

AGENDA ITEM SUMMARY

DATE: 09/17/2012 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Woodside Boulevard Reconstruction:

- 6th Inspection Report from FHWA
- Approval of Certificate of Substantial Completion for tentative completion of the Roundabout
- Approval of Property Use Agreements for Bunkhouse Association at 2630 Woodside Boulevard and CBM Group at 1661 Woodside Boulevard to work on the property to reduce the grade behind sidewalks
- Approval of Change Order allowing Extension of Project beyond Substantial Completion Date

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 2.32, 3.08
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Woodside Boulevard reconstruction third pay request from the contractor, Knife River, has been received.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

| | | | |
|----------------------|------------------------------|----------------|--------------|
| ___ City Attorney | ___ Clerk / Finance Director | ___ Engineer | ___ Building |
| ___ Library | ___ Planning | ___ Fire Dept. | _____ |
| ___ Safety Committee | ___ P & Z Commission | ___ Police | _____ |
| ___ Streets | ___ Public Works, Parks | ___ Mayor | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

ACTION OF THE CITY COUNCIL:

FHWA Report requires no action.

Other items require motion of the city council to approve, deny, approve with changes.

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
 Copies (all info.): _____ Copies
 Instrument # _____



INSPECTION REPORT

U.S. Department of Transportation
Federal Highway Administration

| | | | | | |
|---|---|--|----------------|--|--------------------------------|
| DIVISION | REPORT NUMBER | DATE OF INSPECTION | DATE OF REPORT | STATE KEY # | 12907 |
| Idaho | 6 | 8/29/2012 | 8/30/2012 | FEDERAL # | TDGH-C-07 DTFH61-11-G-00001 |
| PROJECT TITLE AND LOCATION | | | | | |
| TIGER II - Woodside Blvd Reconstruction – Complete Streets Initiative, Hailey, Idaho | | | | | |
| DATE CONTRACT STARTED | COMPLETION DATE (estimated) | OWNER ACCEPTANCE (estimated) | | COUNTY | |
| NTP = 3/26/2012 | 8/31/2012 roundabout 10/15/2012 substantial completion | 11/30/2012 | | Blaine | |
| PROGRESS OF WORK | QUALITY OF WORK | FUNDS EXPENDED (obligated) | | TIME ELAPSED | |
| Satisfactory | Satisfactory | \$459,339.55, 13% Federal (\$3,500,000) \$191,348.05, 90% State (\$212,020) \$6,287.10, 13% Local (\$721,219.01) | | 77% 20 wks elapsed/ 26 wks allowed | |
| INSPECTOR(S) | | | | PRESENT AT FIELD INSPECTION | PRESENT AT RECORDS REVIEW |
| Ed Miltner | | Bridge & Operations Engineer | | X | X |
| IN COMPANY WITH | | | | | |
| Tom Hellen | Hailey Public Works Director/Resident Engineer | | | X | |
| Tracy Andersen | Hailey Grant Administrator | | | X | X |
| Heather Dawson | Hailey City Administrator | | | X | |
| Deven Elison | Civil Science | | | | X |
| Jake Southwick | Civil Science | | | X | |
| Process Review/Product Evaluation | Inspection In-Depth | Project | Final | Final Acceptance | |
| | | X | | | |

Project Scope and Location:

The project consists of the reconstruction of existing travel lanes, constructing new bicycle lanes, rolled curb, gutter, storm drainage facilities, planter strip, detached sidewalks, and bus shelters with areas for bicycle parking on Woodside Blvd., construction of a roundabout at the intersection of Woodside Blvd. and Fox Acres Rd. and construction of a traffic signal at the intersection of Woodside Blvd. and SH-75 in Hailey, Idaho. Construction items include those contained in the Base Bid schedule. Items in the option bid schedule were not included as part of the contract. Work items include: new curb and gutter, sidewalk, bike lanes, sub-base aggregate, plant-mix pavement and items associated with a traffic signal. Numerous removal items are included.

Description of Work Underway:

Work is underway in all segments (1-6) of Woodside Blvd.

The northern terminus of the project is the roundabout at Fox Acres Road and is referred to as Segment 6 in the CPM. The contractor has completed paving the roadway in this area. During our inspection, a sub-contractor was installing signs and pavement markings for the roundabout. Per the contract, the roundabout is to be complete (paved, with all signing & striping installed) and open to traffic no later than August 31. Along the southwest quadrant of the roundabout behind the curb and sidewalk this project has created a low spot where water will pond during precipitation events. An inlet or other facility may be needed to drain this area.

Segment 1 of Woodside Blvd, from Baldy View Drive to Jackpine Drive (Sta 12+00 to Sta 35+00) reconstruction is underway. Paving and pavement markings are largely complete in this segment. Additional slope grading, topsoil placement, and clean-up is needed in landscape areas. A handful of private driveways had been asphalt paved with 1/2" asphalt aggregate mix (see CO 002 for the change in spec). All other driveways had suitable temporary driveway access. A sub-contractor was installing the irrigation system for landscape areas in this segment during the inspection.

Segment 2 of Woodside Blvd, from Jackpine Drive to Shenandoah Drive (Sta 35+00 to Sta 64+00) reconstruction is underway. Paving and pavement markings are complete up to Laurelwood Drive (Sta 55+00) in this segment. Additional slope grading, topsoil placement, and clean-up is needed in landscape areas. Curb and gutter, sidewalk, and aggregate base layer placement is largely complete throughout this segment. These areas are nearly ready for paving. All driveways had suitable temporary access.

Segment 3 of Woodside Blvd, from Shenandoah Drive to Shenandoah Drive (Sta 64+00 to Sta 97+00) reconstruction is underway. Curb and gutter, sidewalk, and aggregate base layer placement is largely complete in this segment. All driveways had suitable temporary access. Additional blading of aggregate base is needed prior to paving.

Segment 4 of Woodside Blvd, from Shenandoah Drive to Meadow Mount Drive (Sta 97+00 to Sta 130+00) reconstruction is underway. The contractor was pouring concrete sidewalks and preparing for slip-forming the curb and gutters in this segment. With the exception of driveways where wet concrete was curing, all driveways had suitable temporary access. The contractor was observed walking door-to-door to notify residents of upcoming concrete pours and closure of their driveways.

Segment 5 of Woodside Blvd, from Meadow Mount Drive to SH-75 (Sta 130+00 to Sta 140+00) reconstruction is underway. Asphalt pavement has been removed. The contractor was excavating in the commercial portion of this segment. The contractor was also placing 2" aggregate base layer. One utility company was trenching for a utility relocation in this segment along Glenbrook Drive. The utility company's operation was not impacting the contractor's operations. The signal at Woodside and SH-75 was in operation. Pavement markings on SH-75 ahead of the new stop bars have not been removed (see recommendation 4 in inspection report 3). A change order for this work has been recently executed.

The contractor and some of the sub-contractors are working 6 days a week. The contractor indicated this practice will continue for the foreseeable future to complete the project on-time. COH recently advised the contractor he may work outside of 7AM-7PM work window in certain locations on the project. The work site was orderly and reasonably secure. Hazards were clearly and properly marked and traffic control devices were performing well. The Division Office will continue to monitor the progress of work and quality of workmanship.

Status of Previous Recommendations:

All recommendations from inspection reports 1,2, and 4 are complete. There were 5 recommendations from inspection report 3. Recommendations 1-3 and 5 are complete. Recommendation 4 is incomplete. COH recently executed a change order to complete this work. Recommendations 2 & 3 from inspection report 5 are complete. Recommendation 1 is incomplete and will be noted on the punch-list if not corrected before final inspection.

Inspection Observations & Recommendations:

1. Analyze southwest quadrant of roundabout for drainage concern. Install appropriate facility and grade ground to drain this area.

Project Records Review:

At the offices of the project's CE&I Consulting Engineer, Civil Science, in Twin Falls, ID we examined the project's daily diaries and subcontractor documents. We also examined and discussed marginal test results on the asphalt paving item with the CE&I firm and COH and all agreed on an interim course of action. Asphalt density and thickness deficiencies are noted in the project records. Deficient asphalt material is present on 1/3 of the quantity placed to date. The contractor will be informed of deficient test results and directed to make appropriate changes to his methods to insure passing material on the rest of the corridor that has yet to be placed. Currently about 40% of the project has been paved. COH to withhold payment on 1/3 of material placed to date while they analyze this issue. The CE&I firm, COH, and FHWA will reevaluate the issue once paving continues. Paving is currently scheduled to continue the last week of September.

Based on the review work performed, it appears that the documentation and review processes provide reasonable assurance that Federal funds are being properly expended and are adequately supported.

We discussed the lag on paying Progress Payment #3 (July). Contractor has been informed multiple times of missing certified payrolls and various item certification documents. CE&I firm recently received documents and indicated they were reviewing Progress Payment #3 for completeness and would make recommendation to COH by the end of the week. The work period for progress payment #4 (August) closes on Friday, 8/31.

Closeout Conference:

Observations, recommendations, and other notable items in this report were discussed with the City of Hailey and their CE&I agent, Civil Science on Wednesday 8/29.

Conclusion:

Work progress to date is satisfactory. Quality of work is satisfactory. Based on the review performed, it appears that the documentation and business practices of the grant recipient provide reasonable assurance that Federal funds are being properly expended and are adequately supported. No material exceptions are noted.

Review notes:

Number of Inspectors/tester on site the day of inspection: 2

Original Contract Work days / Completion Date: Approximately 130 days (26 weeks). This is not a working days contract. Per the contract documents, construction time began on 4/15, roundabout completion is required by 8/31, and substantial completion is required by 10/15.

Current Contract Work Days / Completion Date: No change, see above.

CPM (Generated by the Contractor): The latest version of the CPM is 8/28/12. CPM shows paving dates of September 24-27. Project clean-up and punch list are scheduled for October 9-19. Substantial completion of the project is required by October 15.

Notice to Proceed: 3/26/2012

Time Stopped: No stoppages to date.

Work Days Charged: This is not a working days contract, see "Original Contract Work days / Completion Date" section above.

Original Contract Amount: \$4,232,884.05

Current Contract Amount: \$4,451,441.58

Total Contract Amount Paid to Date: From Pay Estimates # 1-2: \$459,339.55 or 13% of the \$3,500,000.00 TIGER II Grant has been expended. A DRAFT of the Contractor's Application for Payment No. 3 is available in the Division Office records. Progress Payment #3 has been delayed due to missing documents. Contractor has been informed of missing information. These documents were recently submitted to the CE&I firm and under review. The work period for Progress Payment #4 closes Friday, August 31.

Executed Field Orders: 27 field orders have been executed.

Potential Field Orders: Additional field orders are being developed. All are clarifications of items in the contract.

Executed Change Orders: 18 change orders have been executed. Cumulative value: \$218,872.53, 0 additional days

| | | |
|--|-------------------|-------------------|
| CO 001 (straight line measurement of aggregates)..... | \$0.00..... | 0 additional days |
| CO 002 (change from ¾" to ½" asphalt aggregate on private driveways) | \$0.00..... | 0 additional days |
| CO 003 (concrete pad changes at bike parking areas) | \$684.78..... | 0 additional days |
| CO 004 (delete 66" x 51" culvert from contract)..... | -\$2,000.00 | 0 additional days |
| CO 005 (add asphalt for a driveway tie-in, plan omission)..... | \$247.12..... | 0 additional days |
| CO 006 (delete 34 SY of asphalt path removal, plan omission)..... | -\$43.88 | 0 additional days |
| CO 007 (delete culvert extensions and remove exist culvert)..... | -\$2,096.80 | 0 additional days |
| CO 008 (irrigation system build out: city funded, no fed funds)..... | \$201,735.74..... | 0 additional days |
| CO 009 (irrigation system drain valve & assembly pits)..... | \$1,828.00..... | 0 additional days |
| CO 010 (sidewalk specification changes)..... | \$0.00..... | 0 additional days |
| CO 011 (obliterate pavement markings at signal)..... | \$5,250.00..... | 0 additional days |
| CO 012 (field fit elliptical culvert extensions)..... | \$1,134.81..... | 0 additional days |
| CO 013 (lower existing manholes) | \$4,368.00..... | 0 additional days |
| CO 014 (change location of oil-water separators) | \$1,212.75..... | 0 additional days |
| CO 015 (reconstruct pavement south of Countryside Blvd) | \$6,063.76..... | 0 additional days |
| CO 016 (modify joints at splitter islands)..... | \$0.00..... | 0 additional days |
| CO 017 (change CB grates to bicycle safe design)..... | \$173.25..... | 0 additional days |
| CO 018 (add sidewalk tie-in steps along private parcel sidewalk) | \$315.00..... | 0 additional days |

Potential Change Orders: Additional change orders are being developed.

- COH is developing a change order to remove the existing asphalt pavement (not the aggregate base layers underneath) from approximately 57+60 to 64+60 on Woodside Blvd and pave with 3" of new asphalt pavement to enhance the pavement section and the continuity and character of the corridor.
- COH is modifying change order #8 to pay on a lump sum basis. This will minimize the resources needed to track quantities on this change order. This change order is city funded, no fed funds.

Contract DBE Goal: 5% of contract value

Contractors DBE Commitment: \$239,461.84 (5.65% of original contract amount)

Training Hours Goal: 25% of apprentices in each occupation shall be in their first year of apprenticeship or training.

Payroll Wage and Fringe Benefits: Certified payroll records were not reviewed in this inspection. Labor compliance interviews were not reviewed in this inspection.

Posters on the bulletin board: All required posters are on the bulletin board. See previous reports.

Approved Sub-contractors and contract amount:

| | |
|---|--------------|
| Balanced Rock Electric..... | \$201,922.00 |
| Xcel Concrete Construction Inc..... | \$735,989.00 |
| JJ Howard Consulting Engineers..... | \$57,800.00 |
| All Seasons Landscaping..... | \$110,648.90 |
| Eureka Construction (sub to a sub)..... | \$7,368.80 |
| Valley Paving..... | \$286,310.50 |
| Construction Material Recycling..... | \$34,902.50 |
| Schmidt Excavation Inc..... | \$74,715.00 |
| Advanced Sign Design, Traffic Products & Service..... | \$87,754.75 |
| Curtis Clean Sweep..... | \$67,623.35 |
| Specialty Construction Supply..... | \$88,640.00 |

Approved DBE's and contract amount:

| | |
|--|-------------|
| Curtis Clean Sweep (sub to prime)..... | see above |
| Curtis Clean Sweep (sub to a sub)..... | \$9,974.50 |
| Advanced Sign Design, Traffic Products & Service (sub to prime)..... | see above |
| Advanced Sign Design, Traffic Products & Service (sub to sub)..... | \$11,547.64 |
| Northwest Signal (supplier)..... | \$58,393.00 |

Prompt Progress payment: Contractor certified that subs and suppliers have been promptly paid for the work done in pay estimate 1 in accordance with the contract. This certification statement was included in pay estimate 2.

Utilities and ROW: Only 1 utility relocation was underway and was occurring in advance of the contractor's operations.

Storm Water Pollution Plan: The official copy of the SWPPP is complete and inspections are occurring in a timely manner.

Maintenance of BMPs is ongoing due to traffic damage and rain events.

Materials sampling, testing, acceptance: Pay item files were not reviewed as part of this inspection.

Materials Certifications: Pay item files were not reviewed as part of this inspection.

Detours: Detour signage is adequate.

Buy America Steel Certifications: Pay item files were not reviewed as part of this inspection.

Traffic Control: Traffic control plans were not reviewed as part of this review.

Pavement Markings: See "Inspection Observations & Recommendations" and "Potential Change Orders" sections of this report.

Claims: No claims have been submitted.

Seeding: Not reviewed as part of this inspection. City has specified a low water seed mix for the landscape sub-contractor to use.

Construction Sequencing: Not reviewed as part of this inspection.

Materials Storage: Material storage is adequate. The staging yard is located at the project's midpoint at the intersection of Woodside and Countryside. Materials are stored in/on acceptable containers.

Compliance with PS&E: Yes.

Incentive and Disincentive Validation and Payment: Not reviewed as part of this inspection.

Railroad Release Letter: Not applicable, there is no railroad work on this project.

Temporary Pedestrian and Bicycle Access: Although not encouraged, bicyclists and pedestrians can safely traverse the work-zone to their homes. Thru traffic is encouraged to use detour or adjacent facilities.

As-Built Plans: Not reviewed as part of this inspection.

Quantity Over runs and Under runs: Not reviewed as part of this inspection.

Public Communication: Not reviewed as part of this inspection.

Notice of Disputes/Claim Filed: None. See "Claims" section above.

Liquidated Damages Assessed: \$0

Payments Withheld: \$0 COH will withhold 1/3 of asphalt quantity placed to date on future progress payment while the COH analyzes the test results that indicate deficient material for a portion of this item. See Project Records Review for additional detail.

Environmental Commitment Tracking:

| | |
|---|--|
| Right of Way Construction Access..... | Agreements Complete, Construction access OK |
| FAA Coordination | FAA Review Complete, FAA Permit Obtained YES |
| Continuous and safe access for Wood River Trail | Trail is open and not impacted by the project |
| UPRR berm and Hiawatha Canal undisturbed..... | No disturbance to these resources |
| Wildlife (bald eagle and migratory birds)..... | None observed on date of inspection |
| Storm Water (SWPPP, NPDES permit)..... | SWPPP is current and available at project office |
| Wetlands Permit (USACE Nationwide Permit)..... | Permit obtained, Disturbance within limits of permit |
| Floodplains | Permit obtained, Disturbance within limits of permit |

Accident History: Data is provided on the OSHA forms on the worksite bulletin board.

Time lost due to accidents: Data is provided on the OSHA forms on the worksite bulletin board.

Final Inspection: N/A

Final Estimate: N/A

Punch List Furnished: N/A

Punch List Completed: N/A

Attachments

Photos with annotation and comments

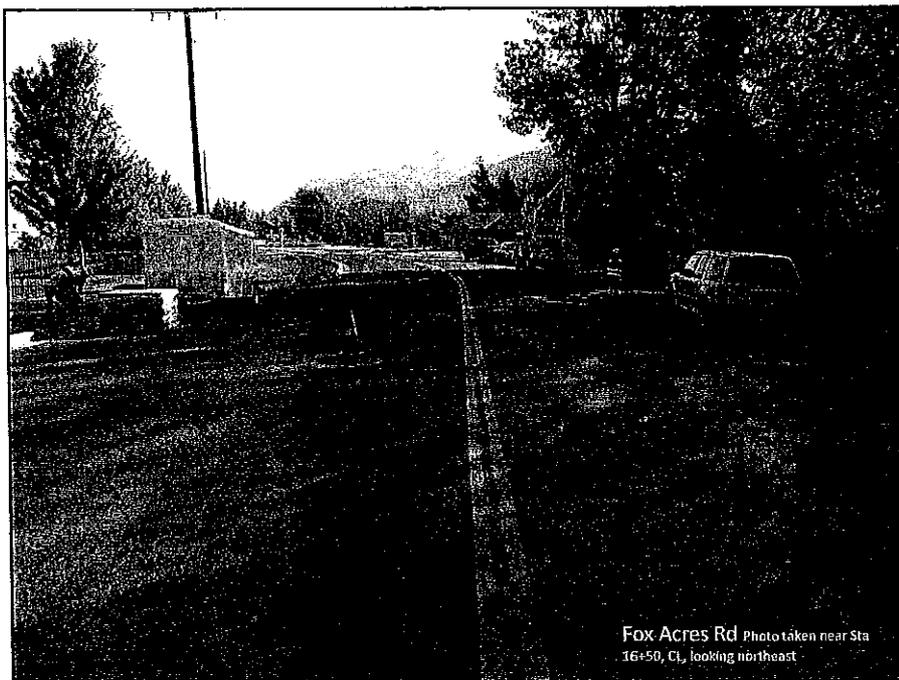
Woodside Blvd Reconstruction

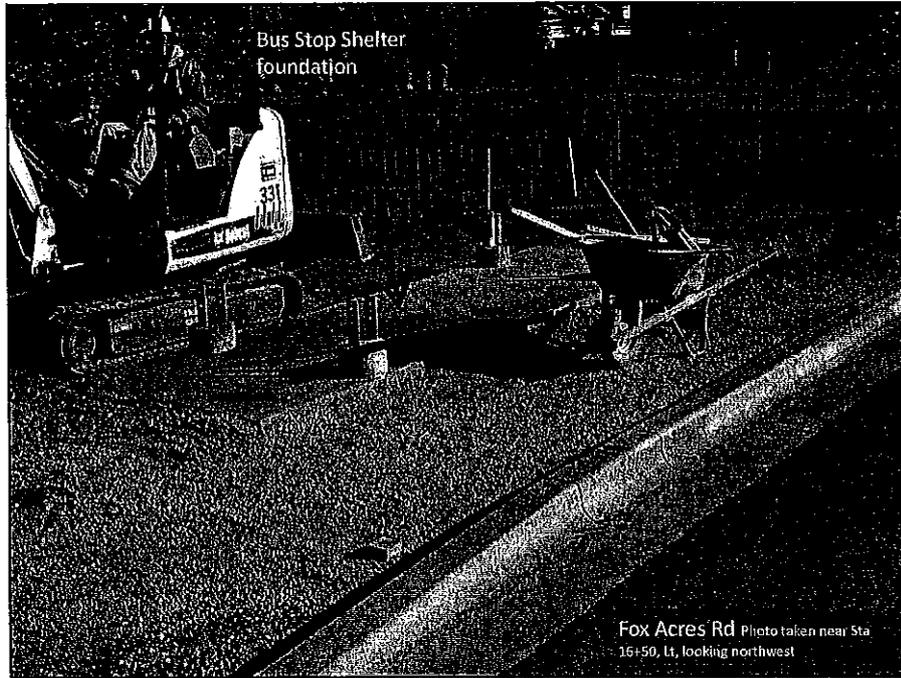
Construction Inspection Photos 8/29/2012

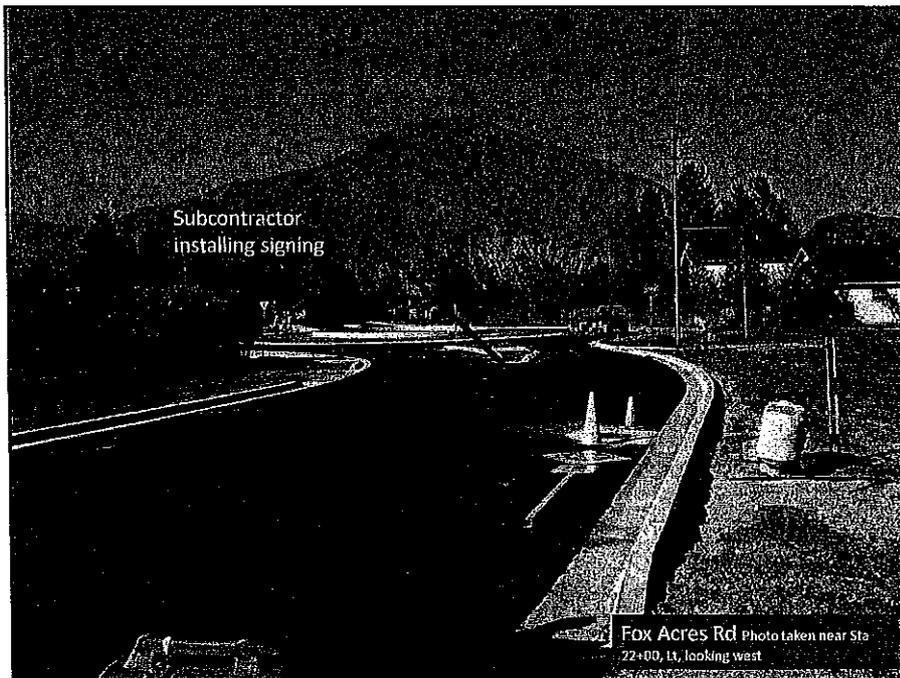
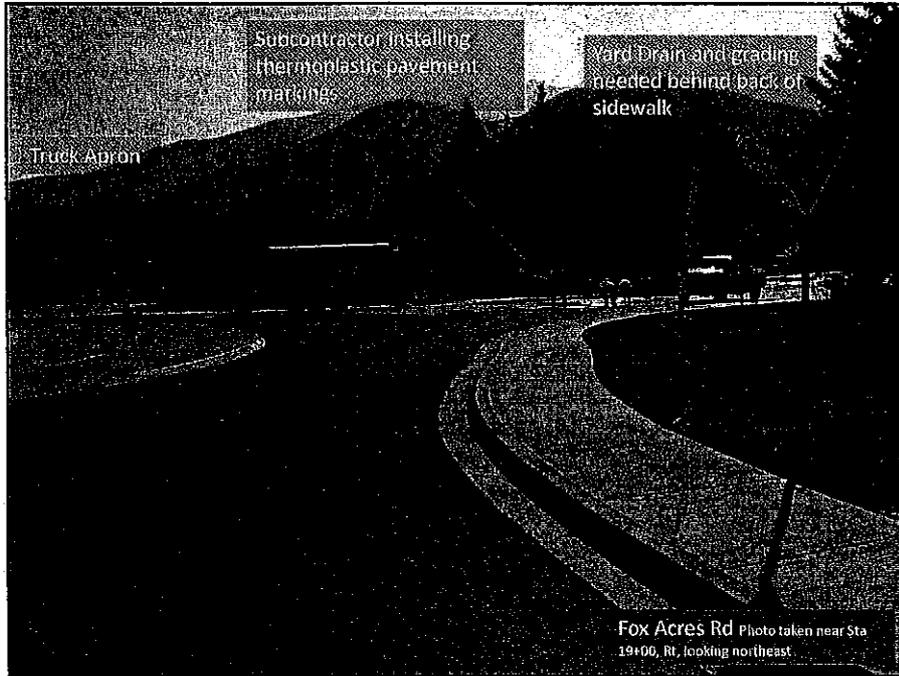
FHWA Idaho Division

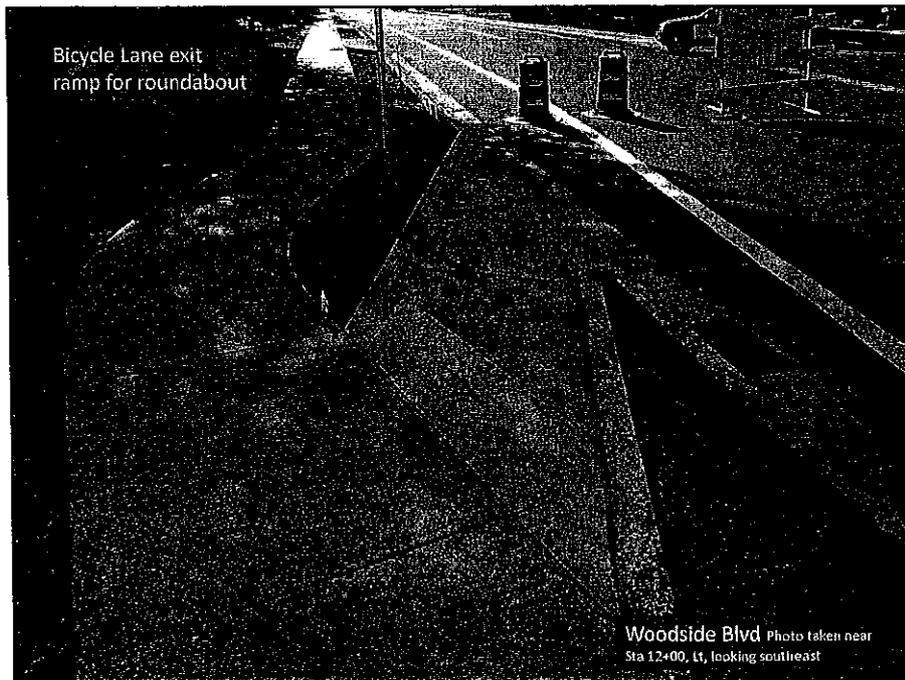
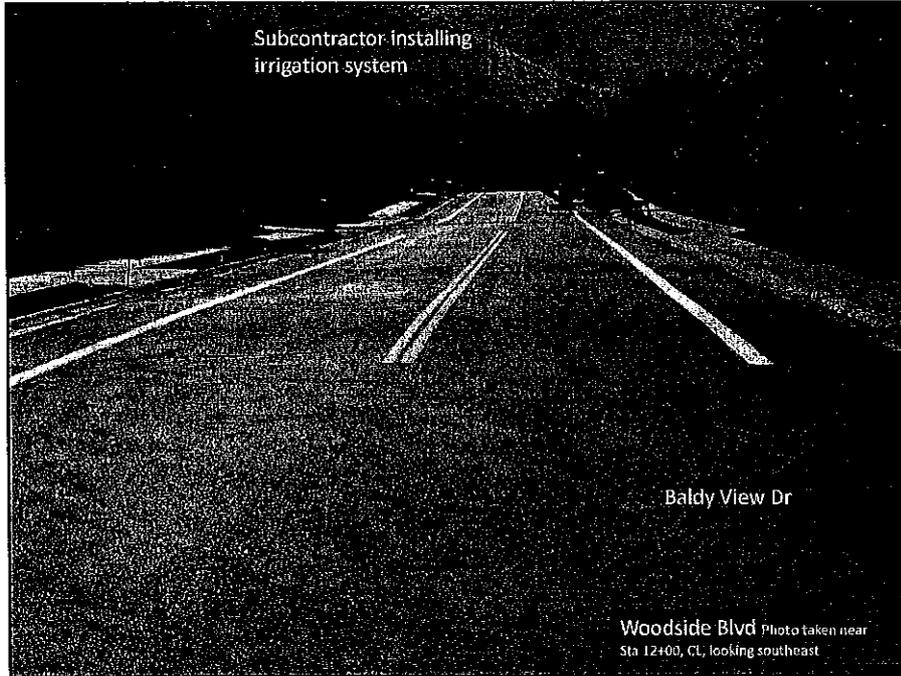
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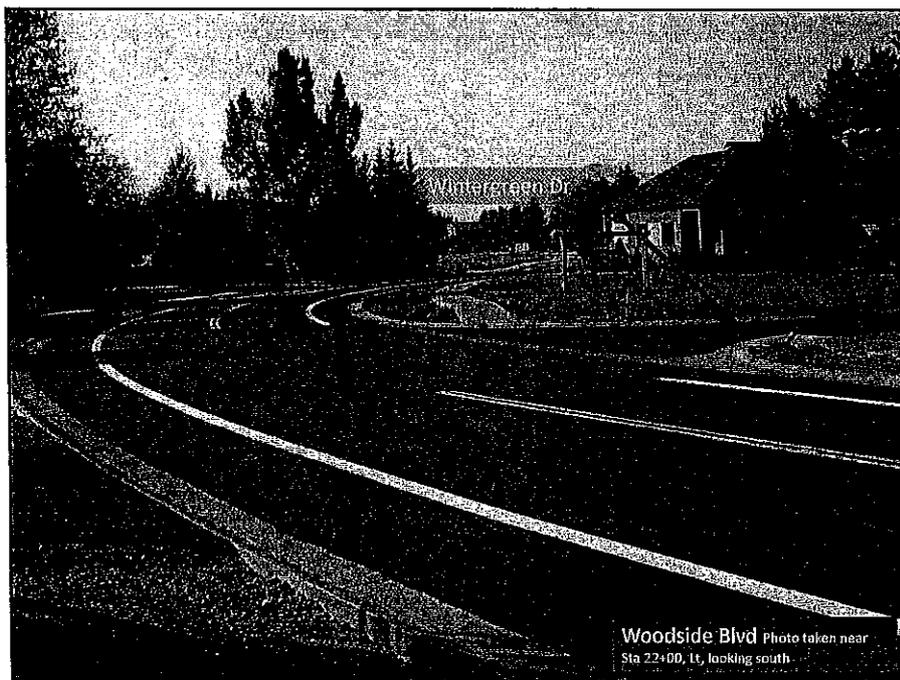
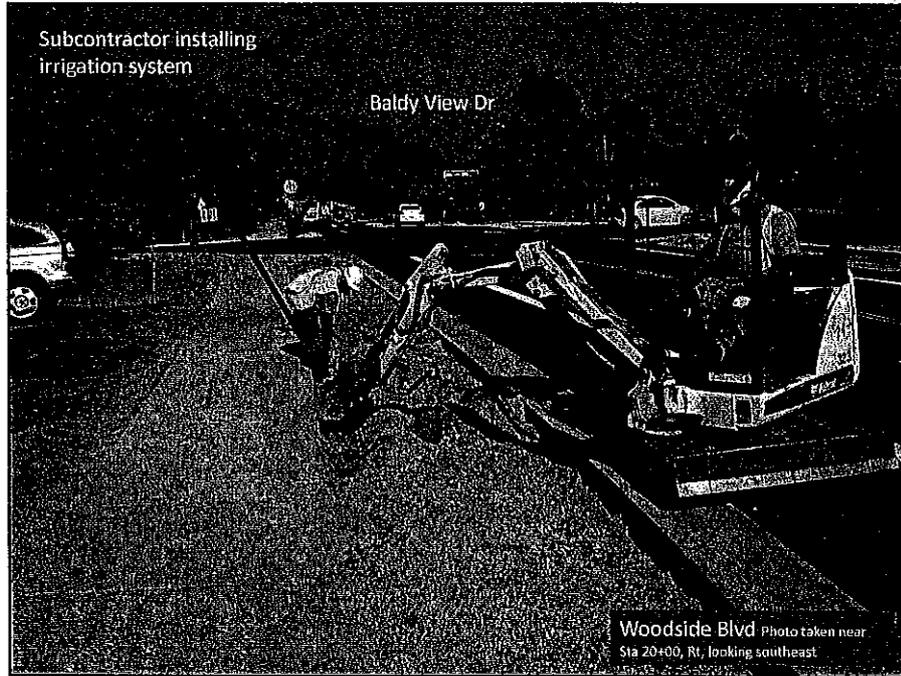
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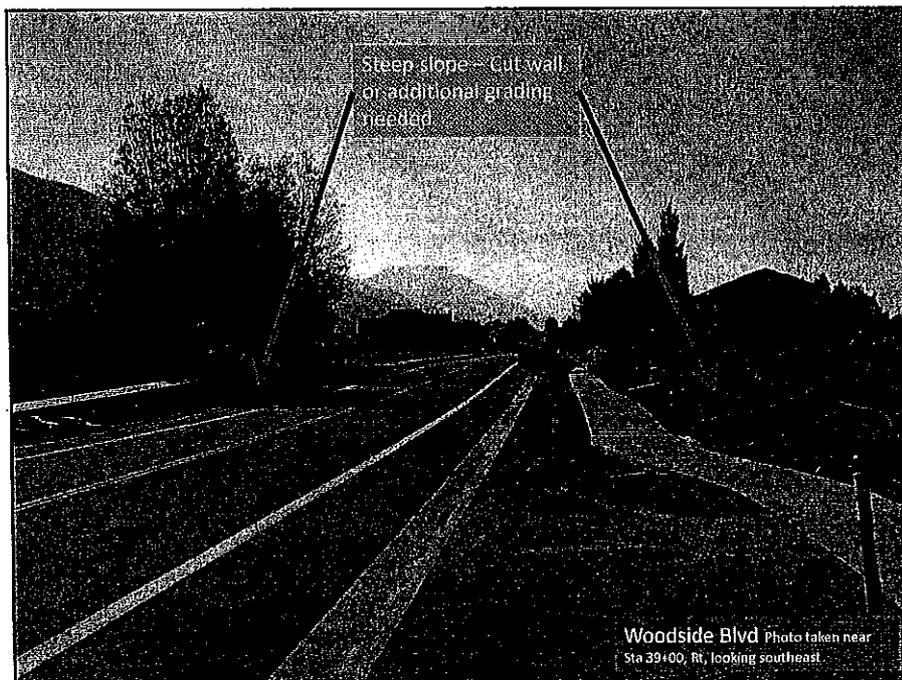
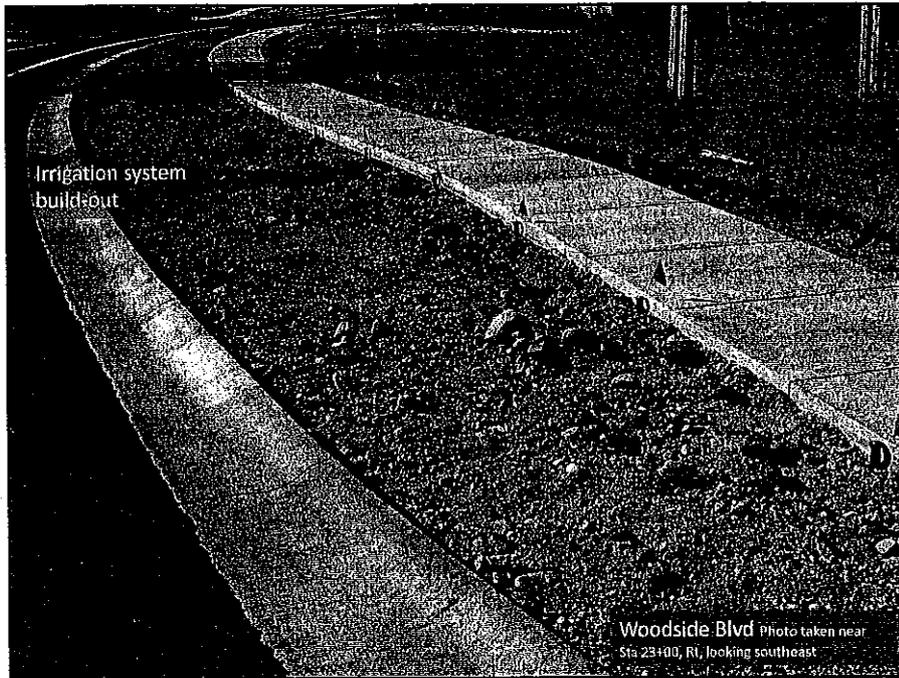


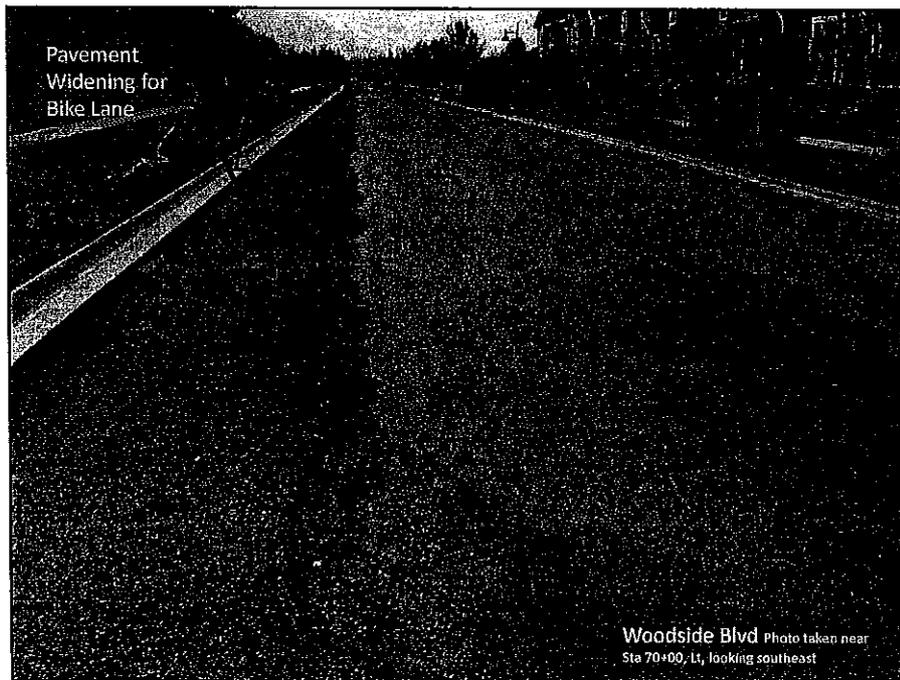
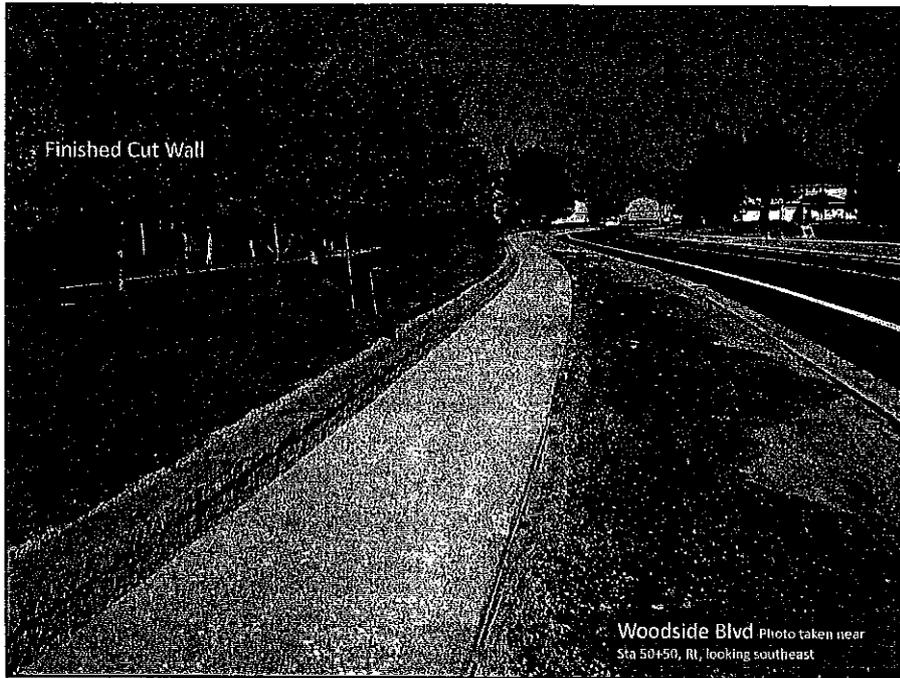


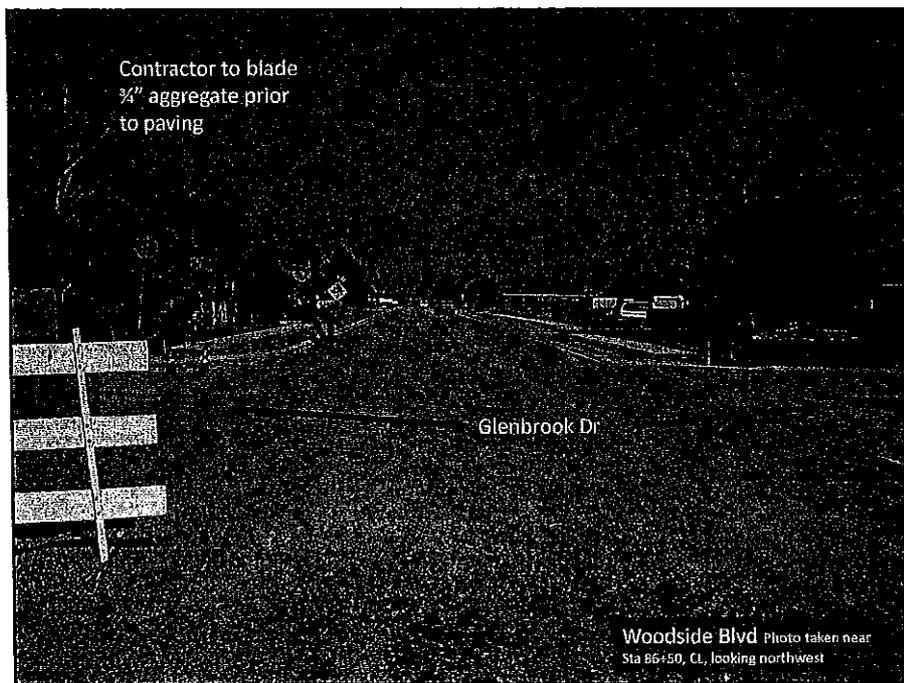


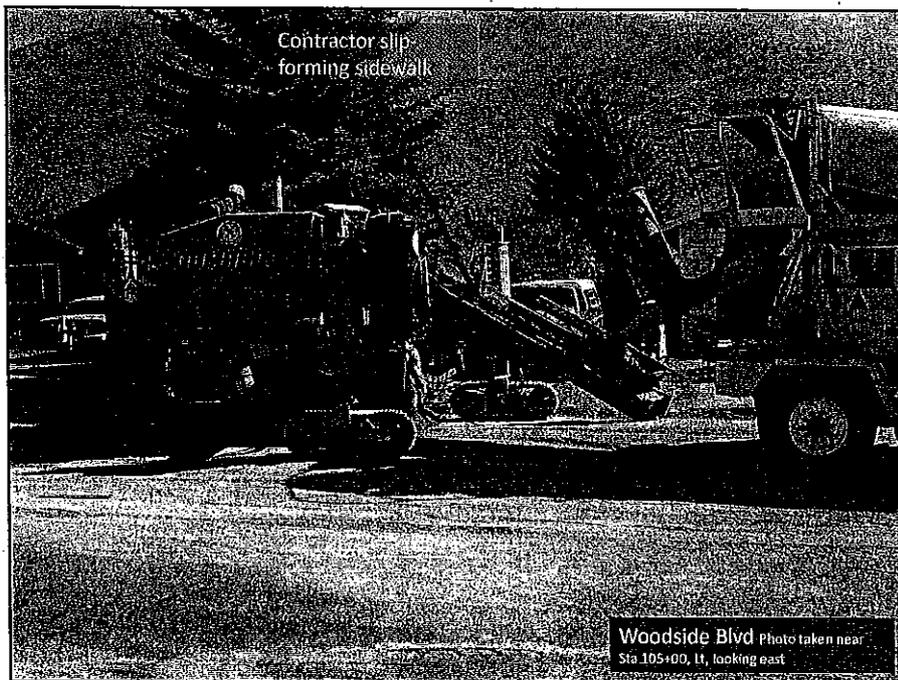
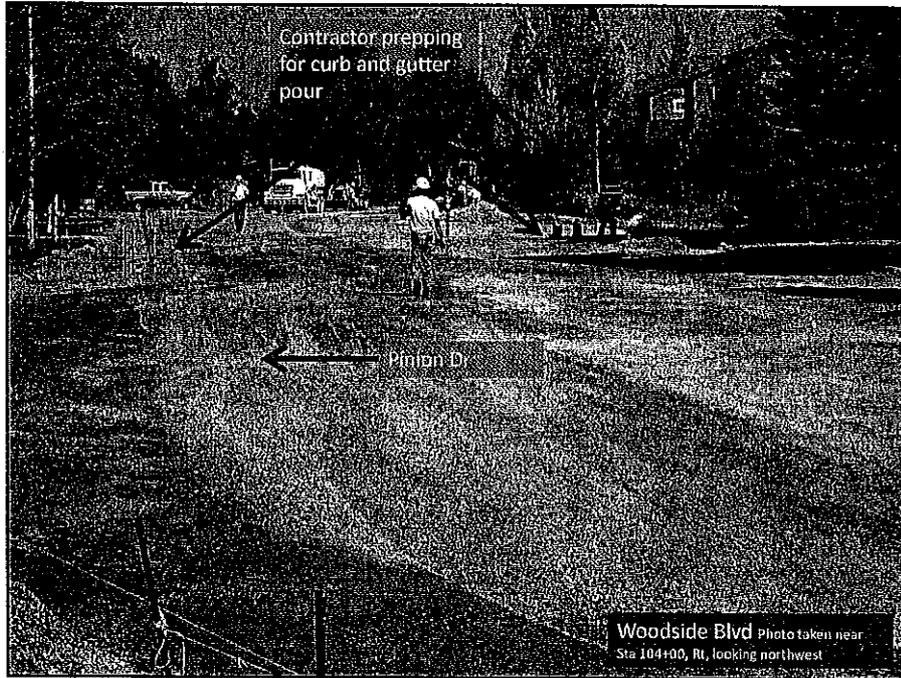


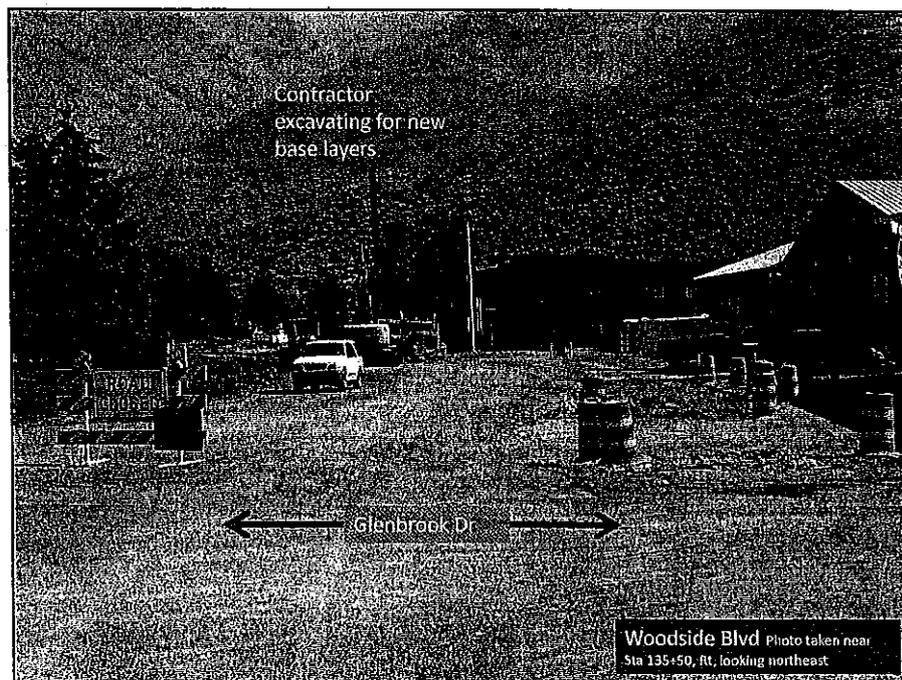














Certificate of Substantial Completion

| | |
|--|-----------------------------------|
| Project: Woodside Boulevard Reconstruction | |
| Owner: City of Hailey | Owner's Contract No.: |
| Contract: | Engineer's Project No.: 83-11-020 |

This **(tentative)** [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

THE ROUNDABOUT AND ADJOINING SECTIONS OF FOX ACRES ROAD AS
OUTLINED IN THE CONTRACT DOCUMENTS. THIS AREA WILL STILL BE SUBJECT TO A
FINAL WALK THRU AND ANY POTENTIAL CONSTRUCTION CORRECTIONS NEEDED AS
DETERMINED FROM THE FINAL INSPECTION.

AUGUST 31, 2012
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

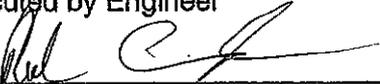
Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

| | |
|---|--------------------------|
|  Executed by Engineer | <u>9/10/2012</u> Date |
|  Accepted by Contractor | <u>9-11-12</u> Date |
| Accepted by Owner | Date |

PROPERTY USE AGREEMENT

Project No.: TDGII-C-07; DTFH61-11-G-00001
Project Name: WOODSIDE BOULEVARD RECONSTRUCTION

THIS PROPERTY USE AGREEMENT ("Agreement") is entered into this ___ day of ___, 2012, by and between Bunkhouse Association, Marlon Peck, President ("Grantor(s)") whose property address is 2630 Woodside Boulevard, and the City of Hailey ("Grantee").

For good and valuable consideration the receipt of which is hereby acknowledged, Grantor(s) and Grantee agree as follows:

1. Grantor(s) hereby grants unto Grantee, and its successors, assigns, employees and agents, the right to go upon, occupy and use a portion of the property as shown on Exhibit "A" (plan sheet) attached hereto and made a part hereof ("Property"), for the purpose of reconstructing the approach at highway station 77+50, L.T. 24 feet wide, together with the right and privilege of ingress and egress to and from the Property for such purposes.

2. Grantor understands and agrees that Grantee may be required to add fill or remove excess soil to match the elevation of Woodside Boulevard. Grantee agrees to add fill and/or remove excess soil and install pavement in substantial conformance with Exhibit "A".

3. It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind the Grantor(s), his/her/their heirs, successors and assigns. In the event Grantor(s) sells or conveys title to the Property, Grantor(s) shall provide a copy of this Agreement to the new owner(s).

4. Grantor(s) does hereby covenant with the Grantee that Grantor(s) lawfully owns and possesses the Property, and that Grantor(s) has a good and lawful right to convey such use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this ___ day of ___, 2012.

GRANTOR(S)

GRANTEE

Handwritten signature of Marlon Peck

By Fritz X. Haemmerle, Mayor

Handwritten signature: Bunkhouse Ass. President

ATTEST:

Mary Cone, City Clerk

PROPERTY USE AGREEMENT

Project No.: TDGII-C-07; DTFH61-11-G-00001
Project Name: WOODSIDE BOULEVARD RECONSTRUCTION

THIS PROPERTY USE AGREEMENT ("Agreement") is entered into this ___ day of _____, 2012, by and between The CBM Group, Inc., 1010 Raquet Club Dr., Suite 108, Auburn, CA 95603 ("Grantor(s)") whose property address is 1661 Woodside Boulevard, and the City of Hailey ("Grantee").

For good and valuable consideration the receipt of which is hereby acknowledged, Grantor(s) and Grantee agree as follows:

1. Grantor(s) hereby grants unto Grantee, and its successors, assigns, employees and agents, the right to go upon, occupy and use a portion of the property as shown on **Exhibit "A"** (plan sheet) attached hereto and made a part hereof ("Property"), for the purpose of reconstructing the approach at highway station 38+50, RT, 80 feet wide, together with the right and privilege of ingress and egress to and from the Property for such purposes.

2. Grantor understands and agrees that Grantee may be required to add fill or remove excess soil to match the elevation of Woodside Boulevard. Grantee agrees to add fill and/or remove excess soil and install landscaping in substantial conformance with **Exhibit "A"**.

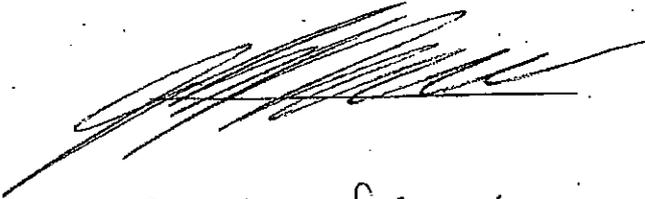
3. It is expressly intended that these burdens and restrictions shall be in full force and effect and shall bind the Grantor(s), his/her/their heirs, successors and assigns. In the event Grantor(s) sells or conveys title to the Property, Grantor(s) shall provide a copy of this Agreement to the new owner(s).

4. Grantor(s) does hereby covenant with the Grantee that Grantor(s) lawfully owns and possesses the Property, and that Grantor(s) has a good and lawful right to convey such use.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this 10 day of Sept, 2012.

GRANTOR(S)

GRANTEE



By _____
Fritz X. Haemmerle, Mayor

Director of Operations

ATTEST:

Mary Cone, City Clerk

REQUEST FOR CHANGE (RFC)



| | | |
|--|---------------|--------------------------------|
| Project: TDGII-C007, DTFH61-11-G-00001 Woodside Boulevard Reconstruction | Key #: | Date: 9/12/12 RFC #: 15 |
| Change Requested by: Rob Cunningham | | |
| Company/Position: Knife River/ Project Manager | | |
| Description of Proposed Change: Request to add contract days to contract. See attached correspondence, (4 letters included). Dated 9-12-12, 6-15-12, 6-21-12,8-20-12 | | |
| Reason for Change: Disruptions from utility contractors causing Knife River to jump around the project to keep working or slow down to while they were in the way. | | |
| Benefit to Taxpayer (Dollars, Time, Quality, Other) (attach supporting documentation to justify): .By allowing the utility contractors to work, the utility companies were able to upgrade systems to the benefit of the customers. | | |
| Benefit to Contractor (Dollars, Time, Quality, Other) (attach supporting documentation to justify): Time | | |
| Proposed Net Change to Contract Cost (attach worksheet, if needed, to justify): None | | |
| Proposed Change to Contract Time (attach worksheet, if needed, to justify): 15 days | | |
| Contractor's Signature: | Date: 9-12-12 | |
| Date Received by Engineer: | | |
| Result of Engineer Review: <input type="checkbox"/> RFC Approved (Proceed with ITD 02317, Record of Change Order Authorization) <input type="checkbox"/> RFC Denied for the following reason: | | |
| Engineer's Signature: | Date: | |

Southern Idaho Division
5450 W Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

September 12, 2012

Deven Elison
Civil Science Inc
450 Falls Ave, Suite 100
Twin Falls ID, 83301

RE: Woodside Boulevard Reconstruction – Federal Aid Project No TDGII-C-07; DTFH61-11-G-00001

Subj.: Extension of time

Dear Mr. Elison:

Knife River is asking for an extension of contract time of 15 calendar days for substantial completion due to delays beyond our control due to the relocation of utilities throughout the duration of this project and continues even now.

Our initial schedules had us paving mainline on or around August 29th and through the course of construction that has slipped to now where it shows paving on September 27th. This is a slippage of 29 calendar days. Knife River acknowledges that all 29 days can't be attributable to the utility companies, we had a smaller than desired workforce on site in the early stages of the project. However I think the argument could be made if I had all the resources needed at my disposal at the time, how effective could I have been with the utility companies desiring to work where I needed to be working at the same time. This is where things went wrong, almost a month went by between the pre-con and when construction actually started, where the utility companies could have been working.

On June 15th I sent a letter notifying the City of Hailey and Civil Science that we were going to start tracking costs and time as resulting from being held up by the utility contractors. I followed up with letters on June 21 and August 20th stating utilities continue to be in the way impacting operations. The utility agreements contained in the contract had all the utilities except for one being done with their work by June 25th. That day came and went and they continued to work right up to the later stages of August.

Knife River will continue to strive to achieve the most recently submitted schedule and meet original contract dates, however we feel this is a justifiable request.

Sincerely,



Rob Cunningham

Southern Idaho Division
5450 W Gowen Road
Boise, ID 83709
(208) 362-6152
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June 15, 2012

Deven Elison
Civil Science Inc
450 Falls Ave, Suite 100
Twin Falls ID, 83301

RE: Woodside Boulevard Reconstruction - Federal Aid Project No. TDGII-C-07; DTFH61-11-G-00001

Subj: Delays related to utility conflicts

Dear Mr. Elison:

This letter is to inform you that Knife River has started tracking costs and time as related to the slowdowns that have been occurring due to the utilities not being relocated in a timely fashion as per the utility agreements between the respective utility and the City of Hailey. Knife River also intends to seek compensation for the delays outside of our control.

To date we have not been able to reach any production goals which directly ties to the time to complete the job. This is because the utilities are being relocated after we discover the conflict or a utility company is trying to upgrade a system. The contract says Knife River needs to pothole 300 ft ahead of our operation and we have tried to comply with that but 300 ft ahead of an operation doesn't provide enough time to deal with a conflict. The agreements with the utility companies and the city is the respective utility company is to pothole to verify the location of the utility, I have not seen that occur ahead of anything except in a couple of minor instances.

We feel that the utility companies have had ample time to perform their work in front of our operations and have complied with their requests to provide staking or other information that has been requested. We also feel that Knife River, Civil Science and the City of Hailey has provided notices, information, schedules, etc... for the utility companies to perform their work.

Sincerely,



Rob Cunningham

Southern Idaho Division
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Boise, ID 83709
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June 21, 2012

Deven Elison
Civil Science Inc
450 Falls Ave, Suite 100
Twin Falls ID, 83301

RE: Woodside Boulevard Reconstruction -- Federal Aid Project No TDGII-C-07; DTFH61-11-G-00001

Subj.: Utility conflicts

Dear Mr. Elison:

Today we have discovered two separate utilities within 2" or less of our subgrade in segment 2. These utilities now have to be lowered while Knife River is in the midst of working this segment. This is now unacceptable to the continued operation of reconstructing Woodside Blvd. The utility agreements say that the respective utility is to pothole and verify that the utility will not be impacted by construction. To date I have yet to see any utility do this ahead of our operations, the norm has been to wait until Knife River discovers the conflict and they react. It is time for the utilities to follow their agreements. Knife River will no longer accommodate or "work with" utilities. If they have work in a segment that Knife River is currently working then they are in our way and the delay will be tracked for compensation.

I am demanding that the utility companies move ahead of our operations and pothole every crossing and any utilities that are not going to be behind the sidewalk or seepage bed on Woodside Blvd. and verify the depth of the respective utility.

We will be moving from segment 2 to segment 6, (roundabout), then 3, 4, and 5 in that order. Segment 6 will be available next week; I intend to be there next week and I intend to not stop and wait around for the utility companies to decide if their equipment may or not be in the way.

Feel free to forward this letter onto the respective utility companies.

Sincerely,



Rob Cunningham



Southern Idaho Division
5450 W Gowen Road
Boise, ID 83709
(208) 362-6152
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August 20, 2012

Deven Elison
Civil Science Inc
450 Falls Ave, Suite 100
Twin Falls ID, 83301

RE: Woodside Boulevard Reconstruction – Federal Aid Project No TDGII-C-07; DTFH61-11-G-00001

Subj.: Utility Conflicts

Dear Mr. Elison:

This letter is to inform you that we continue to have issues with utilities being in the way. Most utility companies have responded quickly when it is discovered but this continues to add time it takes to get the storm drain work done. Below is a summary of the latest conflicts:

Bed T : Newly relocated Cox cable had to be dug back on to raise to get under conduit with storm crossing. Gas line had to be lowered before doing storm crossing

Bed V: Had to modify grades to get over a gas line and under a cable line on for the storm crossing. Had to dig back on cable conduit to lower conduit to get over with the storm crossing. Also hit cable conduit that had been recently relocated yet never located with digline.

Bed W: Syringa and /or an abandoned cable line in conflict with the catch basin on the east side of the road. One utility contractor thinks the line is abandoned yet digline is still picking something up. Id Power still had live power going through the bed, this has been resolved. Cox has a single drop running alongside the bed, it has been hit numerous times by other utility contractors yet not moved??

Bed Y. Syringa cable in the way of the bed, this is scheduled to move on Tuesday this week.

All these little things are continuing to add to my cost to do this project from lost productivity of jumping around beds because something is not moved or trying to figure out what is old and what is new because digline is still picking up the old utility. When these utilities are being cut over the old cable is not being removed, we hit it, panic thinking we have damaged something and stop until it can be determined if it is old or new. When a utility is hit, that shuts the crew down until what it is can be determined.

Sincerely,


Rob Cunningham