

CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, February 26, 2015

7:30 p.m.

COUNCIL CHAMBERS
680 PARK AVENUE

The Mayor, City Council, and Staff welcome you to tonight's meeting. We appreciate and encourage public participation. If you wish to express your thoughts on a matter that the Council will be considering at this meeting, please contact them by email or personally. If you wish to comment on a matter that is NOT on the Agenda, you should comment during Agenda Item Number 4. An amendment to this Agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the Agenda item was not included in the original Agenda posting. Note: Items listed under "ACTION" in this agenda are potential outcomes; however, these matters have not yet been decided. City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived. Thank you for your interest in City Government.

1. **Call to Order and Roll Call.**
2. **Pledge of Allegiance.**
3. **Awards and Presentations:**
 - a. Employer Support of the Guard and Reserve (ESGR) Awards; and
 - b. 2014 CommUNITY Festival, Inc. Diversity Essay Contest Winners.
4. **Public Comment and Mayor's Response Time (Limit 15 Minutes):** *This is the opportunity for members of the public to speak to the City Council regarding matters that are NOT on the Agenda; NOT noticed for a public hearing; NOT currently pending before the Planning Commission or Board of Adjustment; NOT the subject of a pending enforcement action; and NOT relative to a City personnel matter. If you want to speak, please state your name and address for the record and please limit your remarks to three (3) minutes. The Mayor and/or staff may respond to comments from a previous meeting. NOTE: The Mayor may exercise discretion to decide if and when to allow public comment on an Agenda Item that does not include a public hearing. If the Mayor determines that your comments may be made later in the meeting, she will let you know when you may make your comments.*
5. **CONSENT AGENDA:** Any item will be removed from the Consent Agenda at the request of any member of the Council and that item will be considered separately later. Approval by roll call vote:
 - a. Items from the Mayor:
 1. Appointment of Kathy Hampton to serve as the City Clerk for the City of Idaho Falls, Idaho, effective April 5, 2015.
 2. Appointment of Gene Hicks to serve on the Board of Adjustment (Term to Expire December 31, 2019).

- b. Items from the City Clerk:
 - 1. Approval of Minutes from the February 9, 2015 Council Work Session, and the February 12, 2015 Regular Council Meeting.
 - 2. Approval of License Applications, all carrying the required approvals.
 - 3. Request for Council ratification for the publication of legal notices calling for public hearings on February 26, 2015.
- c. Items from the Airport Division:
 - 1. Request for approval of an Airport License Agreement with Intermountain Gas Company for a shared utility trench and authorization for the Mayor and City Clerk to execute the necessary documents. The City Attorney has reviewed said License Agreement.
 - 2. Request for approval of the Airport Ground Lease Agreement with Trinidad Limited LLC located at 1745 Foote Drive, No. 4, and authorization for the Mayor and City Clerk to execute the necessary documents. The City Attorney has reviewed said Lease Agreement.

ACTION: To approve all items on the Consent Agenda according to the recommendations presented.

6. **REGULAR AGENDA:**

A. **Planning and Building Division:**

1. **Public Hearing for Community Development Block Grant (CDBG) Fiscal Year 2015 Applications:** These are the applications for 2015 CDBG Funding. The Department of Housing and Urban Development requires a public hearing be conducted to discuss the applications, followed by a 30-day public comment period. Following the comment period, the Mayor and Council will finalize the funding allocations through approval of a Resolution. Public comment or other questions may be submitted to Lisa Farris, CDBG Administrator.

ACTION: No action to be taken at this time.

2. **Written Decision for the Reconsideration of Avalon Village, Division No. 1 Final Plat:** This is the written decision for the Council's reconsideration of the Final Plat for Avalon Village, Division No. 1. Idaho Code Section 67-6535(2)(b) requires a written decision be provided to the affected person requesting reconsideration within 60 days. At the February 12, 2015 Meeting, the Council discussed adopting the previously approved Reasoned Statement of Relevant Criteria and Standards as the written decision for the reconsideration. This document is now being presented to the Mayor and City Council for formal approval as the written decision.

ACTION: To approve the Written Decision for the Reconsideration of the Final Plat for Avalon Village, Division No. 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

B. Municipal Services Division:

1. **Tabulation and Award of Bid for Bid IF-15-06, Two (2) New 2015 or Newer Automated Side Load Refuse Container Bodies, Minimum 31 Cubic Yard Mounted on Two (2) New 2015 or Newer Cab and Chassis:** It is the recommendation of Municipal Services and of Public Works to accept the lowest responsible bid from Idaho Falls Peterbilt to furnish Two (2) New 2015 Labrie Automated Side Load Refuse Container Bodies mounted on Two (2) New 2016 Peterbilt Cab and Chassis for the lump sum amount of \$520,910.94 with the trade-in of Units No. 7036 and 7038.

ACTION: To accept the lowest responsive, responsible bid provided by Idaho Falls Peterbilt to furnish Two (2) New 2015 Labrie Automated Side Load Refuse Container Bodies mounted on Two (2) New 2016 Peterbilt Cab and Chassis in the lump sum amount of \$520,910.94 with the trade-in of Units No. 7036 and 7038 (or take other action deemed appropriate).

C. Public Works Division:

1. **Bid Award for Library Parking Lot Reconstruction Project:** On February 18, 2015, bids were received and opened for the Library Parking Lot Reconstruction Project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation in an amount of \$133,144.00, and authorization for the Mayor and City Clerk to sign contract documents.

ACTION: To approve the plans and specifications for the Library Parking Lot Reconstruction Project, to accept the lowest responsive, responsible bid provided by Knife River Corporation in the amount of \$133,144.00, and give authorization for the Mayor and City Clerk to execute the necessary contract documents (or take other action deemed appropriate).

2. **Professional Services Agreement - Traffic Signal Coordination Study:** This is a proposed Professional Services Agreement with Six Mile Engineering for the Traffic Signal Coordination Study for an amount not-to-exceed \$167,000.00. The proposed Agreement has been reviewed by the City Attorney. Public Works recommends approval of this Agreement, and authorization for the Mayor and City Clerk to execute the necessary documents.

ACTION: To approve the Professional Services Agreement with Six Mile Engineering for the Traffic Signal Coordination Study in a not-to-exceed amount of \$167,000.00, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Motion to Adjourn.

If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Rosemarie Anderson at Telephone Number 612-8414 or the ADA Coordinator Lisa Farris at Telephone Number 612-8323 as soon as possible and they will make every effort to adequately meet your needs.

CONSENT AGENDA:



Memorandum

To: Idaho Falls City Council
From: Rebecca Casper, Mayor
Date: February 20, 2015
Re: City Clerk, Appointment

I respectfully request confirmation of the appointment of Kathy Hampton to the position of Idaho Falls City Clerk effective April 5th, 2015. Attached please find the memorandum of recommendation from her direct Supervisor, Craig Rockwood.

Ms. Hampton has completed all of the necessary training for this position that is offered through the Association of Idaho Cities. She is prepared to assume the duties of the position. I had the pleasure of interviewing her and find her commitment to and understanding of the position to be very high. Having served for years as the Deputy Clerk, she has experience with all aspects of running the Clerk's office.

Though the appointment will not be effective for some time, this early appointment will facilitate the hiring and training of new Deputy Clerk as well as allow for transition planning as the current City Clerk, Ms. Rose Anderson prepares to retire.

Our city will be well served with Ms. Hampton in this position.



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

February 18, 2015

Dear Mayor Casper:

I respectfully request that you appoint Kathy Hampton to the Office of City Clerk at the Council Meeting on February 26th; to replace Rosemarie Anderson who is retiring after 31 years of service with the City of Idaho Falls. I suggest that the appointment become effective April 5th to coincide with Rose's retirement.

Kathy has been a valued City employee since April of 2007. She worked in the City Treasurer's Office until December of 2007, at which time she was hired as the City's Deputy Clerk. She has faithfully and honorably served in that position since.

I have interviewed Kathy for the position of City Clerk and feel she is very qualified to be appointed to this position. The seven years Kathy has worked in the Clerk's Office has given her the opportunity to be involved and experience every aspect of the duties performed by the City Clerk. Kathy has been instrumental, in a very positive way, in updating many of the functions performed in the Clerk's office. Kathy completed her training through the Association of Idaho Cities and Boise State University to become a Certified Municipal Clerk in March of 2014. Last September, Kathy was awarded the Mayor's 'Above and Beyond' Employee Recognition Award for her exemplary services to the City.

Kathy realizes it will not be easy to step into the shoes left by Rose but she is excited and committed to carry on and use her talents and expertise to build on the professionalism that has been constantly exhibited in the Clerk's office.

I, without reservation, support and recommend to you, that Kathy be appointed to the position of City Clerk.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Rockwood".

Craig Rockwood
Municipal Services Director



Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: February 23, 2015
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find the resumes for citizens I would like to appoint to serve on City Board Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires
Gene Hicks	Board of Adjustment	Planning and Building	12/31/2019

This applicant has been screened and subsequently recommended for appointment by the respective department director. I reviewed the application submitted (attached in your packet) and met with the recommended applicant. Upon review and reflection, I am confident that the following individual meets the criteria set for him in the city code and furthermore that he will make a positive contribution to the good work of the commission he will serve on.

I do recommend ratification of this appointment and it is my hope that that the Council will ratify these appointments at the Regular Council Meeting on Thursday evening, February 26, 2015. I request your confirming vote.

In addition to confirming vote, I also invite you to support the good work of our citizen volunteers. Their work improves the quality of community life in our city by a large measure.

If you have any questions or comments, please feel free to contact me.



City of Idaho Falls
Boards, Committees, and Commissions
Citizen Application

Name Gene Hicks
Mailing Address 1830 BALBOR DR. UNIT I Zip Code 83404
Email Address GHicks3313@AOL.com (Committee Communication sent via email)
Day Phone 208-757-7362 Message? Text? Night Phone Same # Message? Text?

I am an Idaho Falls Resident

I wish to serve on a City-wide Board, Committee or Commission. The following are my area(s) of interest:

Mayor's Office

- | | | |
|---|----------|------------|
| <input checked="" type="checkbox"/> Citizen Review Committees | One(1) | As Needed |
| <input type="checkbox"/> Mayor's Youth Advisory Committee | Three(3) | Bi-Monthly |

Fire Department

- | | | |
|--|---------|------------------|
| <input type="checkbox"/> Fire Code Appeals Board | Five(5) | Yearly/As Needed |
|--|---------|------------------|

Human Resources

- | | | |
|---|--------|-----------------------|
| <input type="checkbox"/> Civil Service Commission | Six(6) | Semi-Annual/As Needed |
|---|--------|-----------------------|

Library

- | | | |
|--|---------|-------------------|
| <input type="checkbox"/> Library Board | Five(5) | Monthly/As Needed |
|--|---------|-------------------|

Municipal Services

- | | | |
|---|-----------------|-----------|
| <input checked="" type="checkbox"/> City Safety Committee | Not Established | As Needed |
| <input type="checkbox"/> Civic Auditorium Committee | Two(2) | As Needed |

Parks and Recreation

- | | | |
|--|-----------------|-------------------|
| <input type="checkbox"/> Golf Advisory Board | Three(3) | Every Other Month |
| <input type="checkbox"/> Ice Arena Advisory Committee | Three(3) | Monthly |
| <input type="checkbox"/> Parks and Recreation Commission | Three(3) | Monthly |
| <input type="checkbox"/> Shade Tree Committee | Three(3) | Monthly |
| <input type="checkbox"/> Swimming Pool Advisory Committee | Not Established | Monthly |
| <input type="checkbox"/> Tautphaus Park Zoological Society | Three(3) | Quarterly |

Planning and Building

- | | | |
|---|-------------------|------------------------------------|
| <input type="checkbox"/> Beautification Commission ³ | Three(3) | 3 rd Wednesday |
| <input checked="" type="checkbox"/> Board of Adjustment | Five(5) | 2 nd Thursday/As Needed |
| <input checked="" type="checkbox"/> Building Code Board of Appeals | Three(3) | As Needed |
| <input type="checkbox"/> Electrical Board of Review | Two(2) & Three(3) | As Needed |
| <input type="checkbox"/> Historic Preservation Commission ² | Three(3) | 1 st Thursday |
| <input checked="" type="checkbox"/> Idaho Falls ADA Accessibility Commission ⁴ | Three(3) | As Needed |
| <input type="checkbox"/> Idaho Falls Business Assistance Corp | Staggering Terms | Quarterly/As Needed |
| <input type="checkbox"/> Idaho Falls Redevelopment Agency | Five(5) | 3 rd Thursday |
| <input type="checkbox"/> Mechanical Appeals Board | Three(3) | As Needed |
| <input checked="" type="checkbox"/> Planning Commission ¹ | Six(6) | 1 st Tuesday |
| <input type="checkbox"/> Plumbing Appeals Board | Three(3) | As Needed |

Police Department

- | | | |
|---|--------|-----------|
| <input type="checkbox"/> Traffic Safety Committee | Two(2) | As Needed |
|---|--------|-----------|

I don't see anything here that addresses senior citizens, senior facilities, ect. which I would also be interested in. (over)

BRIEF RESUME - Forrest E. (Gene) Hicks

Born Rip By, Idaho February 2, 1937. Raised on Farm, with 3 Brothers, About 3 1/2 miles west of Rip By - Last House on North End of Hitt Road

MARRIED TWICE. HAVE SON BY 1ST WIFE AND 3 SONS BY 2ND WIFE. YOUNGEST SON, LANCE HICKS, WAS ELECTRICIOTED IN SMALL IRRIGATION DITCH IN BIG CREEK FOOT AREA TWO YEARS AGO.

Joined Plumbers and Pipe Fitters Union after attending Trade School in Pocatello where I took welding - ARC, TIG and MIG. WORKED AROUND THE UNITED STATES AS PIPE WELDER FOR 10 YEARS.

Joined Morrison Knudsen Co. as Pipening Supt. and was assigned to Project in Williamsburg, VIRGINIA - An Anheuser Busch Brewery - From there Projects included Power Plants, Coal Fired and Nuclear, AN LNG Facility, COAST OF MARYLAND, Beet Processing Facility in Minnesota and Construction / Project MGR. AT ILLINOIS FOR 16 YEARS WAS RESPONSIBLE FOR ALL "Miscellaneous Projects" across the Site. This was Projects under 50 million Dollars

From there - Assigned as In-Country MGR. on the 1ST START / Treaty Project in the UKRAINE.

Moved over to Babtrel Co. and was responsible for 55-29 Disarmament in UKRAINE and 55-25 Disarmament in RUSSIA - Total time in former Soviet Union 16 1/2 years AS I SAID - BRIEF FOOT LINE OF MY WORK HISTORY
Gene H. Hicks
(See Back)



2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: February 26, 2015

SUBJECT: **Consent Agenda: Airport License Agreement – Intermountain Gas**

Attached for your consideration is an Airport license agreement between the City of Idaho Falls, Idaho and Intermountain Gas for a shared utility trench.

City Attorney has reviewed said agreement.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis", written over a horizontal line.

Craig H. Davis
Airport Director

C: City Clerk

LICENSE AGREEMENT FOR SHARED UTILITY TRENCH
AND LONGITUDINAL OCCUPATION

THIS LICENSE AGREEMENT FOR SHARED UTILITY TRENCH (hereinafter "License Agreement") made this ____ day of _____, 2014 between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, whose address is P.O. Box 50220 (hereinafter "CITY"), and Intermountain Gas, whose address is 1527 Hollipark Drive, Idaho Falls, Idaho 83401 (hereinafter "LICENSEE").

W I T N E S S E T H:

CITY, in consideration of the covenants and conditions hereinafter stated on the part of LICENSEE to be kept and performed, hereby permits, as a temporary license, LICENSEE to install, maintain, repair, alter, renew, relocate and ultimately remove:

An underground utility pipe as hereinafter more fully described on the attached Exhibit "A."

LOCATION: Grandview Drive, County of Bonneville, State of Idaho.

In accordance with construction plans, submitted by LICENSEE to and approved by CITY, incorporated herein by reference; also in accordance with current CITY sewer and road construction specifications; all and any part thereof being hereinafter referred to as the "Facilities"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by LICENSEE, to wit:

1. LICENSEE shall pay to CITY upon execution hereof, the sum of One Dollar (\$1) for the initial cost of the license and fees.
2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in this License Agreement. No departure shall be made at any time therefrom except upon prior permission in writing granted by CITY.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating, or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by CITY, and as will not interfere with the proper and safe use, operation, and enjoyment of the property of CITY. LICENSEE, at its own cost and expense, shall when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that employees, equipment and materials are safe.
3. If LICENSEE desires or is required, as herein provided, to revise, renew, add to, or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to CITY and obtain the written approval before any work or alteration of the Facilities is performed and the terms and conditions of this License Agreement with respect to the

original construction shall apply thereto.

4. (a) LICENSEE shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from CITY and requiring it so to do, promptly make such repairs and renewals thereto as safeguarding its property, traffic, patrons, or employees from damage or injury, may with or without notice to LICENSEE at any time make such repairs and renewals there to and furnish such material therefor as it deems adequate and necessary all at the sole cost and expense of LICENSEE.

(b) In the event of an emergency, LICENSEE shall take immediate steps to perform any necessary repairs, and in the event LICENSEE fails to do so, CITY will perform said necessary repairs at the sole cost and expense of CITY.

5. The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation, and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of CITY.

6. LICENSEE shall comply with all Federal, State, and local laws, and assume all cost, expense, and responsibility in connection therewith, without any liability whatsoever on the part of CITY.

7. (a) It is understood between the parties hereto that the operations of CITY at or near the Facilities involve some risk, and LICENSEE as part of the consideration for this license hereby release and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of CITY that are over, under, upon, or in the property and facilities of CITY including the loss of or interference with service thereof and except to the extent attributable to the fault, failure or negligence of CITY.

(b) LICENSEE also covenants and agrees to and shall at all times indemnify, protect, and save harmless CITY from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs, and charges which the said CITY may directly or indirectly suffer, sustain, or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, or removal of said Facilities in, on, about, or from the premises of CITY whether such losses and damages be suffered or sustained by CITY directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including LICENSEE, its employees and agents who may seek to hold CITY liable therefor, except to the extent attributable to the fault, failure or negligence of CITY or otherwise, the burden of proof of such being on LICENSEE. IRRESPECTIVE OF THE ABOVE, AND REGARDLESS OF THE FAULT OF CITY, UNDER NO CIRCUMSTANCES SHALL CITY HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR

EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION, OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT, OR FROM THE PREMISES OF CITY DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM THE SAME.

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation, and removal of said Facilities shall be borne by LICENSEE.
9. LICENSEE shall, at its sole cost and expense, upon request in writing of CITY, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of CITY, to another location, to permit and accommodate changes to the facilities of CITY upon land now or hereafter owned or used by CITY to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale, or disposal of the premises or any part thereof encumbered by this license, then said LICENSEE shall make such adjustments or relocations in its Facilities as are over, upon, or in the property and facilities of CITY as may be required by said CITY; and if LICENSEE shall fail or refuse to comply therewith, then the duly authorized agents of CITY may make such repairs or adjustments or changes in location and provide necessary material therefor.
10. Upon termination of this Agreement, or upon the removal or abandonment of the Facilities covered hereby, all the rights, title, and interest of LICENSEE hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and LICENSEE shall remove its Facilities and appurtenances from CITY property, and right-of-way and all property of CITY shall be restored in good condition and to the satisfaction of CITY. If LICENSEE fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, CITY shall be privileged to do so at the cost and expense of LICENSEE, and CITY shall not be liable in any manner to LICENSEE for said removal.
11. In the event the Facilities consist of an underground occupation, LICENSEE will be responsible for any settlement caused to the roadbed, right-of-way, facilities, and appurtenances of CITY arising from or as a result of the installation of said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and LICENSEE agrees to pay to CITY on demand the full cost and expense therefor.
12. As part of the consideration of the within License Agreement, LICENSEE covenants

and agrees that no assessments, taxes, or charges of any kind shall be made against CITY or its property by reason of the construction of said Facilities of LICENSEE, and LICENSEE further covenants and agrees to pay to CITY promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may levied, charged, assessed or imposed against CITY or its property by reason of the construction and maintenance of said Facilities of LICENSEE.

13. The rights conferred hereby shall be the privilege of LICENSEE only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of CITY being first had and obtained.
14. This License Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
15. This License Agreement shall take effect after signed by both parties.
16. Environmental Compliance.

(a) Without limiting any other provisions of this License Agreement, LICENSEE, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules, and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless, and defend CITY from and against any and all suits, actions, proceedings, fines, claims, or cleanup, response, removal, or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except to the extent such violation shall have been caused solely by the fault of the CITY.

(b) In the event any cleanup, response, removal, or remediation of any environmental condition is caused by the actions of LICENSEE and is required by a governmental entity (hereinafter collectively referred to as "Response Action"), LICENSEE shall not be entitled to any damages, actual, or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. LICENSEE shall not be entitled to an abatement in the rent for any interference with LICENSEE's use of the Facilities due to a Response Action. LICENSEE shall permit CITY and its contractor's full, unrestricted, and unconditional access to the Facilities for the purpose of completing or engaging in a Response action for which LICENSEE is responsible should LICENSEE fail to diligently pursue and complete such Response Action to the satisfaction of CITY. CITY's completion of any LICENSEE's obligations hereunder shall not be deemed a waiver of LICENSEE's obligations hereunder shall not be deemed a waiver of LICENSEE's obligations under this

CENTERLINE DESCRIPTIONS FOR UTILITY AGREEMENT PURPOSES

3 strips of land located at the Idaho Falls Regional Airport located in the S1/2 of the NW1/4 of Section 14, Township 2 North, Range 37 East, Boise Meridian, City of Idaho Falls, Bonneville County, Idaho, lying parallel with and 5.00 feet left and right of the following described centerlines:

STRIP 1

COMMENCING at the west one-quarter corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 1215803, Records of Bonneville County, Idaho), from which the Northwest corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 500736, Records of Bonneville County, Idaho), bears N.00°21'46"W., 2630.51 feet; thence, along the south boundary of the SW1/4 of the NW1/4,

N.89°34'59"E., 1234.05 feet; thence,

N.00°25'01"E., 80.71 feet to the **POINT OF BEGINNING**; thence, along the following described centerline,

Northerly along a curve to the right, having a radius of 140.00 feet, an arc length of 123.71 feet, through a central angle of 50°37'44", and a long chord which bears N.12°36'43"E., 119.72 feet; thence, tangent from said curve,

N.37°55'35"E., 593.96 feet to the beginning of a tangent curve; thence,

Northeasterly along said curve to the right, having a radius of 134.00 feet, an arc length of 58.92 feet, through a central angle of 25°11'37", and a long chord which bears N.50°31'23"E., 58.45 feet; thence, tangent from said curve,

N.63°07'12"E., 116.54 feet to the beginning of a tangent curve; thence,

Northeasterly along said curve to the left, having a radius of 86.00 feet, an arc length of 37.78 feet, through a central angle of 25°10'07", and a long chord which bears N.50°32'08"E., 37.47 feet; thence, tangent from said curve,

N.37°57'05"E., 461.96 feet to the **POINT OF TERMINUS**.

The above described parcel **CONTAINS** 13,929 square feet (0.320 Acres), more or less.
SUBJECT TO: Record documents.

STRIP 2

COMMENCING at the west one-quarter corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 1215803, Records of Bonneville County, Idaho), from which the Northwest corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 500736, Records of Bonneville County, Idaho), bears N.00°21'46"W., 2630.51 feet; thence, along the south boundary of the SW1/4 of the NW1/4,

N.89°34'59"E., 1231.83 feet; thence,
N.00°25'01"E., 93.88 feet to the **POINT OF BEGINNING**; thence, along the
following described centerline,
N.77°34'42"E., 58.56 feet; thence,
N.80°14'29"E., 98.48 feet; thence,
N.82°39'01"E., 72.45 feet; thence,
S.07°06'29"E., 40.84 feet to the **POINT OF TERMINUS**.

The above described parcel **CONTAINS** 2,703 square feet (0.062 Acres), more or less.
SUBJECT TO: Record documents.

STRIP 3

COMMENCING at the west one-quarter corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 1215803, Records of Bonneville County, Idaho), from which the Northwest corner of said Section 14 (Corner Perpetuation & Filing Record Inst. No. 500736, Records of Bonneville County, Idaho), bears N.00°21'46"W., 2630.51 feet; thence, along the south boundary of the SW1/4 of the NW1/4,

N.89°34'59"E., 1949.46 feet; thence,
N.00°25'01"E., 1255.44 feet to the **POINT OF BEGINNING**; thence, along the
following described centerline,
S.51°28'26"E., 253.25 feet to the **POINT OF TERMINUS**.

The above described parcel **CONTAINS** 2,533 square feet (0.058 Acres), more or less.
SUBJECT TO: Record documents.

Agreement. CITY shall have the right, but not the obligation, to conduct reasonable inspections of LICENSEE's Response Action and LICENSEE shall provide CITY all information requested by CITY regarding LICENSEE's Response Action or any environmental condition for which LICENSEE is responsible.

17. LICENSEE shall maintain a policy of comprehensive general liability and for at least Five Million Dollars (\$5,000,000) combined single limit, bodily injury and property damage per occurrence, Five Million Dollars (\$5,000,000) aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with CITY, an endorsement adding CITY as an additional insured and providing the CITY thirty (30) days' Notice of Cancellation or intent not to renew. LICENSEE shall furnish certificates to CITY and provide not less than thirty (30) days' notice of cancellation or materials change in coverage.

The terms of this License Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "13" of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

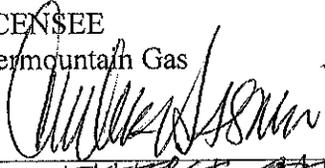
CITY

City of Idaho Falls, Idaho

By _____
Rosemarie Anderson, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

LICENSEE
Intermountain Gas

By 
Its: DEPT OPERATIONS MGR.

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

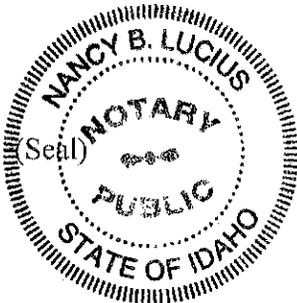
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF Idaho)
) ss.
County of Bonneville)

On this 18th day of February, 2014, before me, the undersigned, a notary public for Idaho, personally appeared Charlie Hoopes, known to me to be the District Op Manager of Intermountain Gas, that executed the foregoing document, and acknowledged to me that he/she is authorized to execute the same for and on behalf of said Company.

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



Nancy Lucius
Notary Public of Idaho
Residing at: 5709 Aptone Dr. D. Falls.
My Commission Expires: April 21 2015



2140 N. Skyline Drive #12
Idaho Falls, ID 83402
Phone: (208) 612-8224
Fax: (208) 612-8517

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Craig H. Davis, Airport Director
DATE: February 26, 2015
SUBJECT: **Consent Agenda: Airport Ground Lease Agreement –
Trinidad Limited LLC**

Attached for your consideration is an Airport ground lease agreement between the City of Idaho Falls, Idaho and Trinidad Limited LLC located at 1745 Foote Dr. #4.

City Attorney has reviewed said Lease.

The Airport Division respectfully requests approval and authorization for the Mayor and City Clerk to sign and execute said document.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig H. Davis". The signature is fluid and cursive, with a prominent initial "C" and a long, sweeping tail.

Craig H. Davis
Airport Director

C: City Clerk

IFRA
Idaho Falls Regional Airport
Non-Commercial Lease Agreement

AIRPORT LEASE AGREEMENT

Lease Agreement, made and entered this 18th day of December, 2014 by and between the CITY OF IDAHO FALLS, a municipal corporation of Bonneville County, Idaho, herein referred to as IDAHO FALLS REGIONAL AIRPORT herein referred to as "IFRA", and TRINIDAD LIMITED, LLC. Whose address is 2860 Channing Way, Suite 112, Idaho Falls, Idaho 83404, herein referred to as "LESSEE";

WITNESSETH:

For and in consideration of the mutual covenants, conditions and obligations set forth herein, the parties agree as follows:

1. Premises. IFRA agrees to lease to LESSEE, subject to the full and faithful performance of the terms, conditions and covenants contained herein the premises located at IFRA, at 1745 Foote Drive #4, Idaho Falls, Idaho 83402, which premises is legally described in Exhibit "A" and Exhibit "B" (a legal description and plot plan showing the location of the improvements on the premises) attached hereto.
2. Rental and Payment. LESSEE agrees to pay to IFRA as rental for the demised premises:
 - A. \$514.46 per annum for 1,690.5 square feet leased, as described in Exhibit "A" and as depicted in Exhibit "B", at an initial rate of \$.3043 cents per square foot per annum, and,
 - B. If applicable, an infrastructure fee of \$.10 (ten) cents per square foot per-annum of the leased area in 2.A to reimburse CITY for the construction of water/sewer and other improvements.

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The total amount owed under 2.A and 2.B above is \$514.46 (total lease payment due per annum). However, that at the expiration of the first (5) years of this Agreement and on each successive five-year period thereafter throughout the term of this Agreement, or any extensions thereof, the amount of such rental shall be adjusted by multiplying the original rental by a fraction determined as follows: The U.S. Consumer Price Index of all Urban Consumers (CPI-U), U.S. City Average as determined by the U.S. Department of Labor, Bureau of Labor Statistics as denominator, and the most current CPI-U available at the time of such adjustment, as numerator. Rental shall be due and payable in advance on or before January 10th of each year. LESSEE shall be subject to a late payment penalty of 1.5% per month or \$30 per day for every day the payment is late, whichever is greater.

3. Term. The initial term of this Lease Agreement is Five (5) years and shall commence on January 1, 2015, and shall terminate on December 31, 2019 and that LESSEE shall have the right to renew this Lease Agreement for one (1) additional term of five (5) years. At each of the five-year renewal options, the Agreement shall be brought into conformity with then-existing leases for lease rate, insurance and other provisions which are required by federal or state law or regulation. LESSEE shall give CITY at least sixty (60) days written notice prior to the expiration of the term hereof, or subsequent renewal term, of its intention to exercise such right of renewal.


Idaho Falls Regional Airport
Non-Commercial Lease Agreement

Note: New Construction Lease Agreements are normally twenty (20) years plus two (2) five year options. Lease Renewals are normally for five (5) years unless major improvements are made to the hangar. After the twenty (20) year renewal, only five-year extensions should be offered unless the facilities are brought to like-new condition.

a. LEASE RENEWALS:

CITY reserves the right to renew or not renew Lease Agreements based on future plans for the AIRPORT including the current Airport Master Plan and/or other aviation uses which may be more desirable to the IFRA. In order to maintain a high standard of hangar quality, improvements to bring hangar maintenance up to date will be one consideration of Lease Agreement renewal.

- i. A five (5) year Lease Agreement renewal may be offered unless major upgrade, repair, and maintenance are done to the hangar.
- ii. A term of up to twenty (20) years will be considered if the LESSEE provides a facility condition assessment report prepared by an independent, qualified contractor, approved by the CITY in writing, attesting to the condition of the leasehold improvements. The facility condition assessment report must indicate what improvements and maintenance need to be accomplished to bring the condition of the leasehold improvement up to a standard that is "like new" or "reconditioned" for the ongoing twenty (20) year period.
- iii. Reversion. All Lease Agreement renewals are subject to a "reversion" clause. Upon termination of a Lease Agreement whereby improvements to AIRPORT property were made by LESSEE or Operator, LESSEE or Operator shall agree that all said improvements as well as the property leased to it, shall, without compensation from the CITY, become the property of the CITY. Under no circumstances shall the party to such Lease Agreement be entitled to any payment by reason of the value of its business or franchise. LESSEE



Idaho Falls Regional Airport
Non-Commercial Lease Agreement

may remove improvements from the AIRPORT at LESSEE'S cost provided Lessee is not in default of its Lease Agreement.

4. Infrastructure Fees. An Infrastructure Fee for all new construction for Public improvements, including but not limited to water, power, sewer that have been constructed which LESSEE has the use and benefit of, and for construction and ongoing maintenance of taxi lanes serving the LESSEE hangars. LESSEE agrees to pay (\$.10) ten cents per square foot per annum, or a minimum fee of (\$200.00) Two-Hundred Dollars per annum for its share of those improvements.

5. Airport Privileges. LESSEE is granted the privilege of using, in common with the public, all existing or future public aeronautical facilities at the IFRA, including but not limited to the landing area, its extensions, additions, roadways, runways, ramps, aprons, taxiways, public air navigation facilities, radio aids, beacons, control towers, signals, floodlights, landing lights, and all other conveniences now or hereafter provided for flying, landing or taking off of aircraft, subject to such reasonable rules, regulations, charges, fees or other costs which may be generally promulgated or established by IFRA or its authorized agents, including the Airport Director, provided, however, that nothing herein shall be construed to grant an exclusive right to LESSEE, and IFRA expressly retains the privilege of entering into other agreements which authorize any lawful use of such AIRPORT facilities upon such terms and conditions as may be determined by IFRA.

6. Improvements/Building Requirements.



Idaho Falls Regional Airport
Non-Commercial Lease Agreement

- a. All structures erected on the AIRPORT premises shall meet the Idaho Falls Building Code. All such structures shall be of a design harmonious with the surrounding structures. All structures will be located in the areas specified for their particular use on the Airport Layout Plan.
 - b. All buildings, leased areas, and privately owned facilities must be maintained in accordance with pertinent CITY ordinances, rules and regulations.
 - c. Access shall be provided the CITY to all buildings for periodic inspection purposes.
 - d. Prior CITY approval must be obtained before any structural alterations, repair, or additional equipment installation.
 - e. All refueling and fuel storage installations will be located only in the areas so designated on the Airport Layout Plan.
 - f. All facilities and areas at the Airport shall be used only for purposes directly connected with, or in incident to, aviation (Accepting only those areas designated by CITY for AIRPORT Industrial Park, agriculture, or recreation.)
 - g. All new construction or alteration required an FAA for 7460 to be filed and approved by Federal Aviation Administration (FAA) prior to approval of improvements by CITY.
6. Limitation on Use.
- a. This Lease Agreement shall be subject to FAA's policy on non-aeronautical use of AIRPORT hangars which requires that AIRPORT's charge LESSEE off AIRPORT fair market rent for hangars not being utilized for aeronautical purposes. These fees will be set by the CITY.
 - b. Small amounts of non-aeronautical property of the hangar owner or LESSEE may be allowed so long as airplanes can easily be accessed and at least the number of aircraft the hangar was built for can access and be parked in the hangar.
 - c. Temporary use of the hangar to park a personally owned vehicle while the aircraft is flying away from the AIRPORT is permitted.
 - d. The N number of all aircraft stored in the hangar shall be reported to the Airport Director annually on October 1st of each year.

IFRA
Idaho Falls Regional Airport
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- e. Failure to report the N number of the aircraft stored in the hangar will result in a de-facto presumption that the hangar is being used for a non-aeronautical purpose and the lease rate will be adjusted to a rate set by the CITY which represents an off AIRPORT non-aeronautical use fee.
 - f. Non-aeronautical use of a hangar must be reviewed by FAA and if approved cannot exceed five (5) years.
 - g. Failure to use a hangar for aeronautical purposes as defined by FAA shall result in a presumption that the Lease Agreement terms have been violated and that the Lease Agreement can be cancelled at the option of the CITY.
 - h. A private motor vehicle may be parked in the aircraft hangar when the stored aircraft is away from the AIRPORT.
8. Utilities. LESSEE will pay for specific utility extension fees required and will pay all utility fees as such utilities are billed for water, electricity, telephone and sewer.
9. Maintenance of Leased Premises. LESSEE agrees to keep the Leased Premises clear of any debris, trash, weeds, clutter or other unattractive items of personal property. LESSEE shall also keep the Leased Premises in good state of repair and shall maintain the same in neat and attractive conditions. Should LESSEE fail to maintain its Leased Premises within thirty (30) days of written notification from the Airport Director then IFRA can arrange for the cleanup of the leasehold and bill the LESSEE for costs incurred including IFRA personnel and equipment.
10. Waste. LESSEE agrees not to commit nor permit any waste, or destruction of the Leased Premises or the improvements thereon, and shall upon the expiration of the term hereof, return the premises to IFRA in as good a condition as the same now exists.

IFRA
Idaho Falls Regional Airport
Non-Commercial Lease Agreement

11. Compliance With Applicable Law. LESSEE agrees at all times herein to comply with all applicable rules, regulations, ordinances, statutes and administrative laws of the CITY of Idaho Falls, the State of Idaho, the United States of America or any agency or political subdivisions thereof having jurisdiction over the Leased Premises. LESSEE further agrees to comply with all reasonable rules and regulations, Minimum Standards for Commercial Aviation Activity, and to provide proof of insurance in the amount generally promulgated by the Airport Director for the CITY, which said rules and regulations pertain to the use, operation or maintenance of the IFRA.

12. Compliance with Environmental Laws. LESSEE agrees not to store, dispose, use or allow the use of any "hazardous substance" or "hazardous waste" upon the Leased Premises, as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", 42 U.S.C. § 9601, et seq.) the Clean Water Act ("CWA", 33 U.S.C. § 1251, et seq.), the Clean Air Act ("CAA", 42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act ("TSCA", 15 U.S.C. § 2601, et seq.), the Resource Conservation and Recovery Act of 1976 ("RCRA", 42 U.S.C. § 6901, et seq.), the Idaho Environmental Protection and Health Act of 1972 ("IEPHA", Title 39, Chapter 1, Idaho Code), the Idaho Hazardous Waste Management Act of 1983 ("IHWMA", Title 39, Chapter 44, Idaho Code), or any other similar state or federal law or regulation regulating the use, storage, transport or manufacture of a hazardous substance (such laws and regulations are hereafter referred to as "Environmental Laws"), without first



Idaho Falls Regional Airport
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sending written notice of such intended use to IFRA at least sixty (60) days prior to the commencement of such use. Such notice shall specifically describe the hazardous substance involved the reason for such use and all methods, precautions and procedures to be employed by LESSEE to ensure such hazardous substance is not released into the environment. IFRA also agrees to strictly comply with all terms and provisions of such acts, statutes and laws, and any other similar environmental law or any rule or regulations, enacted or promulgated after the date hereof, and to design and construct all facilities in a manner which reasonably ensures hazardous substances will not be released into the environment. IFRA may prohibit the use, storage, or deposit of such substances until LESSEE demonstrates to IFRA complete satisfaction that such proposed use will comply in every respect with such laws and that such use will be conducted in a proper and safe manner. IFRA, and its agents, attorneys, employees, consultants and contractors, hereby reserve the right to enter upon and inspect the real property and facilities leased hereby at any time for the purpose of determining LESSEE'S compliance with the provisions of this paragraph, including without limitation the right to perform such inspections, examinations, subsurface testing, soils and ground water testing and other tests necessary to protect IFRA interest in the property and ensure LESSEE'S compliance with the terms and provisions of this paragraph.

If LESSEE gives notice of an intent to use such hazardous substances, IFRA may require that Lessee annually submit a written site assessment and environmental audit to IFRA, in scope, form and substance satisfactory to IFRA and prepared by an



Idaho Falls Regional Airport
Non-Commercial Lease Agreement

independent, competent and qualified licensed engineer showing that the engineer has conducted an environmental audit of the Leased Premises, consistent with good commercial and customary practice and certifying that no evidence or indication came to light which would suggest there has been a release of hazardous substances on the demised Leased Premises or which would necessitate an environmental response action by the United States government or the State of Idaho, or any agency thereof. Such assessment shall further certify that LESSEE'S use of the Leased Premises and the condition of the Leased Premises complies with and does not deviate from all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder. If any environmental response action is initiated by any federal or state agency as a result of LESSEE'S use, storage, generation, disposal or transport of hazardous substances upon the demised Leased Premises, IFRA may require such environmental audit and inquiry be conducted more frequently than annually and as frequently as necessary to ensure LESSEE'S compliance with the terms and provisions hereof. If any environmental response action is initiated or taken by any state or federal regulatory agency as a result of such use by LESSEE, IFRA may require LESSEE to post and deliver a performance bond or policy of insurance indemnifying and holding the CITY harmless from any and all reasonable foreseeable costs, penalties, fines or response costs of any kind which may be assessed by such agency on account of LESSEE'S failure to comply with the provisions of such environmental laws and regulations, as a condition for LESSEE'S continued use of the Leased Premises pending determination by court of law of



Idaho Falls Regional Airport
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LESSEE's compliance with such statutes. If LESSEE fails to strictly comply with the Environmental Laws, IFRA may immediately and without prior notice enter upon the Leased Premises and take such response action as reasonably necessary to bring the property into compliance with such laws and comply with any response action taken by any agency charged with the enforcement thereof. In such event, all costs, expenses and consultants' fees incurred by IFRA for such response or remediation effort shall be promptly and immediately paid by LESSEE, and together with interest at a rate of twelve percent (12%) per annum until paid, from the date such costs were incurred by IFRA.

If LESSEE has used, stored or transported a hazardous substance or waste upon the Leased Premises, IFRA may, at the termination of this Lease Agreement, perform an environmental audit of such scope and extent determined necessary by IFRA, in order to determine LESSEE'S compliance with the terms and provisions of this paragraph. Such audit shall be performed at the sole expense of LESSEE.

LESSEE agrees to indemnify and save IFRA harmless from any and all damages, remedial orders, judgments, decrees, costs and expenses, including but not limited to attorney's fees, consultants' fees, clean-up costs, removal and response costs arising from LESSEE'S failure to strictly comply with the terms and provisions of this paragraph. The terms and provisions of this paragraph shall survive the termination of this Lease Agreement and shall remain in effect for the full period of any statute of limitations with respect to the enforcement of the Environmental Laws or the terms and



Idaho Falls Regional Airport
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conditions of this Lease Agreement, whichever is longer. Nothing herein shall be deemed to impose upon LESSEE any obligation or duty to indemnify IFRA on account of any violation of the Environmental Laws by IFRA or by any leaseholder who was in possession of the demised premises prior to the commencement of the term of this Lease.

13. Subordination to Agreements With United States Government. This Lease Agreement shall be subordinate to any existing or future Lease Agreement which may be made between IFRA and the United States Government for military or national emergency use of part or all of the AIRPORT, the landing area, publicly-owned air navigation facilities or other aeronautical facilities or areas of the AIRPORT. This Lease Agreement also shall be subordinate to any existing or future Lease Agreements between IFRA Lessor and the United States of America or the State of Idaho, the execution of which has been or may be required as a condition precedent to the expenditure of funds, allocations or grants for the development of the AIRPORT.
14. Discrimination. LESSEE shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Federal Aviation Regulations or other applicable state or federal law.
15. Interference With Operation of Airport. IFRA reserves the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against any obstruction which would limit the usefulness of the AIRPORT or constitute a hazard to

IFRA
Idaho Falls Regional Airport
Non-Commercial Lease Agreement

aircraft or which would otherwise interface with the safe or efficient operation of the AIRPORT.

16. Indemnification. LESSEE agrees to indemnify, defend and hold CITY, its agents, officers, representatives, and employees harmless from any and all costs, expenses, fees, penalties, liability or loss resulting from any claim or claims, of any kind or nature, arising directly or indirectly from the acts of LESSEE, its agents, servants, guests, employees or invitees, under this Lease Agreement or by reason of any act or omission of Lessee.

17. Assignment and Subletting. LESSEE shall not assign, mortgage, encumber, sublease or transfer this Lease Agreement or any part thereof, or improvements thereon or any privileges arising hereunder, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
 - a. Any financing proposed for the leasehold Leased Premises shall be subordinate to the interests of CITY and the lien holder shall be responsible to cure lease violations, including but not limited to, delinquent lease fees, violation of Airport Rules and Regulations, failure to provide insurance, and Violation of Airport Minimum Standards.
 - b. Subleasing for the storage of aircraft may be permitted if the LESSEE provides proof of adequate insurance, including hangarkeepers insurance if required and a written agreement with the sublease party to provide adequate insurance and follow airport rules and regulations.
 - c. Sale of the leasehold will require approval of a separate Lease Agreement transfer/assignment along with payment of lease transfer fees.



Idaho Falls Regional Airport
Non-Commercial Lease Agreement

18. Termination of Lease. LESSEE agrees to surrender and quit the Leased Premises immediately upon the termination of this Lease Agreement.

19. Default. In the event LESSEE shall file or have filed against it a petition under the Bankruptcy Act, or shall make an assignment for the benefit of creditors, become insolvent, or fail to fully and faithfully comply with the terms and provisions hereof, then in such event, LESSEE shall be deemed to be in default of this Lease Agreement, and in the event LESSEE shall fail to cure such default within thirty (30) days after written notice shall have been given to them by IFRA in a manner provided here in below, CITY may elect to terminate this Lease Agreement or alternately or in addition thereto, the CITY may pursue any other remedies at law or in equity to enforce the performance of this Lease Agreement or to recover damages for the breach thereof. Such notice shall generally set forth the nature of the default claimed by LESSOR.

20. Notices. All notices required under the terms of this Lease Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid, certified mail, returned receipt requested, addressed to the receiving party at the address set forth below, or such other addresses as may be given in writing delivered to the sending party. All notices shall be deemed to be received upon their deposit in the United States mail in the manner provided above. For the purposes of this paragraph, the parties' addresses are as follows:

IFRA
Idaho Falls Regional Airport
Non-Commercial Lease Agreement

Idaho Falls Regional Airport
Airport Director
2140 N Skyline Drive #12
Idaho Falls, Idaho 83402

William Wilson
Trinidad Limited, LLC
2860 Channing Way, Suite 112
Idaho Falls, Idaho 83404

21. Venue and Applicable Laws. This Lease Agreement is governed by the laws of the State of Idaho. The venue for any action or suit arising from the terms and conditions of the Lease Agreement shall be in the District Court of the Seventh Judicial District, Bonneville County, State of Idaho.
22. Attorney's Fee. In the event either party is required to commence legal action to enforce the terms and provisions hereof, the prevailing party shall be entitled to recover from the defaulting party a reasonable attorney's fee and court costs as determined by the court.
23. Waiver/Invalidity. If either waives a breach of this Lease Agreement, such waiver shall not be construed as a waiver of any other simultaneous or subsequent breach of this Lease Agreement. If any provision of this Lease Agreement is found invalid, such invalidity shall not affect the enforcement of any other term or provision of this of this Lease Agreement

IFRA
Idaho Falls Regional Airport
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24. Binding Effect. This Lease Agreement shall be binding upon the heirs, successors, personal representatives or assigns of the parties hereto.
25. Complete Lease Agreement. The parties acknowledge and agree that this writing shall constitute the complete and final Lease Agreement of the parties hereto, that all prior negotiations, representations or understandings of the parties shall be deemed to merge into and are superseded by this Lease Agreement. The parties further agree that any prior written agreements regarding the demised Leased Premises, between the parties or between IFRA and LESSEE'S predecessor, shall be superseded by this Lease Agreement. This Lease Agreement may be amended only by written agreement duly and regularly executed by the parties hereto.

IFRA
Idaho Falls Regional Airport
Non-Commercial Lease Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

LESSOR:

CITY OF IDAHO FALLS

City Clerk

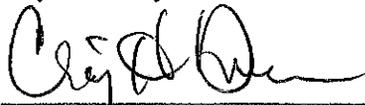
By: _____
Rebecca L. Noah Casper
Mayor

LESSEE:

By:  _____

APPROVED AS TO FORM:

Randy Fife
City Attorney



Craig Davis
Airport Director



Idaho Falls Regional Airport
Non-Commercial Lease Agreement

STATE OF IDAHO)
)ss.
County of Bonneville)

On this _____ day of _____, 2014 before me, the undersigned, a Notary Public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

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

(SEAL)

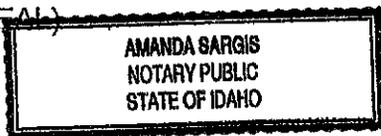
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 19th day of February, 2016 before me, the undersigned, a Notary Public for Idaho, personally appeared William Wilson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (she) executed the same.

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

(SEAL)

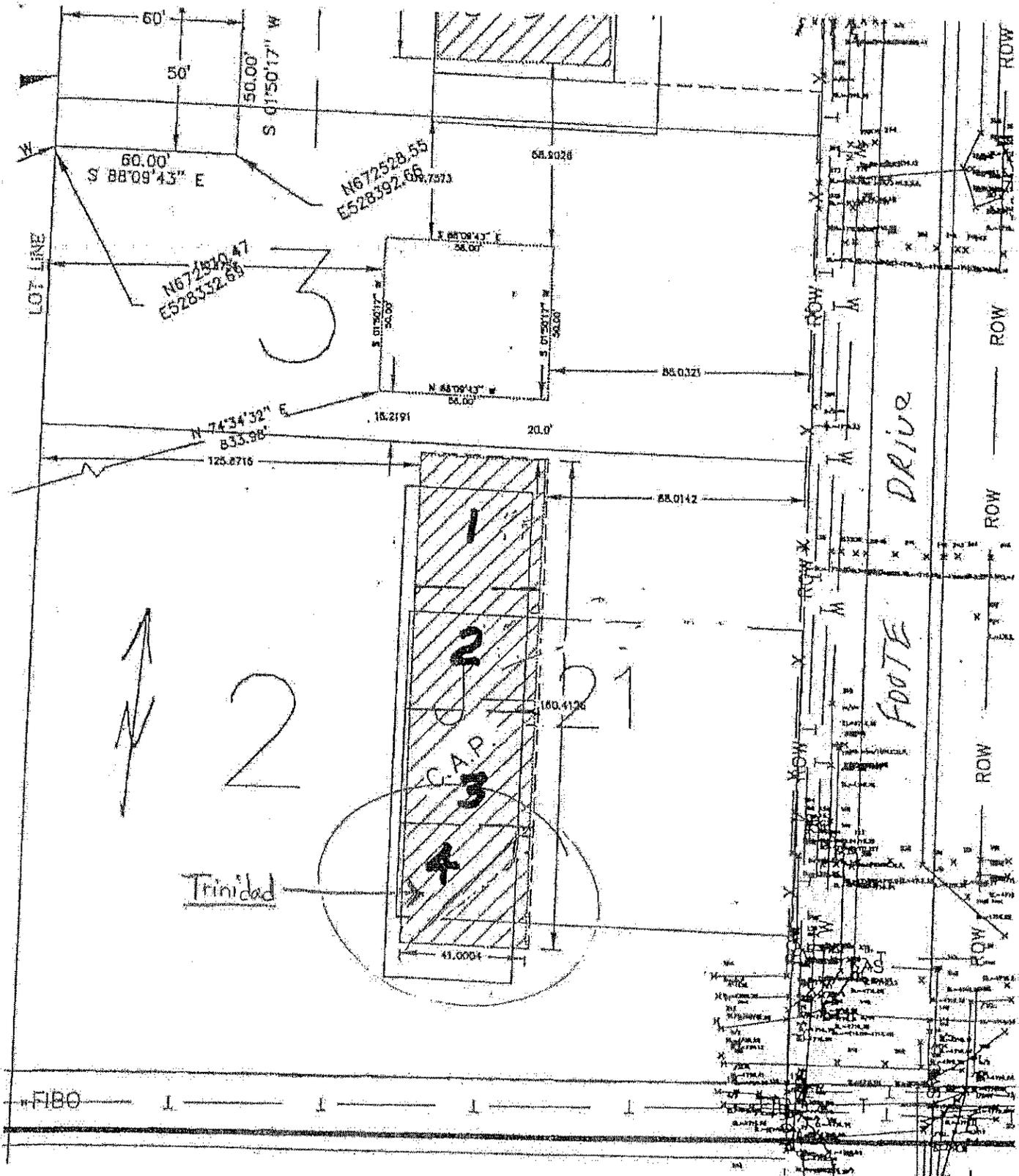


Amanda Sargis
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-24-20

Exhibit A

Legal Description Airport Lease – Trinidad LLC 1745 Foote Dr. #4

One-fourth (1/4) of the following description, identified as Unit #4, beginning at a point that is South 88°03' East, 500.0 feet, and at right angles to the center line of the North-South Runways at Station 0 / 40 at Idaho Falls Regional Airport in the City of Idaho Falls, Idaho, running thence North 1°57' East 161 feet, thence South 88°03' East 42 feet, thence South 1°57' West 161 feet, thence North 88°03' West, 42 feet to the place of beginning.



60'
50'
50.00'
S 01°50'17" W

60.00'
S 88°09'43" E

N672528.55
E528392.66

N672510.47
E528332.69

LOT LINE

N 74°34'32" E
833.98'

125.8716

18.2191

20.0'

68.5028

S 88°09'43" E
58.00'

S 01°50'17" W
50.00'

S 01°50'17" W
50.00'

N 88°09'43" W
58.00'

85.0321

85.0142

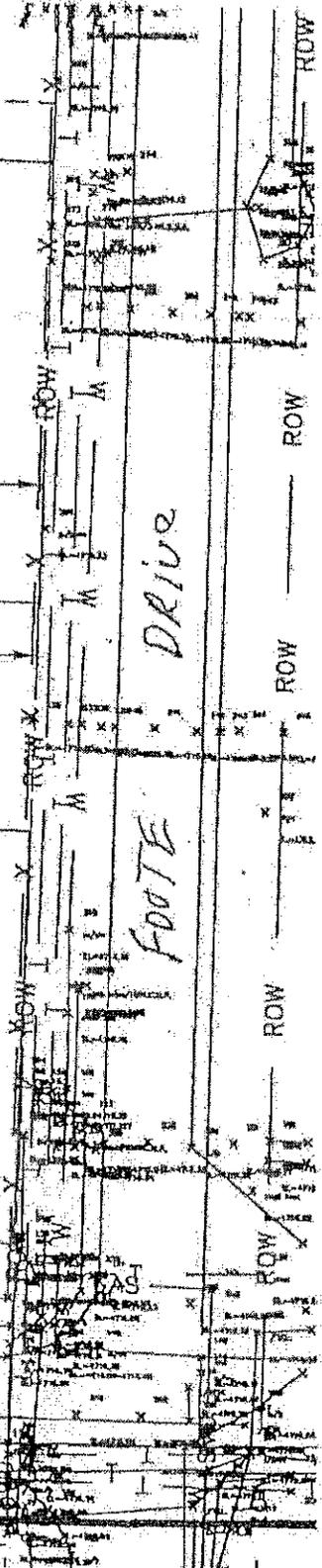
160.4126

41.0004

Trinidad

FOOTE DRIVE

FIBO



REGULAR AGENDA:



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276 FAX (208) 612-8520 Building Department • (208) 612-8270

BGC-026-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Planning and Building Director
SUBJECT: Public Hearing CDBG Fiscal Year 2015 Applications
DATE: February 23, 2015

Attached is a copy of applications for Fiscal Year 2015 CDBG funding. The Department of Housing and Urban Development requires a public hearing be conducted to discuss the applications, followed by a 30 day public comment period. Following the comment period, the Mayor and Council will finalize the funding allocations through approval of a resolution. Public comment or other questions may submitted to Lisa Farris, CDBG Administrator.

Attachments: Applications for FY 2015 CDBG funding

cc: Rose Anderson
 File

**Activity/Amount and Eligible Activity
Matrix Code/CFR/National Objective and Description**

\$91,170 PUBLIC SERVICE 15% Maximum Allowed

Idaho Falls Rescue Mission/\$12,000 Public Service (O5E) 570.201(e)
Low/Mod Limited Clientele LMC

Van/cab with hydraulic lift to deliver donated items food boxes and move individuals from transitional housing to permanent housing.

Sr. Center Community Center/\$26,000 Public Service (O5E) 570.201(e)
Low/Mod Limited Clientele LMC

Match funds to purchase of (3) delivery vans \$26,000 to support meals on wheels program.

Partners for Prosperity/\$9500 Public Service (O5H) 570.201(e)
Low/Mod Limited Clientele LMC

Services for Idaho Falls LMI clients to provide financial counseling, group financial classes, and soft skills/personal development training.

Idaho Falls Legal Aid/\$10,000 Public Service (O5C) 570.201(e)
Low/Mod Limited Clientele LMC

Legal Aid Assistance to victims of domestic violence.

Bonneville Metropolitan Planning Organization (BMPO)/\$3670 Public Service (O5D) 570.201(e)
Low/Mod Income Area Benefit LMA

7.34% Transportation Grant match requirement to access Safe Routes to School grant of \$50,000. SRTS grant provides evaluation, encouragement, and incentives for LMA schools.

CLUB, Inc. Crisis Intervention House/\$20,000 Public Service (O3T) 570.201(e)
Low/Mod Income Clientele LMC Presumed homeless

Supportive Case Management for homeless at scattered site locations that cannot be served by the CIT House.

Eastern Idaho Community Action Partner (EICAP)/ \$10,000 Public Service (O5C) 570.201(e)
Low/Mod Limited Clientele LMC

Legal aid Assistance for grandparents raising their grandchildren.

\$60,000 SLUM/BLIGHT 30% Maximum Allowed

Idaho Falls Downtown Dev. Corp (IFDDC)/\$60,000 Public Facility (14E) 570.202(a)(3)
Slum and Blight Area SBA

Downtown improvements of facades, roofs, awnings, windows, code corrections, and signs.

\$305,174 LMI DIRECT ACTIVITY 70% Minimum Allowed	
Planning Dept./\$70,786 Low/Mod Income Area Benefit LMA	Code Enforcement (15) 570.202(c)
Full time Code Enforcement Officer for LMI neighborhoods in US Census Tract neighborhoods. \$69,786 full time staff of salary and benefits. \$1000 for office supplies and printing costs for Program.	
City Public Works Department/\$50,000 Low/Mod Clientele Limited LMC	Public Facility & Improvement (O3L) 570.201(c)
Curb/Gutter and Sidewalk Replacement in LMI neighborhood.	
City Public Works Department/\$10,000 Low/Mod Limited Clientele LMC	Public Facility & Improvement (O3J) 570.201(c)
Water Line Replacement LMI clientele.	
LIFE, Inc./\$50,000 Living Independent For Everyone (LIFE, Inc.) Low/Mod Housing LMH	Housing Rehab Single Unit (14A) 570.202
ADA Housing Rehab of ramps and bathroom Housing Rehab Single Unit.	
Bonneville County/\$52,004 Low/Mod Limited Clientele	Health Facilities (O3P) 570.201(C)
Repairs to exterior of the Behavioral Health Crisis Center of East Idaho (1650 N Holmes).	
Hospice of Eastern Idaho/ \$16,850 Low/Mod Limited Clientele	Public Facilities & Improvements (O3) 570.201(c)
Replace (2) furnaces and air conditioning units and paint for the exterior portion of the office building.	
Sr. Center Community Center/\$15,534 570.201(c) Low/Mod Limited Clientele LMC	Public Facilities & Improvements Sr. Centers (O3A)
Swamp cooler repairs and window replacement in the kitchen \$15,534.	
Habitat 4 Humanity Idaho Falls/ \$40,000 Low/Moderate Clientele LMC Low/Mod Housing LMH	Acquisition (1) 570.201(a) & Disposition (04) 570.201(b)
Purchase of one property for (1) single family home for an LMC family.	
\$68,585.6 ADMINISTRATION 20% Maximum Allowed	
Administration of CDBG Program/\$68,585.6 Admin allows 20% of FY2015 allocation of \$342,928.	Administration 570.206 Admin (21A)
Total Amount of Applications *\$524,929.6	
*Note - Total includes the Admin of \$68,585.6 based on the FY2015 allocation	



CITY OF IDAHO FALLS

PLANNING AND BUILDING DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220
www.idahofallsidaho.gov

Planning Department • (208) 612-8276

FAX (208) 612-8520

Building Department • (208) 612-8270

BGC-025-15

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Brad Cramer, Planning and Building Director
SUBJECT: Written Decision for the Reconsideration of Avalon Village Division No. 1 Final Plat
DATE: February 23, 2015

Attached is the written decision for the Council's reconsideration of the Final Plat for Avalon Village Division No. 1. Idaho Code 67-6535(2)(b) requires a written decision be provided to the affected person requesting reconsideration within 60 days. At the February 12, 2015 meeting the Council discussed adopting the previously approved Reasoned Statement of Relevant Criteria and Standards as the written decision for the reconsideration. This document is now being presented to the Mayor and City Council for formal approval as the written decision.

Attachments: Written Decision for the Reconsideration of the Final Plat for Avalon Village Division No. 1

cc: Rose Anderson
File

WRITTEN DECISION FOR THE RECONSIDERATION OF THE FINAL PLAT FOR AVALON VILLAGE DIVISION NO. 1

FINAL PLAT OF AVALON VILLAGE DIVISION NO. 1 TO THE CITY OF IDAHO FALLS, IDAHO.

WHEREAS, the applicant filed an application for approval of a final plat on April 4, 2014; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on May 6, 2014; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 18, 2014; and

WHEREAS, this matter was reconsidered by the Idaho Falls City Council during a duly noticed public meeting on February 12, 2015; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

The City Council considered the following criteria and standards and applied them to its final decision:

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is 21.23 acres located south of 49th South, east and adjacent to Holmes Avenue, and north of 65th South.
3. The property and surrounding area is designated on 2013 Comprehensive Plan Future Land Use map as Low Density Residential. Low Density Residential is described as single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities.
4. Current zoning of the site and surrounding area is R-1 Residential Zone.
5. The permitted density within an R-1 zone is 7 units per net acre.
6. The site was part of the approved preliminary plat for the Sunterra Development. New owners of the property wish to change the name to Avalon Village.
7. The preliminary plat for Sunterra was approved in 2004.
8. The property is currently vacant. Areas to the north and west are developing as single family residential. Area to the east includes single-family residential and vacant land. Area to the south includes a church and vacant land.

9. The proposed subdivision plat is in compliance with the subdivision ordinance. All necessary easements and roadways are provided. All lots within the subdivision exceed the minimum size and dimensional standards of the R-1 zone.
10. The development agreement includes a requirement that the landscaping along Holmes be constructed at the same time as other public improvements and that it be consistent with the landscaping provided adjacent to Sunterra Division No. 2.
11. The development agreement did not specify a requirement for construction of a fence adjacent to Holmes Avenue consistent with the fence constructed between Holmes Avenue and Sunterra Division No. 2.
12. The development agreement did not specify a requirement for construction of a berm adjacent to Holmes Avenue consistent with the berm constructed between Holmes Avenue and Sunterra Division No. 2.
13. The gross density of the approved preliminary plat for the Sunterra development was 1.97 dwelling units per acre.
14. The gross density of the proposed plat is 2.07 dwelling units per acre, an increase of 0.1 units per acre from the preliminary plat.
15. The net density of the approved preliminary plat for the Sunterra development was 2.75 dwelling units per acre
16. The net density of the proposed plat is 2.91 dwelling units per acre, an increase of 0.16 units per acre from the preliminary plat.
17. Average lot size in the approved preliminary plat for Sunterra was 15,827 square feet.
18. Average lot size in the proposed plat is 14,965 square feet, a decrease of 863 square feet from the preliminary plat.
19. Testimony presented by adjacent property owners indicated their home purchases in Sunterra Divisions 1 and 2 were, in part, based on review of the preliminary plat and an understanding that future divisions of Sunterra would match the layout, densities, and lot sizes of the preliminary plat.
20. Testimony presented by adjacent property owners included concerns that deviations from the preliminary plat would have a negative impact on existing home values.
21. The preliminary plat included only one lot less than 13,068 square feet (0.30 acres). The proposed plat includes 12 lots less than 13,068 square feet (0.30 acres).

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls affirmed its decision to deny the request for a Final Plat for Avalon Village Division No. 1 because it is not in accordance with the preliminary plat and due to significant changes in lot sizes.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2015

Rebecca L. Noah Casper, Mayor



CITY OF IDAHO FALLS

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405-0220

MUNICIPAL SERVICES

PHONE: (208) 612-8249
FAX: (208) 612-8148

February 20, 2015

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig Rockwood, Municipal Services Director

SUBJECT: **BID IF-15-06 TWO (2) NEW 2015 OR NEWER AUTOMATED SIDE LOAD REFUSE CONTAINER BODY, MINIMUM 31 CUBIC YARD MOUNTED ON TWO (2) NEW 2015 OR NEWER CAB AND CHASSIS**

Attached for your consideration is the tabulation for the above subject bid.

It is the recommendation of Municipal Services and of Public Works to accept the lowest responsible bid of Idaho Falls Peterbilt to furnish Two (2) New 2015 Labrie Automated Side Load Refuse Container Body mounted on Two (2) New 2016 Peterbilt Cab and Chassis for the lump sum amount of \$520,910.94 with the trade-ins of Units #7036 and #7038.

Respectfully,

A handwritten signature in black ink, appearing to read "CR", written over a horizontal line.

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

City of Idaho Falls

P. O. BOX 50220
 IDAHO FALLS, IDAHO 83405
 PHONE: (208) 612-8433
 FAX: (208) 612-8536

Office of Purchasing Agent

Opening Date: February 12, 2015

TABULATION BID IF-15-06

Two (2) New 2015 or Newer Automated Side Load Refuse Container Body, Minimum 31 Cubic Yard Mounted on Two (2) New 2015 or Newer Cab and Chassis (CIF Units #7028 and #7029)

BIDDER	1) Western Systems Spokane Valley, WA	2A) Idaho Falls Peterbilt Idaho Falls, ID	2B) Idaho Falls Peterbilt Idaho Falls, ID	3A) Schow's Truck Center Idaho Falls, ID	3B) Schow's Truck Center Idaho Falls, ID
REFUSE CONTAINER BODY	NO BID				
Manufacturer	Labrie	Kann	Labrie	Labrie	Labrie
Model	Automizer	28 Yard SLA	Automizer	Automizer	Automizer
Year	2015	2015	2015	2015	2015
CAB AND CHASSIS					
Manufacturer	Peterbilt	Peterbilt	Crane Carrier	Crane Carrier	Crane Carrier
Model	320	320	LET2-46	LET2-46	LET2-46
Year	2016	2016	2015	2015	2015
Delivery Time of Complete Unit	150 to 180 Days ARO	150 to 180 Days ARO	225 Days ARO	225 Days ARO	225 Days ARO
Price Per Each Without Trade-Ins	\$272,455.47	\$244,660.00	\$318,420.00	\$312,420.00	\$312,420.00
Extended Price Without Trade-ins	\$544,910.94	\$489,320.00	\$636,840.00	\$624,840.00	\$624,840.00
Trade-in Allowance #7036	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00	\$9,500.00
Trade-in Allowance #7038	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00	\$9,500.00
TOTAL PRICE WITH TRADE-INS	\$520,910.94	\$465,320.00	\$617,840.00	\$605,840.00	\$605,840.00

02/20/2015

Bid IF-15-06

Attachment "A"

Reasons for Rejection of Low Bid

Idaho Falls Peterbilt with the sub bidder of Kann Manufacturing submitted the low bid, however, their bid that listed over 31 exceptions to our bid specifications. The most notable of which included: 1.) hopper that was less than half the size specified, no access door was provided as specified and the overall arm reach was four (4) feet shorter than specified



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 23, 2015

Subject: **BID AWARD – LIBRARY PARKING LOT RECONSTRUCTION**

On February 18, 2015, bids were received and opened for the Library Parking Lot Reconstruction project. A tabulation of bid results is attached.

Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, Knife River Corporation in an amount of \$133,144.00 and, authorization for the Mayor and City Clerk to sign contract documents.

Respectfully,

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-19-2-OTH-2014-49

2015-20

City of Idaho Falls
Engineering Department
Bid Tabulation

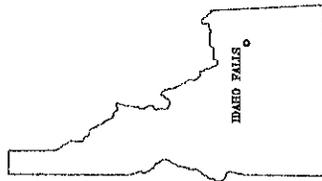
Project: Library Parking Lot Reconstruction
Submitted: K.J. Fugal, P.E., PTOE

Number: 2-38-19-2-OTH-2014-49
Date: February 18, 2015

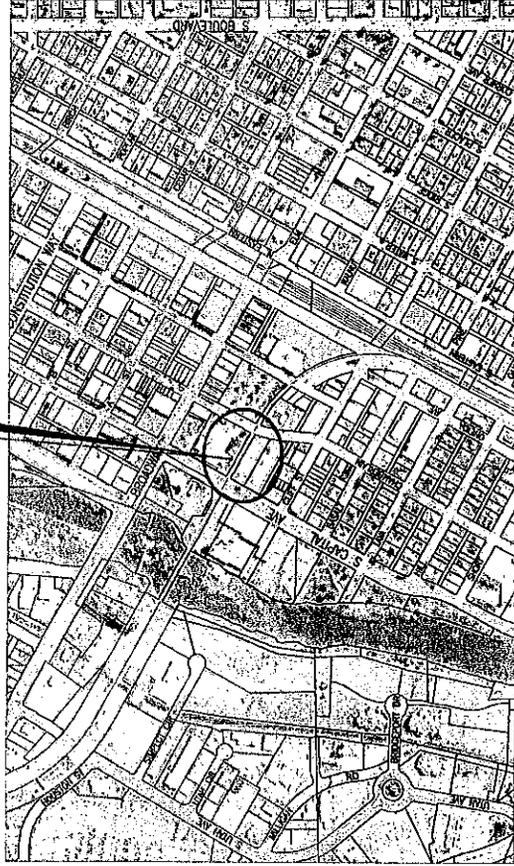
Item Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Knife River Corporation Northwest		3H Construction, LLC		HK Contractors, Inc.		DePatco, Inc.		Thompson Paving, Inc.		TMC Contractors, Inc.		
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price
EARTHWORK AND BASES																		
209.01.2	Clearing and Grubbing	1	L.S.	\$500.00	\$500.00	\$10,569.00	\$10,569.00	\$2,000.00	\$2,000.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$800.00	\$800.00	
209.02.2	Selective Removal of Tree - Size 6"	1	EACH	\$200.00	\$200.00	\$300.00	\$300.00	\$500.00	\$500.00	\$250.00	\$250.00	\$400.00	\$400.00	\$75.00	\$75.00	\$405.00	\$405.00	
209.02.2	Selective Removal of Tree - Size 30"	1	EACH	\$350.00	\$350.00	\$600.00	\$600.00	\$800.00	\$800.00	\$350.00	\$350.00	\$700.00	\$700.00	\$300.00	\$300.00	\$925.00	\$925.00	
209.03.4	Removal of Curb and Gutter	377	L.F.	\$5.00	\$1,885.00	\$4.00	\$1,508.00	\$5.00	\$1,885.00	\$2.00	\$754.00	\$6.00	\$2,262.00	\$8.00	\$3,016.00	\$5.00	\$1,885.00	
209.03.5	Removal of Sidewalk	62	S.Y.	\$8.00	\$496.00	\$10.00	\$620.00	\$10.00	\$620.00	\$5.00	\$310.00	\$15.00	\$930.00	\$18.00	\$1,116.00	\$5.00	\$310.00	
209.05.2	Roadway Excavation	1392	C.Y.	\$15.00	\$20,880.00	\$10.00	\$13,920.00	\$8.50	\$11,832.00	\$12.00	\$16,704.00	\$8.50	\$11,832.00	\$16.00	\$22,272.00	\$18.00	\$25,056.00	
209.05.4	Geotextile Fabric	4431	S.Y.	\$2.00	\$8,862.00	\$1.00	\$4,431.00	\$1.25	\$5,538.75	\$2.00	\$8,862.00	\$1.60	\$7,089.60	\$1.50	\$6,646.50	\$1.35	\$5,961.65	
209.08.4	Topsoil	2	C.Y.	\$50.00	\$100.00	\$70.00	\$140.00	\$75.00	\$150.00	\$140.00	\$280.00	\$200.00	\$400.00	\$50.00	\$100.00	\$25.00	\$50.00	
SURFACE COURSES AND PAVEMENT																		
309.06.2	2 1/8" Street Section	4431	S.Y.	\$17.00	\$75,327.00	\$15.00	\$66,465.00	\$15.50	\$68,680.50	\$14.00	\$62,034.00	\$12.80	\$56,716.80	\$15.50	\$68,680.50	\$16.30	\$72,225.30	
INCIDENTAL CONSTRUCTION																		
409.01.2	Adjust Manhole Ring	1	EACH	\$500.00	\$500.00	\$300.00	\$300.00	\$600.00	\$600.00	\$500.00	\$500.00	\$650.00	\$650.00	\$375.00	\$375.00	\$380.00	\$380.00	
409.07.2	Pavement Markings	1	L.S.	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$1,700.00	\$1,700.00	\$1,250.00	\$1,250.00	\$1,385.00	\$1,385.00	
409.21.2	Repair Sprinkler Systems	1	L.S.	\$800.00	\$800.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$800.00	\$800.00	\$500.00	\$500.00	\$1,550.00	\$1,550.00	
PORTLAND CEMENT CONCRETE																		
509.02.2	Combination Curb and Gutter - Type STANDARD	287	L.F.	\$20.00	\$5,740.00	\$25.00	\$7,175.00	\$25.00	\$7,175.00	\$30.00	\$8,610.00	\$27.00	\$7,749.00	\$25.00	\$7,175.00	\$19.50	\$5,596.50	
509.03.2	4" Flatwork	33	S.Y.	\$40.00	\$1,320.00	\$50.00	\$1,650.00	\$52.00	\$1,716.00	\$72.00	\$2,376.00	\$70.00	\$2,310.00	\$44.00	\$1,452.00	\$50.00	\$1,650.00	
509.03.2	6" Flatwork	31	S.Y.	\$55.00	\$1,705.00	\$80.00	\$2,480.00	\$95.00	\$2,945.00	\$90.00	\$2,790.00	\$75.00	\$2,325.00	\$56.00	\$1,736.00	\$65.00	\$2,015.00	
SANITARY SEWERS AND STORM DRAINS																		
709.02.2	12" Pipe	403	L.F.	\$20.00	\$8,060.00	\$10.00	\$4,030.00	\$14.00	\$5,642.00	\$18.00	\$7,254.00	\$10.00	\$4,030.00	\$16.00	\$6,448.00	\$16.50	\$6,649.50	
709.03.2	Manhole - Type 1	2	EACH	\$2,500.00	\$5,000.00	\$4,000.00	\$4,000.00	\$2,045.00	\$4,090.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$1,850.00	\$3,700.00	
709.04.2	Inlet Box - Type 1	2	EACH	\$1,500.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,050.00	\$2,100.00	\$1,400.00	\$2,800.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,345.00	\$2,690.00	
709.04.2	Inlet Box - Type 3	3	EACH	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,650.00	\$4,950.00	\$1,985.00	\$5,955.00	
709.04.2	Inlet Box - Type 3 (Concrete Only)	1	EACH	\$500.00	\$500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$600.00	\$600.00	\$2,650.00	\$2,650.00	\$650.00	\$650.00	\$760.00	\$760.00	
TRENCH EXCAVATION AND BACKFILL																		
809.01.2	Trench Excavation and Backfill - Class I	403	L.F.	\$25.00	\$10,075.00	\$12.00	\$4,836.00	\$22.50	\$9,067.50	\$16.00	\$6,448.00	\$35.00	\$14,105.00	\$18.00	\$7,254.00	\$9.00	\$3,627.00	
809.03.2	Rock Excavation	100	L.F.	\$80.00	\$8,000.00	\$1.00	\$100.00	\$40.00	\$4,000.00	\$80.00	\$8,000.00	\$70.00	\$7,000.00	\$40.00	\$4,000.00	\$55.00	\$5,500.00	
809.05.2	Select Backfill Material	20	C.Y.	\$25.00	\$500.00	\$1.00	\$20.00	\$30.00	\$600.00	\$15.00	\$300.00	\$50.00	\$1,000.00	\$10.00	\$200.00	\$45.00	\$900.00	
TOTAL					\$160,300.00		\$133,144.00		\$137,541.75		\$142,322.00		\$142,649.40		\$149,696.00		\$149,996.15	

LIBRARY PARKING LOT RECONSTRUCTION

PROJECT # 2-38-19-2-0TH-2014-49



PROJECT LOCATION



REVIEWED BY: IDAHO FALLS LIBRARY

Rebecca L. Casper

DATE: 1/23/2015



MAYOR
REBECCA L. NOAH CASPER
CITY COUNCIL

BARBARA DEE EHARDT
THOMAS HALLY
MICHAEL A. LEHTO

ED MAROHN
SHARON D. PARRY
DEE DAVID WHITTIER

CITY ENGINEERING DEPARTMENT

CITY PUBLIC WORKS DIRECTOR
CHRIS H. FREDERICKSEN, P.E.

CITY ENGINEER
KENT J. FUGAL, P.E., PTOE

2015

AS BUILT

SCALE SHOWN IS FOR SHEET 11 X 17 ONLY



CITY OF
IDAHO FALLS

ENGINEERING DEPARTMENT

LIBRARY PARKING LOT
RECONSTRUCTION
TITLE PAGE

DATE: 1/23/2015
G.C. PER SET: 1
ISSUE NO.: 2-38-19-2-0TH-2014-49
SHEET NO.: 1 of 4



City of Idaho Falls

PUBLIC WORKS DIVISION

P.O. BOX 50220
IDAHO FALLS, IDAHO 83405
www.idahofallsidaho.gov

MEMORANDUM

To: Honorable Mayor & City Council

From: Chris H Fredericksen, Public Works Director

Date: February 23, 2015

Subject: **PROFESSIONAL SERVICES AGREEMENT - TRAFFIC SIGNAL COORDINATION STUDY**

Attached is a proposed Professional Services Agreement with Six Mile Engineering for the Traffic Signal Coordination Study for an amount not-to-exceed \$167,000.00. The proposed agreement has been reviewed by the City Attorney.

Public Works recommends approval of this agreement; and, authorization for Mayor and City Clerk to sign necessary documents.

Respectfully,

A handwritten signature in cursive script that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

c: Mayor
Council
Fugal

0-00-00-0-OTH-2013-54

2015-21

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number
9133

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Idaho Falls, whose address is PO Box 50220, Idaho Falls, ID 83405, hereinafter called the "Sponsor," and Six Mile Engineering, PA, whose address is 707 E. United Heritage Ct., Ste 130, Meridian, ID 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: LOCAL IDAHO FALLS TRAFFIC SIGNAL COORDINATION STUDY
PROJECT NO: A011(687)
KEY NO: 11687

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultant:
L2 Data Collection

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Kent Fugal, City Of Idaho Falls, PO Box 50220, Idaho Falls, ID 83405; (208) 612-8258; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, Schedule, Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **01/29/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee - Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the lesser of the actual cost plus the fixed fee or Not-To-Exceed amount of the Agreement.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$167,000.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$167,000.00**
- C. Fixed Fee Amount: **\$13,499.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant and Subconsultants
 - Six Mile Engineering, PA 143.85%
 - L2 Data Collection 0.00%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated.

In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (PSA) No. 1 is issued in the amount of \$75,000.00 to begin the work of this Agreement. The remaining amount will be issued by consecutive PSAs.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

SIX MILE ENGINEERING, PA
Consultant

CITY OF IDAHO FALLS
Sponsor

By: _____

By: _____

Title: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____
District Engineer

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list Invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. **Payments to Subconsultants**

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration with the American Arbitration Association (AAA). Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials for purposes other than intended under this agreement shall be at the risk of the State and the State shall indemnify, defend and hold harmless the Consultant from any damages or losses resulting from such use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://www.itd.idaho.gov/design/cau/general_info.htm.

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant and the Sponsor to the extent the Sponsor may do so will indemnify, and hold harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the Sponsor in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods, and until one (1) year after the project construction has been completed. The Sponsor shall have until that time to give the Consultant notice of the claim.

- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The Sponsor agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. **PERMITS AND LICENSES**

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. **PATENTS AND COPYRIGHTS**

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. **CIVIL RIGHTS ACT**

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. (<http://www.itd.idaho.gov/civil/eeocc.htm>)
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age or handicap/disability.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age or handicap/disability.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

SCOPE OF WORK

SCOPE OF WORK

PROJECT UNDERSTANDING

This project will update traffic signal timing parameters and develop traffic signal timing and coordination plans for selected signalized intersections in Idaho Falls. The goal of this project is to optimize corridor performance by minimizing vehicle delay and maximizing through vehicle progression during the peak periods. In addition, the signal retiming project will improve mobility and access for all vehicle movements during the non-peak hours and provide signal recommendations to improve current operations. The signal timing plans will identify base timing parameters, plus offsets, phase sequencing and time of day plans where coordinated operation is implemented, for each of the following signalized intersections listed in Table 1:

Table 1. City-owned intersections

17th Street/Pancheri Drive Intersections:		Woodruff Avenue Intersections:	
1	Skyline Drive	27	12 th Street
2	Utah Avenue	28	John Adams Parkway
3	Capital Avenue	29	1 st Street
4	Yellowstone Avenue (ITD-maintained)	30	Caribou Street
5	South Boulevard	31	Lincoln Road
6	Holmes Avenue	Holmes Avenue Intersections:	
7	June Avenue	32	12 th Street
8	Jennie Lee Drive	33	9 th Street
9	Ponderosa Drive	34	7 th Street
10	St. Clair Road	35	5 th Street
11	Woodruff Avenue	36	1 st Street
12	Channing Way	37	1 st Street and Freeman Avenue
13	Ashment Avenue	38	Lomax Street
14	Hitt Road	39	Elva Street
Sunnyside Road Intersections:		Other Intersections:	
15	Yellowstone Avenue (ITD-maintained)	40	25 th Street and Holmes Avenue
16	Rollandet Avenue	41	25 th Street and Woodruff Avenue
17	South Boulevard	42	25 th Street and Channing Way
18	Holmes Avenue	43	Skyline Drive and Grandview Drive
19	Woodruff Avenue	44	Park Street and E
20	Channing Way	45	Utah Avenue and Simplot Circle
21	Hitt Road	46	Science Center Drive/Freemont Avenue
Hitt Road Intersections:		47	Anderson Street/North Boulevard
22	Derrald Avenue		
23	25 th Street		
24	Walmart Approach		
25	John Adams Parkway		
26	1st Street		

SCOPE OF WORK

Utilizing traffic count data that the City provides for the Idaho Falls Signal Removal Study (KN 11657), we anticipate having budget available to develop signal timing plans for the following 18 ITD-maintained signalized intersections on two arterials listed in Table 2:

Table 2. ITD-owned intersections

Broadway Avenue Intersections:		Yellowstone Avenue Intersections:	
1	Skyline Drive	13	Maple Street/Cliff Street
2	Saturn Avenue	14	A Street
3	I-15 SB Ramp	15	B Street
4	I-15 NB Ramp	16	Constitution Way
5	Utah Avenue	17	D Street
6	Lindsay Boulevard	18	E Street
7	River Parkway		
8	Memorial Drive		
9	Capital Avenue		
10	Park Avenue		
11	Shoup Avenue		
12	Yellowstone Avenue/Elm Street		

Table 3 on page 3 summarizes the traffic counts that were collected by the City for the Idaho Falls Signal Removal Study in 2013, and counts that will be collected for that project by the City in Spring 2015.

Table 3. Traffic counts by City

		Counted in 2013	Counts in Spring 2015
Holmes Avenue Intersections:			
1	12 th Street	X	
2	9 th Street	X	
3	7 th Street	X	
4	5 th Street		X
5	1 st Street		X
6	Lomax Street		X
7	Elva Street	X	
8	Yellowstone Avenue (not included in timing study)		X
17th Street/Pancherl Drive Intersections:			
9	Holmes Avenue		X
10	June Avenue	X	
11	Jennie Lee Drive	X	
12	Ponderosa Drive	X	
13	St. Clair Road	X	
14	Woodruff Avenue		X
Broadway Avenue Intersections:			
15	Utah Avenue		X
16	Lindsay Boulevard	X	
17	Memorial Drive		X
18	Capital Avenue		X
19	Shoup Avenue	X	
20	Yellowstone Avenue		X
Yellowstone Avenue Intersections:			
21	A Street	X	
22	B Street	X	
23	Constitution Way		X
24	D Street		X
25	E Street		X

L2 Data Collection will assist with collecting the remaining traffic counts and travel time data. The following data will be collected on the City-owned and ITD-owned roadways:

- Tube Counts
 - Locations: 16 locations to be determined at major and minor arterials
 - Type: Volume and direction (no speeds or classifications)
 - Duration: 24-hours, 7 days

SCOPE OF WORK

- Intersection Turning Movements
 - Locations: 41 intersections (see Table 4 on page 5)
 - Type: Vehicle – volume and direction, no pedestrians
 - Time: AM, midday, and PM
 - The turning movement volumes will be counted for one-hour periods
 - At select locations, additional turning movement counts may be collected during off-peak hours where traffic patterns may be different, such as near Idaho Falls High School or near the Grand Teton Mall. Up to 15 additional hours are assumed.
 - Day: Typical weekday
- Travel Time Runs
 - Locations:
 - 17th Street/Pancheri Avenue, Skyline Drive to Hitt Road
 - Sunnyside Road, Yellowstone Avenue to Hitt Road
 - Time: AM, midday, and PM (two-hour periods)
 - Day: Typical weekday
 - Type: Before only

SCOPE OF WORK

Table 4. Intersection turning movement count locations to be collected by L2 Data Collection

City-Maintained/Owned			
17th Street/Pancheri Drive Intersections:		Woodruff Avenue Intersections:	
1	Skyline Drive	21	12 th Street
2	Utah Avenue	22	John Adams Parkway
3	Capital Avenue	23	1 st Street
4	Yellowstone Avenue	24	Caribou Street
5	South Boulevard	25	Lincoln Road
6	Channing Way	Holmes Avenue Intersections:	
7	Ashment Avenue	26	1 st Street and Freeman Avenue
8	Hitt Road	Other Intersections:	
Sunnyside Road Intersections:		27	25 th Street and Holmes Avenue
9	Yellowstone Avenue	28	25 th Street and Woodruff Avenue
10	Rollandet Avenue	29	25 th Street and Channing Way
11	South Boulevard	30	Skyline Drive and Grandview Drive
12	Holmes Avenue	31	Park Street and E
13	Woodruff Avenue	32	Utah Avenue and Simplot Circle
14	Channing Way	33	Science Center Drive/Freemont Avenue
15	Hitt Road	34	Anderson Street/North Boulevard
Hitt Road Intersections:			
16	Derrald Avenue		
17	25 th Street		
18	Walmart Approach		
19	John Adams Parkway		
20	1st Street		
ITD-Maintained			
Broadway Avenue Intersections:		Yellowstone Avenue Intersections:	
35	Skyline Drive	41	Maple Street/Cliff Street
36	Saturn Avenue		
37	I-15 SB Ramp		
38	I-15 NB Ramp		
39	River Parkway		
40	Park Avenue		

PROJECT APPROACH

At signalized intersections with pedestrian crossings, the minimum flashing don't walk times will be calculated to meet 2009 MUTCD standards. Walk, minimum green, yellow clearance, red clearance and vehicle extension times for all signalized intersections and phases will also be evaluated and coordinated with the City for approval. Minimum cycle lengths will be calculated and signal timing coordination groups will be identified.

It is anticipated that some intersections will service vehicles better during peak or off-peak periods with free operation due to their distance to other traffic signals, relatively low traffic volumes, or the lack of a directional peak flow throughout the major roadway segment. For the remaining intersections, coordination plans will be developed for the AM, midday and PM peak hours during the weekday, plus at least two off-peak coordination plans. Coordination plans for the weekend will not be developed, rather, 24-hour weekend counts will be evaluated to determine the appropriate weekday plans to apply on Saturday and Sunday.

LIMITATIONS AND ASSUMPTIONS

The following limitations and assumptions are included in this study:

- Coordination plans will be developed for the AM, midday and PM peak periods plus up to two off-peak periods.
- Idaho Falls Power (the City) will program the signal timing plans.
- Before travel times will be collected to obtain average travel speeds and to evaluate the existing coordination. After travel times will not be collected.
- The City will provide signal timing and coordination reports for the intersections that were not re-timed during the 2009 study (ITD intersections), where available.
- The City will collect the remaining 12 intersection turning movement counts and ten tube counts for the Idaho Falls Signal Removal Study. These counts will be used for this signal coordination study.
- Due to budget constraints, development and implementation of a traffic responsive system is not included in the scope. However, recommendations for implementation of traffic responsive systems on certain corridors will be noted during the timing implementation and fine-tuning, and this work can be added to the project if budget is remaining or as a supplemental contract.

PROJECT TASKS

TASK 1 – Data Collection

- 1.1 Traffic Counts
- 1.2 Field Review

TASK 2 – Base Timing and Minimum Cycle Length Calculations

- 2.1 Evaluate Base Timing Parameters
- 2.2 Minimum Cycle Lengths
- 2.3 Develop Synchro Model

TASK 3 – Coordinated Signal Timing Plan Development

- 3.1 Identify Signal Timing Groups and Develop Coordinated Timing Plans
- 3.2 Determine Time of Day Schedule

TASK 4 – Implementation and Fine Tuning

- 4.1 Prepare Signal Timing Worksheets for Implementation
- 4.2 Field Optimization
- 4.3 Update Worksheets and Synchro Models with Field Changes

TASK 5 – Signal Coordination Report

- 5.1 Signal Coordination Report

TASK 6 – Project Management

- 6.1 Project Coordination and Meetings
- 6.2 Project Administration

TASK DESCRIPTIONS

TASK 1 – Data Collection

- 1.1 Traffic Counts:** Six Mile will contract with L2 Data Collection to collect 24-hour daily traffic volumes, peak hour intersection turning movement volumes and before travel time runs (see the *Project Understanding* for a summary of the traffic data collection effort). A full week (Monday through Sunday) of 24-hour traffic counts will be taken to help identify whether timing plans are needed during the weekend and off-peak periods and when the timing plans should be implemented. The counts will include a Friday that the INL is off work to obtain realistic traffic volumes. Saturday and Sunday tube counts will help identify which of the three weekday coordination plans can be used on weekends.

With the 24-hour directional counts, we will identify the peak AM, noon and PM travel hours for the intersection turning movement counts. Counts will be conducted for one hour in the AM, noon and PM peaks.

Before travel times will be conducted during the three peak hours to obtain average travel speeds and to evaluate the existing coordination.

The work items for this task include:

- Collect 24-hour Tube Counts
- Determine Peak Hour Periods
- Obtain Peak Hour Intersection Turning Movement Counts
- Conduct "Before" Travel Time Runs

- 1.2 Field Review:** Six Mile will conduct a field review of the existing conditions on the corridors including, but not limited to, signal phasing, lane geometry, on-street parking, speed limits, travel speeds, and any other factors that may impact traffic operations to update the Synchro model

developed for the 2009 study. Saturation flow rate counts will be taken to update the 2009 counts. Existing traffic will be observed at problem intersections identified by the City.

The work items for this task include:

- Field Review to Gather Arterial and Intersection Geometric Data
- Observe Existing Traffic Operations at Problem Intersections
- Count Saturation Flow Rates

TASK 2 – Base Timing and Minimum Cycle Length Calculations

- 2.1 Evaluate Base Timing Parameters:** Pedestrian walk, minimum green, yellow clearance and red clearance times will be reviewed and re-calculated for conformance with current standards. The existing vehicle extensions, which affect signal responsiveness, will be reviewed with the City and adjusted as needed.

The work items for this task include:

- Evaluate Base Timing Parameters
- Evaluate Vehicle Extensions
- Coordinate with City to Verify Existing and Proposed Base Timing Parameters

- 2.2 Minimum Cycle Lengths:** Six Mile will calculate the flashing don't walk times based on a 2009 MUTCD standard walking speed of 3.5 feet per second. Using the base parameters and the flashing don't walk times, the minimum cycle lengths will be established for each intersection.

The work items for this task include:

- Calculate Flashing Don't Walk Times
- Determine Minimum Timing Splits and Cycle Lengths

- 2.3 Develop Synchro Model:** Six Mile will develop Synchro 8 models with intersection lane configurations, existing peak hour traffic, base timing parameters and flashing don't walk times for each intersection. We will calibrate the models using the saturation flow rates, free-flow speeds, queue lengths and travel time results obtained in Tasks 1.1 and 1.2.

The work items for this task include:

- Add Lane Geometry for Additional Intersections
- Input Counts and Results of Field Review
- Input Base Timing Parameters
- Calibrate Synchro Models

TASK 3 – Coordinated Signal Timing Plan Development

- 3.1 Identify Signal Timing Groups and Develop Coordinated Timing Plans:** Six Mile will evaluate the existing corridor operations and propose signal timing groups for coordination.

Using the Synchro 8 model, Six Mile will develop coordinated timing plans for the AM, midday and PM peak periods and up to two off-peak periods that include cycle lengths, splits and offsets. The uncoordinated timing (free-operation) parameters will also be determined. Different phasing configurations will be evaluated to maximize progression on the corridors during the peak periods, including leading/lagging left-turns on all four approaches, overlaps and split phasing. The phasing configurations will be limited to those that the existing traffic signal controller and traffic signal heads can accommodate.

The work items for this task include:

- Identify Signal Timing Groups
- Develop Coordinated Timing Plans – Optimize Signal Timing Splits and Offsets
- Internal Review – Refine Cycle Lengths, Timing Splits, Offsets and Sequencing

- 3.2 Determine Time of Day Schedule:** Using the existing 24-hour traffic counts, Six Mile will develop a schedule to apply the AM, midday and PM peak and off-peak period coordination plans. The existing traffic data will be reviewed to determine when the coordination plans should be applied on Saturday and Sunday.

The work items for this task include:

- Determine Time of Day Schedule

TASK 4 – Implementation and Fine Tuning

- 4.1 Prepare Signal Timing Worksheets for Implementation:** Six Mile will prepare signal timing worksheets summarizing the base timing parameters, coordination parameters and time of day schedule to facilitate controller programming. Synchro files will also be submitted for the City's review.

The work items for this task include:

- Develop and Compile Signal Timing Worksheets

Deliverables:

- Synchro models
- Signal timing worksheets

- 4.2 Field Optimization:** Six Mile, with assistance from the City to program signal timing adjustments, will observe the corridor performance with the new timings. Simple travel time runs conducted with a stopwatch will be conducted by Six Mile and compared to the before GPS travel time data to identify areas where progression can be optimized. Adjustments will be made to the timing and additional observations and measurements will be conducted until the timing plans are operating effectively.

Two separate field efforts will be conducted. It is anticipated that Broadway Avenue and Yellowstone Avenue will be implemented and optimized in Spring 2015. Holmes Avenue, 17th Street, Hitt Road, Woodruff Avenue, Sunnyside Road, and the free/isolated intersections will be implemented and optimized in Fall 2015.

The work items for this task include:

- City Programs Draft Timing and Coordination Plans and Field Adjustments
- Observe Operations and Conduct Travel Time Runs
- Adjust Timing Splits, Offsets and Sequencing

- 4.3 Update Worksheets and Synchro Models with Field Changes:** The City will provide the signal timing and coordination data after the final field adjustments are made. Six Mile will incorporate them into the Synchro models and signal timing worksheets.

The work items for this task include:

- City provides Signal Timing and Coordination Data
- Update Signal Timing Worksheets and Synchro Models

Deliverables:

- Final Synchro models
- Final Signal Timing Worksheets (to be included in signal coordination report)

TASK 5 – Signal Coordination Report

- 5.1 Signal Coordination Report:** Six Mile will prepare a short memo-style report to document the signal timing changes from the previous 2009 study. Signal timing benefit/cost ratios will not be calculated.

The report will contain recommendations concerning phasing changes or lane marking changes that would improve intersection operations. The recommendations will be made for the existing traffic counts and final timing plans for the peak periods. They will be limited to simple phasing and striping changes to change lane use, and will not include improvements that require roadway construction such as widening the intersections for additional turn lanes or additional through lanes on the arterials or cross streets. To minimize costs, the report will not include intersection exhibits and will only contain results for intersections where improvements are recommended. The schedule assumes two weeks review of the draft report by the City.

The work items for this task include:

- Identify and Evaluate Intersection Improvements
- Prepare Draft and Final Signal Coordination Report

Deliverables:

- Draft signal coordination report
- Final signal coordination report (stamped)

TASK 6 – Project Management

6.1 Project Coordination and Meetings: Coordinate the project with City staff as needed via conference calls or meetings to discuss project status, deliverables and key project issues. Two meetings are anticipated, not including the field timing implementation – one to kick-off the project and one to discuss preliminary timing issues such as cycle lengths and coordination groups. The kick-off meeting will be held in Idaho Falls in conjunction with the Field Review. The preliminary timing meeting will be held via teleconference.

The work items for this task include:

- Project Coordination
- Two Meetings with Agendas and Notes

Deliverables:

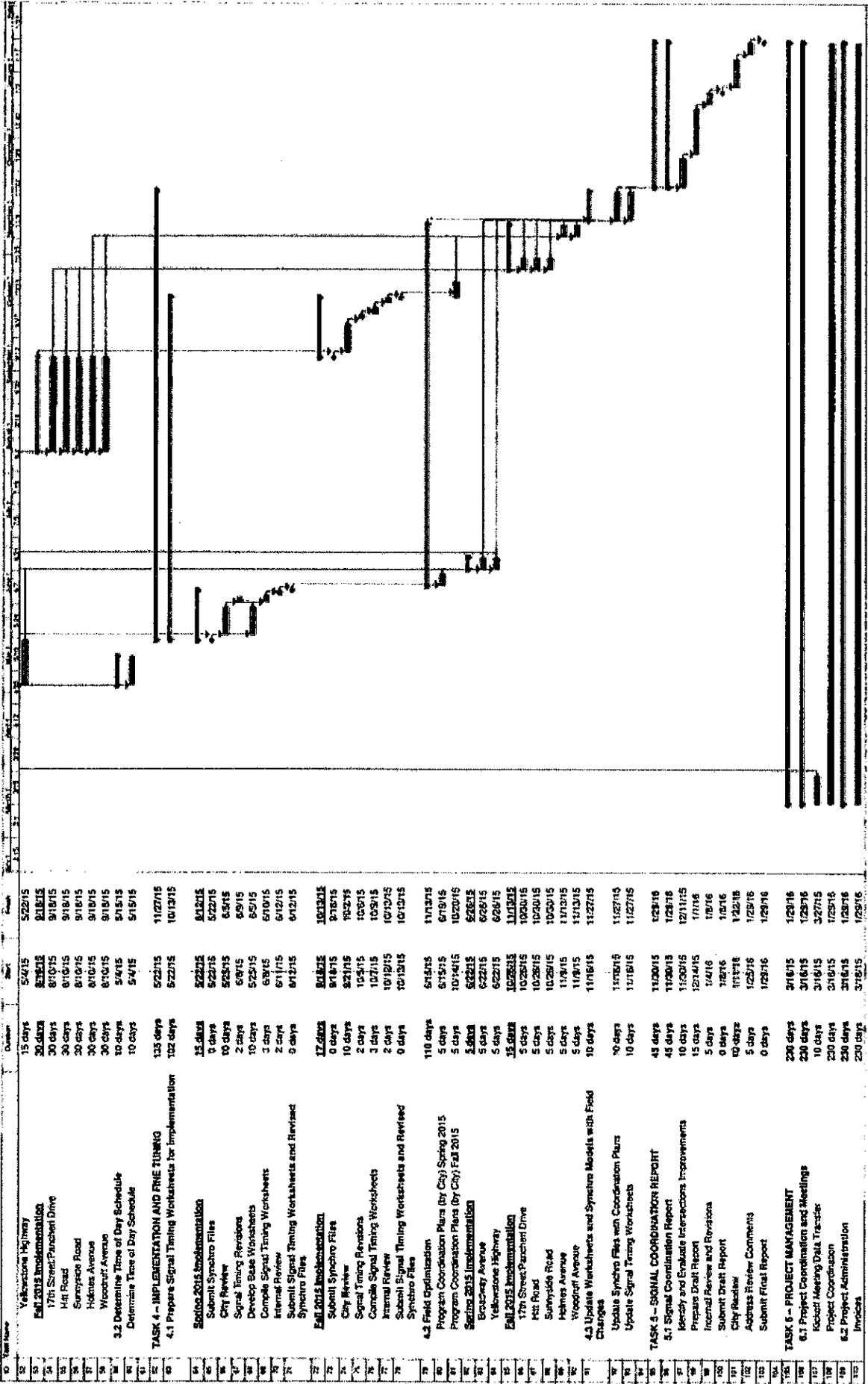
- Meeting Agenda
- Meeting Notes

6.2 Project Administration: Prepare and submit monthly invoices and status reports. Provide general project oversight and administration. The estimated project duration is eleven months.

Deliverables:

- Monthly Invoices with Project Status Reports, PSAs and Tracking Schedule Updates

SCHEDULE
IDAHO FALLS TRAFFIC SIGNAL COORDINATION STUDY
PROJECT NO. A011(887), KEY NO. 1187



Idaho Falls Traffic Signal Coordination Study

Project No. A011(887), Key No. 11687

SIX MILE ENGINEERING BUDGET

LABOR			
A. RAW LABOR			
LABOR	LABOR HOURS	RAW LABOR RATE	TOTAL RAW LABOR
PE3 (L. White)	65	\$ 47.00	\$ 3,085
PE2 (L. Kolsay)	518.5	\$ 40.50	\$ 20,999
PE1 (R. Chipman)	371	\$ 31.00	\$ 11,501
SE1 (B. Kohring)	222.5	\$ 24.50	\$ 5,451
A. TOTAL RAW LABOR			\$ 41,007
B. PAYROLL AND OVERHEAD			
Total Raw Labor			\$ 41,007
Overhead Rate (Approved 6/2/14)			143.85%
B. TOTAL PAYROLL AND OVERHEAD			\$ 58,989
C. NET FEE			
Total Raw Labor Plus Total Payroll and Overhead (A+B)			\$ 99,994
Fixed Fee			13.50%
C. FIXED FEE			\$ 13,499
TOTAL LABOR (A + B + C)			\$ 113,494
EXPENSES			
D. DIRECT EXPENSES			
DIRECT EXPENSE	ESTIMATED AMOUNT	UNIT COST	TOTAL DIRECT EXPENSE
Per Diem (Mon-days)	40	\$ 132.00	\$ 5,280
Mileage (Travel - 9 round trips @ 620 miles per trip; Implementation - Avg. 75 trips/corridor @ avg. 5 miles per corridor)	7,455	\$ 0.575	\$ 4,287
D. TOTAL DIRECT EXPENSES			\$ 9,567
E. SUBCONSULTANTS			
L2 Data Collection			\$ 43,938
E. TOTAL SUBCONSULTANTS			\$ 43,938
TOTAL EXPENSES (D + E)			\$ 53,504
TOTAL LABOR AND EXPENSES			\$ 166,998

Idaho Falls Traffic Signal Coordination Study

Project No. A011(687), Key No. 11687

SIX MILE ENGINEERING BUDGET

LABOR HOURS							
TASK 1	DATA COLLECTION	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
	1.1	Traffic Counts	0.5	6	2	6	14.5
		Coordination with I-2 Data Collection	0	2	0	0	2
		Review and Compile 24-Hour Counts and Determine Peak Hour Periods	0.5	2	2	0	4.5
		Review and Compile TMCs	0	1	0	4	5
		Review and Compile 'Before' Travel Time Runs	0	1	0	2	3
	1.2	Field Review	0	8	18	16	44
		Arterial and Intersection Geometric Data	0	2	10	14	26
		Observe Traffic Operations at Problem Intersections	0	6	8	0	14
		Count Saturation Flow Rates	0	0	0	4	4
TASK TOTAL			0.5	14	20	24	58.5
TASK 2	BASE TIMING AND MINIMUM CYCLE LENGTH CALCULATIONS	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
	2.1	Evaluate Base Timing Parameters	2	14	17	65	98
		Calculate Yellow and All-Red Clearance Intervals	0	0	6.5	32.5	39
		Review Existing Vehicle Extensions	0	0	6.5	32.5	39
		Review/Establish Remaining Base Timing Parameters	2	12	4	0	18
		Coordinate with City to Verify Proposed Base Timing Parameters	0	2	0	0	2
	2.2	Minimum Cycle Lengths	2	12	19.5	13	46.5
		Calculate Flashing Don't Walk Times	0	0	6.5	13	19.5
		Determine Minimum Timing Splits and Establish Minimum Cycle Lengths	0	0	13	0	13
		Review/Revise Splits and Cycle Lengths	2	12	0	0	14
	2.3	Develop Synchro Model	2.5	5	22	39.5	69
		Add Lane Geometry for Additional Intersections	0	0	0	13.5	13.5
		Input Counts and Field Review Results	0	0	10	20	30
		Input Base Timing Parameters	0	0	2	6	8
		Calibrate Synchro Models	2.5	5	10	0	17.5
TASK TOTAL			6.5	31	59.5	117.5	213.5
TASK 3	COORDINATED SIGNAL TIMING PLAN DEVELOPMENT	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
	3.1	Identify Signal Timing Groups and Develop Coordinated Timing Plans	9	151	144	14	318
		Identify Signal Timing Groups	2	7	7	0	16
		Develop Coordinated Timing Plans - Optimize Signal Timing Splits and Offsets	0	130	119.5	0	249.5
		Internal Review - Cycle Lengths, Splits, Offsets, and Sequencing	7	14	14	0	35
		Update Coordinated Timing Plans	0	0	3.5	14	17.5
	3.2	Determine Time of Day Schedule	2.5	10	10	0	22.5
		Determine Weekday TOD Schedule	2	8	8	0	18
		Determine Weekend TOD Schedule	0.5	2	2	0	4.5
TASK TOTAL			11.5	161	154	14	340.5

Idaho Falls Traffic Signal Coordination Study

Project No. A011(687), Key No. 11687

SIX MILE ENGINEERING BUDGET

LABOR HOURS						
TASK 4 IMPLEMENTATION AND FINE TUNING	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
4.1 Prepare Signal Timing Worksheets for		4	16.5	37.5	34.5	92.5
Develop Base Worksheets	1 Worksheet	0	0.5	1	2	3.5
Compile Signal Timing Worksheets	65 Intersections	0	0	32.5	32.5	65
Internal Review and Revisions	1 Review	4	18	4	0	24
4.2 Field Optimization		8	210	82	0	300
Spring 2015 Field Optimization and Travel Time Runs	2 Corridors	2	60	32	0	94
Fall 2015 Field Optimization and Travel Time Runs	5 Corridors	6	150	50	0	206
Update Worksheets and Synchro Models with Field		0	3.5	10	32.5	46
4.3 Changes		0	3.5	10	32.5	46
Update Signal Timing Worksheets	65 Intersections	0	0	6.5	32.5	39
Update Synchro Files	7 Models (5 Weekday, 3 Weekend)	0	3.5	3.5	0	7
TASK TOTAL		12	230	129.5	67	438.5
TASK 5 SIGNAL COORDINATION REPORT	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
5.1 Signal Coordination Report		11	28	7	0	46
Compile and Evaluate Recommended Improvements	1 Evaluation	2	8	0	0	10
Prepare Draft Report	1 Report	4	12	4	0	20
Internal Review and Revisions	1 Review	4	2	1	0	7
Address Review Comments	1 Revision	0	4	2	0	6
Finalize and Submit Final Report	1 Report	1	2	0	0	3
TASK TOTAL		11	28	7	0	46
TASK 6 PROJECT MANAGEMENT	TASK ASSUMPTIONS	PRINCIPAL ENGINEER	PROJECT MANAGER	TRAFFIC ENGINEER	STAFF ENGINEER	TOTAL
6.1 Project Coordination and Meetings		18	38	2	0	58
Kickoff Meeting/Data Transfer (in Idaho Falls, including	1 Meeting (Notes and Agenda)	12	18	0	0	30
Preliminary Timing Meeting (Teleconference)	1 Meeting (Notes and Agenda)	2	4	2	0	8
Project Coordination	1 Coordination	4	16	0	0	20
6.2 Project Administration		5.5	16.5	0	0	22
Invoices	11 Months	5.5	16.5	0	0	22
TASK TOTAL		23.5	64.5	2	0	80
TOTAL LABOR HOURS		65	518.5	371	222.5	1177

L2 Data Collection

February 17, 2015

TRAFFIC DATA COLLECTION SERVICES FOR Six Mile Engineering Scope of Services and Cost Proposal

L2 Data Collection (L2DC) is pleased to submit this proposal to provide traffic data collection services in Idaho Falls, Idaho beginning on date(s) and time(s) still to be determined:

1. Data Collection: Machine Tube Counts

L2 Data Collection will conduct 24-hour daily traffic counts with machine tube counters at the locations listed below.

Location: TBD / 16 locations on 4 and 5 lane roads

Type: Volume & Direction Only

Duration: 24-hrs / 7-days

Day: Typical Week

2. Data Collection: Intersection Turning Movement

L2 Data Collection will conduct intersection turning movement counts at the intersections listed on the attached Schedule A.

Location: As per Schedule A

Time: AM, MID & PM (TBD)

Duration: 1-hr each

Day: Typical Weekday

3. Data Collection: Travel Time

L2 Data Collection will conduct travel time runs using a Ten and Two – Travel Time System as identified below:

Location:

17th Street/Pancherl Avenue; Skyline Drive to Hitt Road

Sunnyside Road; Yellowstone Avenue to Hitt Road

Time: AM, MID & PM (TBD – Same as ITM counts)

Duration: 2-hrs each

Day: Typical Weekday

Drivers: One Driver per Corridor

*Client will be provided hard-copy travel time reports and Ten and Two 'Viewer-Only' software.

4. Deliverables

The Traffic Data Report will be delivered no later than 30 days after the on-site data collection is completed.

5. Contract and Payment Terms

Payment for the services listed below will be net 60 days after the data is delivered.

6. Cost Proposal

Scenario A - Data Collection:	Qty	Rate	Total
Machine Tube Counts - Arterial / Day 1	32	\$175.00	\$5,600.00
Machine Tube Counts - Arterial / Add Days +6	192	\$75.00	\$14,400.00
Intersection Turning Movement / 1-hr counts	154	\$125.00	\$19,250.00
Additional Intersection Turning Movement / 15 hours	15	\$62.50	\$937.50
GPS Travel Time	6	\$250.00	\$1,500.00
Vehicle Charge			\$1,000.00
Per Diem	10	\$125.00	<u>\$1,250.00</u>
			\$43,937.50

L2 Data Collection

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