CITY OF HAYDEN IDAHO

Memo

To: Mayor and Hayden City Council

From: Dulci Kau, P.E. City Engineer

Date: 5/12/2026

Agenda Item: Approval of Welch Comer's Engineering Services Amendment No. 1 for Honeysuckle-Ramsey Roundabout Construction Management

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Agenda Item Location
Consent

Background and Recommended Action or Motion
The Ramsey and Honeysuckle roundabout has been designed and bid. The next step to completing the project is construction. The proposed amendment for services with Welch Comer allows staff to proceed with awarding the project and managing construction. Under this Amendment, Welch Comer will provide project administration, administer the contract with the contractor, provide construction staking, and provide on-site representation for the City, further details are contained within the attached amendment.

Staff recommends the Council approve Amendment No. 1 with Welch Comer Engineering for the Honeysuckle-Ramsey Roundabout project.

Functional Impact of Authorizing
If authorized, the City will have the resources to administer the contract, and provide the contractor with information as identified with the bidding documents.

Functional Impact of Not Authorizing
If not approved, the roundabout may not be able to proceed as scheduled or budgeted.

Fiscal Impact
The agreement would authorize up to a total of $365,000, which is within the estimated budget amount. Additionally, with the executed partnership agreements with Hayden Lake Irrigation District and Hayden Area Regional Sewer Board, the City's proportionate share of this amendment is $277,400.

Budget Funding Source / Transfer Request
GL 130-899-57782

Attachment(s)
Welch Comer's Amendment No. 1

AMENDMENT NO. 1
AUTHORIZATION FOR ADDITIONAL SERVICES

Additional Services. The following additional items of work on the **Honeysuckle Avenue and Ramsey Road Roundabout** project "the project" will be provided by Welch Comer and their sub-consultants. These additional services are a supplement to the scope of services contained in the existing agreement for Professional Services for the project dated March 10, 2026. All other terms and conditions of said agreement remain in full effect unless specifically modified in this additional services agreement.

Additional Scope of Work. This amendment is for the Construction Phase Services including utility relocation (some in advance of the project), construction administration, onsite construction observation (assuming 80 working days to substantial completion), construction staking, and project closeout, as described in **EXHIBIT A.**

Deliverables. As noted in **Exhibit A** and will be incorporated into the overall plan set for the project.

Schedule. The construction, including closeout processes, are expected to be complete by October 31, 2026.

Additional Payment. The CITY agrees to pay ENGINEER for its services rendered under this Agreement on a lump sum and hourly basis as follows and as detailed in EXHIBIT A.

The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein.

Dated this _____ day of April, 2026.

CITY

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

ENGINEER

WELCH COMER & ASSOCIATES, INC.

By: _____
Mattthew Ellis

Its: Vice President

PM Approval: MC

EXHIBIT A
Scope of Work and Fees
Construction Phase Services

The City of Hayden intends to construct a roundabout at the intersection of Honeysuckle Avenue and Ramsey Road. This construction project also includes water and sewer improvements by other jurisdictions that will be constructed under the City's contract. This scope of work is to administer the construction of the project including providing onsite construction observation, utility coordination, project administration, construction staking, and project closeout.

Services of Engineer:

A. General Project Administration:

a) General Project Management: This task involves management tasks such as budget control, schedule management, invoicing, file setup and management, and internal team coordination.

B. Construction Administration:

a) Receive and review bonds, contracts, certificates, or other evidence of insurance required by the Contract.

b) Utility Coordination: There are private utilities (power, gas, and communications) that require relocation as a part of this project. Coordinate with these private utilities to assist in their relocations both prior to and during construction. Provide documentation to the Owner if the private utility companies are delaying construction.

c) Attend and facilitate a pre-construction meeting and provide minutes. It is assumed this meeting will be conducted mid-June in preparation for construction, anticipated to begin in late June.

d) Provide submittal review of civil plan items and substitution requests.

e) Assist with Field Orders, Work Change Directives, and Change Orders. Any changes to the contract will be at the direction of the Owner.

f) Review and respond to any Requests for Information or informal questions from the contractor.

g) Assist in the preparation of public notifications for the road closure and detour. It is assumed that the Contractor is responsible for coordination with emergency services.

h) Attend and facilitate onsite construction meetings and circulate minutes. These meetings will commence mid-June and be complete by late August, which is assumed to be 11 weeks.

i) Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor but excluding modifications to the Contract required to incorporate substitutes or "or-equal" items. Substitutions may require coordination with the design engineer of record.

j) Disagreements between OWNER and Contractor: Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract pertaining to the execution and progress of Contractor's work.

k) Act as OWNER's representative in answering field questions, written correspondence or phone inquiries of the public or residents adjacent to the project.

l) Participate in a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.

m) Assist OWNER in producing "punch list" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to OWNER concerning acceptance and issuance of the Notice of Acceptability of the work.

n) Defective Work: Recommend to OWNER that Contractor's work be disapproved and rejected, if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms to the Contract or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract.

o) Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract.

p) Review and process contractor partial pay applications, including final balancing change order and final payment following the tax release from the state. Applications for Payment: Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:

(1) Determine the quantities Contractor should be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is in accordance with the Contract (subject to an evaluation of the Work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract).

(2) By recommending any payment quantities, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the

responsibilities specifically assigned to ENGINEER in this Agreement and the Contract. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, construction, safety precautions, programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. For the purposes of this Agreement, ENGINEER shall complete not more than one (1) application for payment per month.

q) Review materials testing reports.

r) Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

s) Limitation of Responsibilities: ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract.

t) Provide an electronic project book at the close out of the project that includes all paperwork (change orders, pay request, closeout documentation).

C. Onsite Resident Project Representative

a) Duration of Construction Phase: The scope of services and associated estimation of man-hours and expenses which established the ENGINEER's budget are based upon a construction contract period of approximately 64 working days (80 calendar days to substantial completion and final completion within 90 calendar days).

b) Provide resident project representative for construction observation. Assumptions include: Full-time observation of water, sewer, and roadway items to prepare inspection reports and witness materials testing. If the Contractor requests and the City approves working on weekends or on a holiday, the Contractor will be required to reimburse the City for additional RPR time including overtime pay.

c) ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

(1) RPR, ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

(2) Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult the ENGINEER concerning acceptability.

(3) Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

(4) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

(5) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.

(6) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

(7) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a shop drawing or sample submittal for submittal not approved by ENGINEER.

(8) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

(9) Conduct on-site observations of the Contractor's work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.

(10) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

(11) Prepare a daily report, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER, and OWNER.

(12) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

(13) Recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.

(14) Report immediately to ENGINEER and OWNER the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

(15) Payment Request: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

(16) Participate in a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.

(17) Assist ENGINEER in producing "punch list" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

(18) Attend punch list walkthrough. Prepare punch list and coordinate with Contractor until final acceptance.

D. Materials testing is the responsibility of the contractor.

E. Record drawings for water and sewer will be prepared by the design engineer, JUB. Welch Comer will provide JUB a package containing redlines, observations and testing reports, and relevant submittal reviews. Additionally, Welch Comer will coordinate with JUB on items JUB wants to observe.

F. Construction Staking:

a) Establish survey control for use in the contractor's machine grading system. This will be completed once.

b) Striping and Signs: Striping and signs will be staked at intervals appropriate for construction. Striping will most likely be paint marks corresponding to the color for the striping. The actual location of all signs and guardrails will be set.

c) Drywells: Set hub and lath reference points for each manhole. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the manhole will be referenced on the offset closest to the manhole and will be marked to the nearest one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.

d) Offsets for Sewer Mains and Appurtenances: Set a hub and lath reference point. The first offset will be 25 feet from the manhole and each subsequent offset will be at 50-foot intervals on gravity lines and 100-foot intervals on force main tangents. Lath set for the sewer main will be marked with the plan station, offset distance to the centerline of the pipe and the cut to the invert elevation, to the nearest one-hundredth of a foot.

e) Storm Structures: Set hub and lath reference points for each structure. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the structure will be referenced on the offset closest to the structure and will be marked to the nearest

one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.

f) Offsets for Water Mains and Appurtenances: Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe along with a vertical cut to the pipe invert. The station and offset distance will be written to the nearest one-tenth of a foot.

g) Power and Light Poles: Set hub and lath reference points for each pole. The reference points will be two points marked with horizontal and vertical offsets to the pertinent elevation.

h) Saw cuts: The existing surface will be painted in white paint where possible for the purposes of saw cutting as noted on the plans. When it is not possible to paint the actual surface, Engineer will provide lath marked with appropriate offsets or paint marks on the curb or sidewalk. The maximum spacing will be 100 feet.

i) Subgrade - Rough Grade: Contractor is responsible for establishing rough grade. Owner shall be notified when subgrade is ready for independent surveyed field checks.

j) Subgrade - Fine Grade (Red Tops): Contractor is responsible for establishing subgrade. Owner shall be notified when subgrade is ready for independent surveyed field checks.

k) Top of Rock (Blue Tops): Contractor is responsible for establishing Top of rock. Owner shall be notified when subgrade is ready for independent surveyed field checks.

l) Concrete Flatwork, Curb, and Pathways: Hub and lath will be set at an offset distance of 3 feet to top back of curb. Cut/fill will be marked on each lath. New hubs with lath will also be set on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. The lath at the driveway will be marked with the overall driveway width. Sidewalk will only be staked when it is not connected to the curbing. Sidewalks will be staked in a manner similar to curbs.

m) Survey Monuments: During the preparation of the construction drawings, review of available records and field surveying was conducted to locate existing survey monuments within and adjacent to the project construction limits in accordance with Idaho Code 55-1613. Existing survey monuments are identified within the plans. Monuments identified as "Owner to replace" will be replaced at the expense of the Owner. All other monuments are intended to be preserved and if destroyed the replacement of said monuments is the responsibility of the Contractor. If monuments are replaced by the Contractor, the Engineer and the Owner will be notified by the Contractor upon re-establishment of the monuments and filing of appropriate documents in accordance with State Code.

G. Pre-Construction Utility Assistance:

a) Work with utility providers in advance of construction to assist in the new facility location. This may include setting of existing right of way, locating their planned location of new infrastructure and staking of new infrastructure.

H. Prepare Surface for Machine Grading:

a) Combine alignment, profile, and surface files provided by the design engineer and develop a surface that the contractor can use for machine grading.

b) Review Contractor's calibration report prior to machine grading.

II. Payments to Engineer for Services:

A. City shall pay ENGINEER for the services identified herein on a lump sum basis:

General Project Administration	$15,400
Construction Administration	$123,700
Construction Staking	$68,500
Lump Sum	**$207,600**

a) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total hourly amount unless approved in writing by the Owner.

b) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total lump sum amount unless approved in writing by the Owner.

B. City shall pay ENGINEER for the services identified herein on an hourly plus expenses basis with not to exceed amounts as follows:

Pre-Construction Utility Assistance	$10,000
Prepare Surface for Machine Grading	$7,500
Onsite Project Representative	$124,000
Onsite Project Representative (weekends/holidays)	$15,900
Total Hourly Plus Expenses Limit	**$157,400**

a) An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b) Engineer's Standard Hourly Rates are attached as Appendix 1.

c) Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

d) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total hourly amount unless approved in writing by the Owner.

e) Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total lump sum amount unless approved in writing by the Owner.

C. The City has agreements to incorporate HARSB force main infrastructure within the same bidding contract. HARSB's proportionate share is 25%. This does not impact Welch Comer's agreement, but is provided here for reference.

D. The City has agreements to incorporate HLID's force main infrastructure within the same bidding contract. HLID's proportionate share is 10%. This does not impact Welch Comer's agreement, but is provided here for reference.

III. Schedule:

A. The anticipated schedule is to move utilities in April and May, construct from mid to late June until mid to late August, and then closeout (provided the State issues the tax release) by the end of October.

This is **Appendix 1**, dated April 2026.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	$275.00/hour
Special Services – Accounting	190.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	310.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	260.00/hour
Construction Services Manager	250.00/hour
Construction Services Project Manager	160.00/hour
Sr. Project Manager	240.00/hour
Project Manager	215.00/hour
Engineer VII	270.00/hour
Engineer VI	215.00/hour
Engineer V	200.00/hour
Engineer IV	185.00/hour
Engineer III	165.00/hour
Engineer II	155.00/hour
Engineer I	145.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	150.00/hour
Sr. Engineer Tech II	145.00/hour
Sr. Engineer Tech I	130.00/hour
Engineering Technician	118.00/hour
Environmental Scientist	130.00/hour
Survey Manager	255.00/hour
Professional Land Surveyor II	205.00/hour
Professional Land Surveyor I	200.00/hour
Crew Chief II	150.00/hour
Crew Chief I	135.00/hour
Crew Member	118.00/hour
Survey Technician II	135.00/hour
Survey Technician I	130.00/hour
GIS Manager	165.00/hour
GIS Technician II	130.00/hour
GIS Technician I	115.00/hour
Engineering Designer I	155.00/hour
CAD Technician IV	145.00/hour
CAD Technician III	125.00/hour
CAD Technician II	120.00/hour
CAD Technician I	115.00/hour
Sr. Project Administrator	130.00/hour
Project Administrator	110.00/hour
Sr. Administrative Assistant	90.00/hour
Administrative Assistant	80.00/hour
No Charge Services	0.00/hour

This is **Appendix 2**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** April 2026.

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	$0.99/page
Ledger Size Copies/Impressions (B/W)	$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	$1.98/page
Cardstock Copies/Impressions (B/W)	$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	$0.99/page
Ledger Size Copies/Impressions (Color)	$1.03/page
Color Transparency	$2.49/page
Plot on Paper B&W (18" x 24")	$0.90/sheet
Plot on Paper Color (18" x 24")	$4.50/sheet
Plot on Paper B&W (18" x 27 ")	$0.90/sheet
Plot on Paper Color (18" x 27 ")	$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	$8.25/sheet
Plot on Paper B&W (22" x 34")	$1.80/sheet
Plot on Paper Color (22" x 34")	$9.00/sheet
Plot on Paper B&W (22" x 36")	$1.80/sheet
Plot on Paper Color (22" x 36")	$9.00/sheet
Plot on Paper B&W (24" x 36")	$1.80/sheet
Plot on Paper Color (24" x 36")	$9.00/sheet
Plot on Paper B&W (30" x 42")	$2.70/sheet
Plot on Paper Color (30" x 42")	$13.50/Sheet
Plot on Paper B&W (34" x 44")	$3.30/sheet
Plot on Paper Color (34" x 44")	$16.50/sheet
Plot on Paper B&W (36" x 48")	$3.60/sheet
Plot on Paper Color (36" x 48")	$18.00/sheet
Plot on Paper B&W (36" x 120")	$9.00/sheet
Plot on Paper Color (36" x 120")	$45.00/sheet
Water Pressure Recorder	$35.00/day
Mileage (auto)	Per Federal Rate
Meals and Lodging	Per Diem Rate
Mobile Lidar Scanner	$1,500/hr
Navvis Ivion Cloud Processing	$0.50/foot
UAV Flight	$75/each
Drone Survey Software	$450.00/each
Topo Feature Extraction Software	$40.00/hour
Aerial Lidar	$3,500/day
GPS Per Hour Billing	$35.00/hour
GPS Per Hour Billing – Base and Rover	$70.00/hour
Robotics Hourly Billing – 1 Man	$70.00/hour
Digital Level	$15.00/hour