Improvements MCI# 123007 November 26, 2024

V1.6.10.20

NCE SET	NOTES

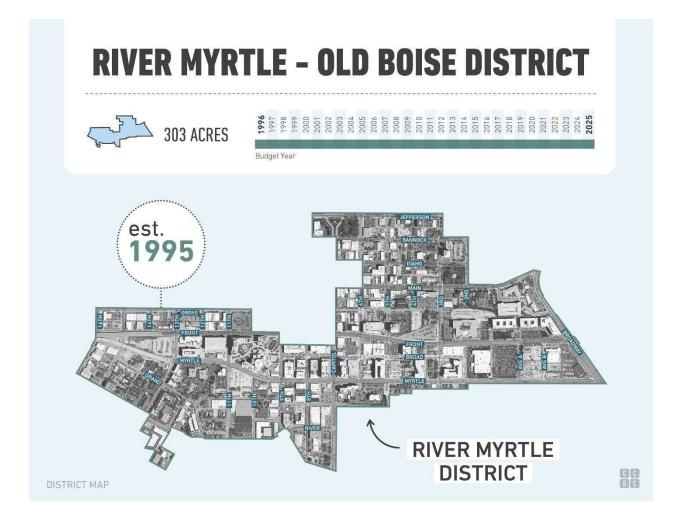
	PROJECT MANUAL - GENERAL CONDITIONS AND SPECIFICATIONS					
	GENERAL REQUIREMENTS					
011000	SUMMARY	4/26/2024	100%			
012600	CONTRACT MODIFICATION PROCEDURES	4/26/2024	100%			
012900	PAYMENT PROCEDURES	4/26/2024	100%			
013100	PROJECT MANAGEMENT AND COORDINATION	4/26/2024	100%			
013300	SUBMITTAL PROCEDURES	4/26/2024	100%			
015000	TEMPORARY FACILITIES AND CONTROLS EXECUTION	4/26/2024	100%			
017300	EXECUTION	4/26/2024	100%			
017700	CLOSEOUT PROCEDURES	4/26/2024	100%			
	SPECIAL PROVISIONS					
	Special Provisions - 8th St Bikeway and Streetscape Improvements Project	4/26/2024	100%	11/8/2024		
	BY REFERENCE					
	ISPWC					
	ACHD SUPPLEMENTS TO THE ISPWC					
	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)					
	ACHD SUPPLEMENTAL PROVISIONS SECTION 1131 - ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, & ELECTRICAL					
	ACHD POLICY MANUAL - SECTION 8200 STORMWATER DESIGN MANUAL					
	APPENDIX F - BIORETENTION SOIL MEDIA SPECIFICATION					
	BOISE CITY STREETSCAPE STANDARDS & SPECIFICATION MANUAL					



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DATE:	December 9, 2024
то:	Latonia Haney Keith, Chair
	Board of Commissioners
FM:	John Brunelle, Executive Director
RE:	CCDC Monthly Report





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. Boise City Council approved the construction contract in October 2024 and the Agency is coordinating with the City of Boise Parks and Recreation on project timelines for construction. *Project Lead: Toby Norton* 

#### 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* 

**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 the project on May 8, 2023. The Board

### PARTICIPATION PROGRAM

**Type 1**: One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

**Type 2**: General assistance. Reimbursed by projectgenerated 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 CCDCowned property.

approved the final agreement on August 14, 2023, and a 180-day extension of the agreement term was granted on July 26, 2024. Construction of eligible public improvements are complete and the Agency is awaiting reimbursement documentation. *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 approved the final Type 4 agreement on July 16, 2024. Construction of the eligible public improvements are underway. *Project Lead: Amy Fimbel* 

#### 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 design, design review approval, construction documents, and construction administration. The project received City of Boise Design Review approval in March 2024 and the design team has completed construction documents and permitting. Guho Corp. has been contracted with for pre-construction and construction services and



construction is set to begin in early December 2024 and be complete in August 2025. *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 noncompliant 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 Board approved a second amendment accepting the construction of the full scope of improvements at the October 2024 Board meeting. Construction began on October 31 *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 is essential. CCDC has acquired the necessary permanent and temporary easements to construct the pathway. CCDC selected The Land Group as the Design Professional of Record. Wright Brothers, The Building Company, Eagle LLC was awarded the construction contract through a two-step pre-qualification process and the Board approved their contract at the August 28 Board meeting. Construction is set to begin December 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, and reached Substantial Completion on October 10, 2024. Final punch list items have been addressed and the project has reached Final Completion. *Project Lead: Amy Fimbel* 

**Rebuild Linen Blocks 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 full improvements in June 2023. Improvements on Grove Street between 14th Street and 15th Street are complete and in January 2025, Guho will start improvements to the last remaining block of Grove Street–15th Street to 16th Street. *Project Lead: Amy Fimbel* 

**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 completed



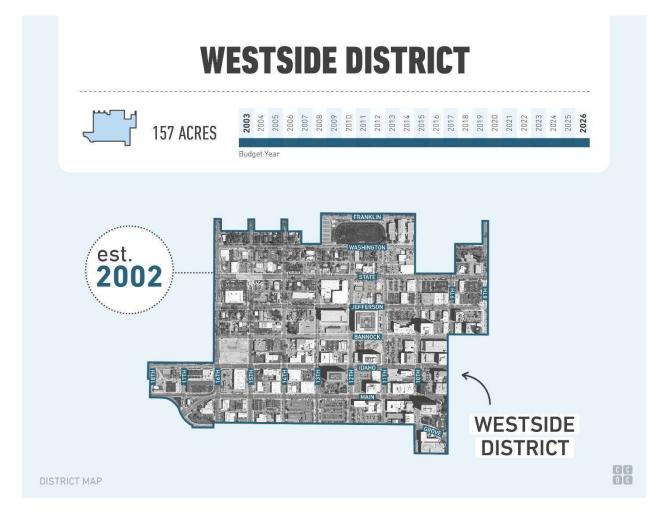
construction documents in October 2024. The project is being bid by the CM/GC, Guho Corp., and construction is planned to start after the first of the year. *Project Lead: Toby Norton* 

**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 were fifteen traffic boxes in the River-Myrtle/Old Boise District that required 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. Boise City Department of Arts & History applied for and was eligible for a reimbursement of \$29,031.00 in October 2024. *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* 





Economic Development

**10th & Jefferson Parking Facility:** At the December meeting, the Board will hear from CCDC regarding the opportunity to redevelop 1010 W. Jefferson St. into a multi-purpose parking facility to expand the ParkBOI system and the urban fabric of Boise's downtown. The project would include approximately 450 parking stalls and approximately 25,000 square feet of commercial retail space on the ground floor. Ground floor uses may include those contemplated in the reservation agreements to be accepted by CCDC pursuant to the Block 68 South Mutual Termination and Release agreement executed on November 12, 2024. *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 personnel utilizing a small office space on the second floor. The Agency converted the parking lots on each side of the building to public parking, with a \$5 flat fee and a payment system through ParkMobile. In October 2024, the parking rate was increased to \$8/day to address demand and bring pricing in line with other paid parking facilities in the vicinity. The Car Park manages the lot. Agency continues to coordinate with adjacent YMCA project on utility work within the alley to the north of the 1010 building: *Project Lead: Amy Fimbel/Aaron Nelson* 

**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 window replacement, historically accurate awnings, and new storefront display windows and entry doors. Construction is underway with anticipated completion by the end of the year. *Project Lead: Kassi Brown* 

**1522 W. State St. - 16th & State - PP Type 2:** Developer Johnson & Carr hosted a groundbreaking event for 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, and construction is underway. *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 aligns 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 project is awaiting final permit approvals with construction anticipated to start in January 2025 pending Board approval of the GMP at the December 2024 Board meeting. *Project Lead: Amy Fimbel* 

#### Mobility

**<u>8th Street Improvements, State to Franklin Streets:</u>** 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.

CCDC's project will underground overhead power and telecommunication lines and make streetscape and transit improvements between State and Franklin streets. Kittelson & Associates is leading the design effort and McAlvain Construction is the Construction Manager/General Contractor (CM/GC). The project has



received permitting approvals and anticipates starting construction in January 2025 pending Board approval of the GMP at the December 2024 Board meeting. *Project Lead: Amy Fimbel* 

Special Projects

**Westside Public Art – Downtown Traffic Box Art - PP Type 4:** Boise City Department of Arts & History requested assistance to re-wrap traffic boxes that need replacement. There are seventeen traffic boxes in the Westside 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* 

**Westside Public Art – Deferred Maintenance - PP Type 4:** Boise City Department of Arts & History has requested assistance to repair two public art installations in the Westside 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* 



**<sup>2618</sup> W. Fairview Ave. - LOCAL Fairview - PP Type 2:** Subtext plans to construct this seven-story, 271unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial space with the existing Capri Restaurant retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work include upgrading and undergrounding power, new underground fiber, and phone lines, and expanding the sewer mainline. Total Development Costs are

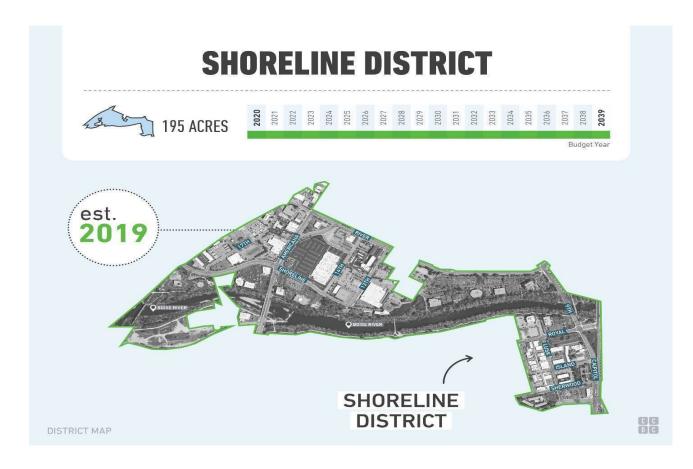


estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April 2023. *Project Lead: Corrie Brending* 

<u>114 N. 23rd St. – New Path 2 – PP Type 3:</u> 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. Construction of New Path 2 started in October. *Project Lead: Corrie Brending* 

#### Infrastructure

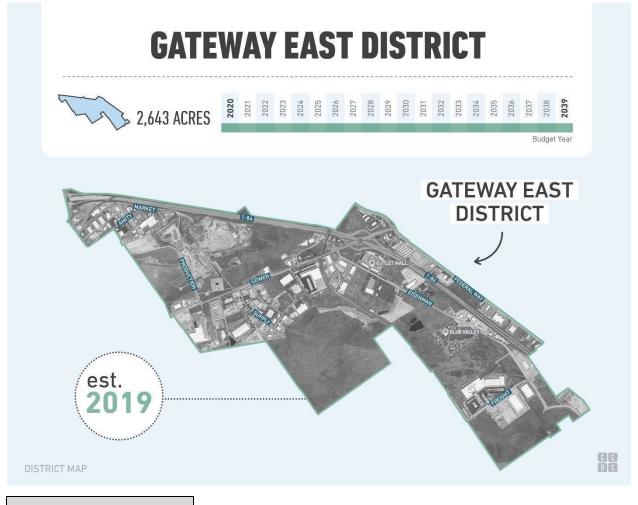
<u>West End Water Renewal Infrastructure- PP Type 4:</u> The City of Boise is undertaking the construction of a new lift station and pressure discharge pipe needed to serve multiple incoming mixed-use developments in the 27th Street and Fairview Avenue area. These improvements will provide the backbone 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.Anticipated completion of the project is May 2025. *Project Lead: Corrie Brending* 





Economic Development

**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. Construction was completed in August 2024 and Boise State University is utilizing the project for student housing. *Project Lead: Corrie Brending* 



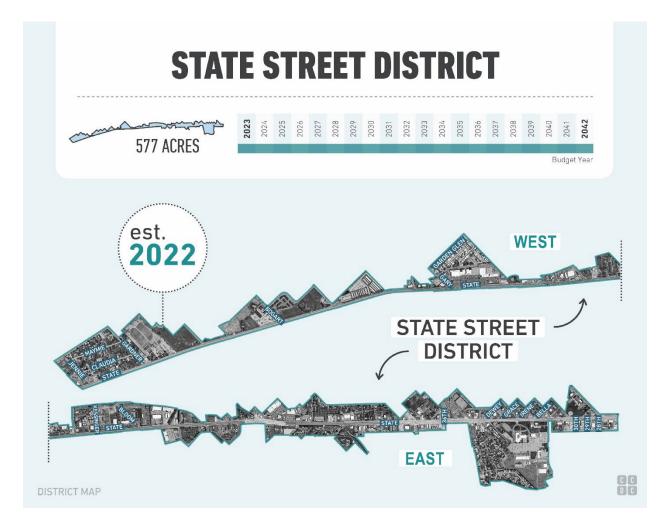
Economic Development

**2392 E WinCo Ct.** - **Eastport Logistics – PP Type 4:** Eastport Logistics is a 44-acre Industrial development project located in the Gateway East District at 2392 East WinCo Court. The planned uses are a mix of warehouse, distribution, and manufacturing for a total of approximately 687,000 square feet between four buildings, and approximately 800 on-site parking stalls with 90 of those stalls for truck/trailer parking. The developer, Lincoln Property Company, estimates total development costs will be \$101,500,000. Lincoln Property Company has requested assistance under the Type 4 Program for the nearly \$8.7 million of public utility and roadway infrastructure planned for the project. The Board approved the Type 4 Designation in October. Agency is working with Lincoln Property Company on the final agreement. *Project Lead: Corrie Brending* 



**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 November 2024. *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. An amendment was approved by the Board in October to include Building 4 in the agreement with expected completion in March of 2026. *Project Lead: Corrie Brending* 



#### **Economic Development**

**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, with completion expected in Spring/Summer 2025. *Project Lead: Alexandra Monjar* 

**1618 N. 31st St. – 31St Street Apartments – PP Type 1**: The Agency received a Type 1 application from Tai June Properties, LLC for a proposed residential development on the corner of 31st and Bella Streets. The new construction consists of five residential units, each approximately 1,707 square feet with three bedrooms and two and a half bathrooms. Long-term bike storage will be provided, along with nine parking spaces for residents and guests. Public improvements include new sidewalks, trees, and landscaping, as well as improvements to the alleyway. The Board will consider the project for Designation at a future meeting. *Project Lead: Kassi Brown* 

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

**Capitol and Myrtle Garage Elevator Modernization:** The Agency is updating and modernizing the elevator at the Capitol & Myrtle Garage. The current unit is 20+ years old and replacement parts are no longer available. The Agency advertised an RFP, and a Pre-bid meeting was held on February 20, 2024. 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 underway. The lead time to receive the necessary parts for the elevator modernization is 28 weeks with delivery anticipated in late December 2024. Barrier Building is constructing the new elevator control room on the first floor of the garage with elevator upgrades commencing in early January 2025. The estimated completion date is February 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 1,6 and 7 as well as cleaning and sealing cracks on the non-load-bearing CMU walls. Work began mid-July and was completed in late September 2024. Project cost was \$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 and corrosion. 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 advertised for formal bids in July 2024. Barrier Building was awarded the contract, and work was completed in October 2024. Total cost was \$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. VRT's FY25 annual financial request of CCDC will be on the October 2024 Consent Agenda. *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 the final Existing Conditions, PARCS Assessment and Best Practices Report in late March 2024 and developed final specifications for the future PARCS system. The Agency advertised the RFP in September 2024 with proposals due on October 21, 2024. Four proposals were received by the deadline. The Agency will select a PARCS vendor by January 2025 and installation of the new PARCS will begin in spring/summer 2025. *Project Lead: Zach Piepmeyer* 

Condominium Associations

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
	Condo Board Meetings	
Last Meeting	Next Meeting	Next Report Due
September 25, 2024	September 2025	December 31, 2024
Issues/Comments:	A meeting was held, and the main topic of discussion was current repair to work and upcoming PARCS replacement effort.	

Front Street Condominium Association		
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%	
Condo Board Meetings			
Last Meeting/Report	Next Meeting	Next Report Due	
September 17, 2024	September 2025	November 30, 2025	
Issues/Comments:			

U.S. Bank Plaza Condominium Association		
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 23, 2024	October 2025	TBD
Issues/Comments:	Annual meeting was held in October to disc	cuss budget for 2025.



	Capitol Terrace Condominium Associati	on
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
September 24, 2024	September 2025	February 2025
Issues/Comments:	The Association will buy escalator cleaner and save on yearly service cleaning; ParkBOI is looking to add cameras to the garage.	

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson			
			Member
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%	
Condo Board Meetings			
Last Meeting/Report	Next Meeting	Next Report Due	
September 16, 2024	September 2025	September 2025	
Issues/Comments:	Annual meeting was held on 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.		



	ACME Fast Freight Condominium Association	on
CCDC Contact: Zach Piepmeyer		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 105, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
	Condo Board Meetings	
Last Meeting/Report	Next Meeting	Next Report Due
June 22, 2023	June 2024	January 2025
Issues/Comments:		

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# VI. ADJOURN



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