

CITY OF IDAHO FALLS, IDAHO
COUNCIL MEETING AGENDA
REGULAR MEETING

Thursday, March 12, 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:** Police Officer Steven Roy Avery and Police Officer Jason Lee Miller to be awarded Life Saving Awards as a result of responding to an assist call of a cardiac arrest.
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. Council Confirmation for the Appointments/Re-Appointments to various Boards and Commissions.
 - b. Items from the City Clerk:
 1. Approval of Minutes from the January 22, 2015 Idaho Falls Power Board Meeting, the February 23, 2015 Council Work Session, the February 26, 2015 Idaho Falls Power Board Meeting, and the February 26, 2015 Regular Council Meeting.

2. Approval of License Applications, all carrying the required approvals.
3. Approval of the Monthly Expenditure Summary for the month of February, 2015.
4. Approval of Monthly Treasurer's Report for the month of February, 2015.

c. Item from the Municipal Services Division:

1. Tabulation and Award of Bid for Bid IF-15-09 – Electrical Conductor: It is the recommendation of the Idaho Falls Power Division and the Municipal Services Division to accept the low evaluated bid from Codale Electric Supply for a lump sum amount of \$82,434.00.

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

6. **REGULAR AGENDA:**

A. **Public Works Division:**

1. **Idaho Transportation Department State/Local Development Agreement for the Lomax Street and F Street Flashing Stop Signs Project:** This is a State/Local Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Lomax Street and F Street Flashing Stop Signs Project. This agreement stipulates that \$2,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the Resolution, approval of this agreement; and, authorization for the Mayor and City Clerk to sign the necessary documents.

ACTION: To adopt the Resolution for the Idaho Transportation Department State/Local Development Agreement for the Lomax Street and F Street Flashing Stop Signs Project, approve the agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2. **Idaho Transportation Department State/Local Project Development Agreement for the South Boulevard Corridor Rectangular Rapid Flashing Beacons Project:** This is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the South Boulevard Corridor Rectangular Rapid Flashing Beacons Project. This agreement stipulates that \$1,000.00 be forwarded as a deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the Resolution, approval of this agreement, and authorization for the Mayor and City Clerk to sign the necessary documents.

ACTION: To adopt the Resolution for the Idaho Transportation Department State/Local Development Agreement for the South Boulevard Corridor Rectangular Rapid Flashing Beacons Project, approve the agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

3. **Idaho Transportation Department State/Local Project Development Agreement for the Intersection of Bellin Road and Grandview Drive Project:** This is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Intersection of Bellin Road and Grandview Drive Project. This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the Resolution, approval of this agreement, and authorization for the Mayor and City Clerk to sign the necessary documents.

ACTION: To adopt the Resolution for the Idaho Transportation Department State/Local Development Agreement for the South Boulevard Corridor Rectangular Rapid Flashing Beacons Project, approve the agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

4. **Idaho Transportation Department State/Local Project Development Agreement for the North Capital Avenue and Elm Street Road Safety Audits:** This is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the North Capital Avenue and Elm Street - Road Safety Audits. This agreement requires City financial contribution towards the safety audit at a match rate of 7.34% for an estimated total of \$3,900.00. This agreement has been reviewed by the City Attorney. Public Works recommends adoption of the Resolution, approval of this agreement, and authorization for Mayor and City Clerk to sign the necessary documents.

ACTION: To adopt the Resolution for the Idaho Transportation Department State/Local Development Agreement for the North Capital Avenue and Elm Street Road Safety Audits, approve the agreement, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

B. Idaho Falls Power Division:

1. **PacifiCorp's Customer Requested Work Agreement for Work on West Broadway:** Idaho Falls Power has identified a distribution tie line to complete on West Broadway that will provide connectivity between Westside, Milligan, and Rack Substations, which will enhance redundancy and add capacity to more heavily loaded circuits. The proposed route currently has a pole alignment owned and occupied by PacifiCorp (doing business as Rocky Mountain Power) to serve their customers in the area. Idaho Falls Power is requesting permission to joint use poles along this alignment. Idaho Falls Power is required to compensate PacifiCorp to accommodate the request. The cost estimate for this work is \$43,203.00. Because both PacifiCorp and Idaho Falls Power will occupy positions on the same pole lines, it is highly impractical or impossible to separately bid, construct, and install each party's facilities and equipment on the other's lines or to separate the work into two separate construction contracts and mutually transfer ownership of such facilities once completed to the other. Additionally, Idaho Falls Power is not authorized to bid work on assets owned by PacifiCorp. The City Attorney has reviewed this request and the associated Customer Requested Work Agreement. In recognition of these circumstances, staff requests City Council authorize Mayor Casper to execute the Customer Requested Work Agreement.

ACTION: To approve the Customer Requested Work Agreement with PacifiCorp for work on West Broadway, and give authorization for the Mayor 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.



IDAHO FALLS POLICE DEPARTMENT

Office of the Chief of Police

Chief Mark McBride

(208) 612-8660

Memorandum

Date: March 9, 2015
To: Rebecca Casper, Mayor
From: Mark McBride, Chief of Police *MMB*
RE: Council Agenda Item – Life Saving Awards

The Police Department respectfully requests that two of our Police Officers be presented with the Life Saving Award at the City Council meeting of Thursday, March 12, 2015.

Officer Steven Roy Avery and Officer Jason Lee Miller have been awarded Life Saving Awards as a result of responding to an assist call of a cardiac arrest. These two officers were the first to arrive on the scene and began CPR, continuing until the EMS team arrived and took over. The EMS team stated that the actions of these two officers clearly enabled this patient to recover from this incident.

I respectfully request these awards be presented as early in the City Council meeting as is appropriate.

Thank you for your consideration of this request.

P.O. Box 50220, Idaho Falls, Idaho 83405-0220

605 N. Capital, Idaho Falls, Idaho 83402

Phone Numbers: Animal Shelter (208) 612-8670 Detective Division (208) 612-8631 Records Division (208) 612-8600
www.idahofallspolice.com

CONSENT AGENDA:



Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: March 9, 2015
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find the memo for the appropriate Division Director as well as resumes and/or applications for citizens I would like to appoint to serve on City Board Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires
Renee Magee	Historic Preservation Commission	Planning and Building	12/31/2017
Julie Williams	Historic Preservation Commission	Planning and Building	12/31/2017
Judy Mortimer	Historic Preservation Commission	Planning and Building	12/31/2017

All the above individuals are being recommended by the Division Director for reappointment. I did have a chance to meet with Julie Williams and discuss the commission as a whole. I am confident that the following individuals meet the criteria set for them in the city code and furthermore that they will make a positive contribution to the good work of the commissions they will serve on.

It is my hope that that the Council will ratify these appointments at the Regular Council Meeting on Thursday evening, March 12, 2015. I request your confirming vote.

In addition to confirming vote, I also invite you to support the good work of these 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

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-028-15

MEMORANDUM

TO: Honorable Mayor Rebecca Casper
FROM: Brad Cramer, Planning and Building Director
SUBJECT: Re-appointments to Historic Preservation Commission
DATE: March 9, 2015

The Planning Department respectfully requests the re-appointments of Renee Magee, Judy Mortimer, and Julie Williams to the Historic Preservation Commission for three-year terms, ending on December 31, 2017. These three individuals bring varied areas of expertise and have a wealth of knowledge and experience serving on the commission. Julie and Renee also help fulfill the requirement that at least four of the commission members have professional training or experience in disciplines related to the commission's activities.

cc: File

February 21, 1995

Ms. Renee Magee
Assistant Planning Director
City of Idaho Falls
680 Park Avenue
Idaho Falls, ID 83405

Dear Ms. Magee:

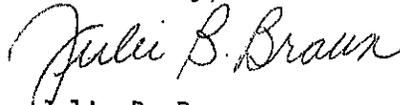
I am responding to an advertisement placed in the Idaho Falls Post Register on February 20, 1995 regarding the Idaho Falls Historic Preservation Commission and the need for at least two professionals and volunteers to serve as Commission members.

I am very interested in serving on the Commission in whatever capacity you deem my experience warrants. In addition to my work experience, I am a third generation Idahoan, have lived in the Idaho Falls area all of my life, and come from a local ranching family. I am interested not only in the architectural history of the Idaho Falls area but also the archaeological and historical history of the community and surrounding areas. I am very familiar with research methods and am particularly interested in conducting oral histories.

As you can see by my attached resume, I have extensive experience in the compliance aspect of historic preservation laws including, agreement writing, developing management plans, participating in field surveys and excavations, etc. I believe my previous work in promotions and communications has contributed greatly in this work by providing the ability to share this information through written materials. I am continuing my education at Idaho State University (ISU) parttime and am currently enrolled in a history course and a cultural resources management course.

I would appreciate the opportunity to speak with you regarding the activities of the Commission and my possible participation. Because of course work and other extracurricular activities, it is best to reach me at work. I work four ten hour days and can be reached Monday through Thursday at ~~525-~~
~~0056.~~

Sincerely,



Julie B. Braun
INEL Cultural Resources Management

*new number
526-0926
12-2-94*

Julie B. Braun

1382 N. 1200 E.
Shelley, ID 83274
Home Phone (208) 357-3108
Work Phone (208) 525-0056

Personal Data:

Birthday: September 28, 1954
Health: Excellent

Experience:

10/92 to
present

LITCO/EG&G Idaho, Inc. Idaho Falls, Idaho
Idaho National Engineering Laboratory
Cultural Resources Management Unit
Senior Communications Specialist

Conduct research for the INEL history and archaeology programs and provide technical advice to DOE-ID for compliance with historic preservation laws. Tasks associated with these programs include but are not limited to, locating, identifying, obtaining, and compiling historical data for INEL facilities and projects. In addition, I coordinate and participate in tours, draft Memoranda of Agreement and Programmatic Agreements with the State Historical Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP) in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) requirements. Consult with SHPO and ACHP per NHPA Section 106. Provide training and advise Project Managers and others on NHPA Section 106 as it pertains to INEL facilities. Develop a facilities database for Section 106 inventory and monitoring requirements. Administer contracts for, and provide assistance to contracted professionals through historic research, records searches, resource coordination. As needed, assist in field surveys, gridding, testing, and mapping archeological sites and monitoring of cultural resources.

Additional assignments have included: Emergency Response Organization Media Monitor, North Yellowstone Complex Area Warden, participation in excavation of human remains at the Power Burst Facility of the INEL, historic compliance assistance to SSC-DOE.

9/90 to
10/92

EG&G Idaho, Inc. Idaho Falls, Idaho
Chemical Services Unit, Chemical and Materials Research and Engineering Group
Senior Administrator
Provide professional services and support in the execution of administrative functions including budgets, scheduling, compliance issues (i.e., Tiger Team, PO&A, internal findings), management

plans, performance measures, Group surveillance plans, and the application of EG&G policies with respect to unit and group activities. Provide cost/ schedule support to various programs/projects at IF and Site locations. Analyze performance measures, as established in unit performance models, for conformance with Group operational plan, Department five year plan, and Company policies. Track required reading, oversee records Inventory management for the Group. Area Warden duties at the ROB, requisition tracking, weekly financial (CAPS) reports to Project Investigators and Technical Leaders, develop databases for tracking purposes. Completed Level One Project Management Training.

Additional assignments included: Emergency Response Organization Media Monitor, ROB Area Warden.

1/90 to
9/90

EG&G Idaho, Inc. Idaho Falls, Idaho
Process Technologies Unit, Chemical Sciences Group
Associate Lab Tech II

Responsible for distributing project reports, papers, correspondence, etc. to sponsors and all other requestors. Implemented and maintained database on report tracking, training, requisitions. Scheduled all Unit training. Organized, implemented, and maintained the Unit library at North Holmes Laboratory Facility (NHLF). As part of a three person committee, wrote the NHLF Emergency Action Manual and the Emergency Action Plan.

7/84 to
1/90

KIFI-TV, Idaho Falls, Idaho
Traffic Manager/National Sales/Programming Coordinator

As Traffic Manager my duties included: interview job applicants, hire, terminate, train, supervise, and work as back-up to traffic personnel in daily program log preparation and commercial tape input; write procedures for all facets of the traffic department; keep personnel records up-to-date and accurate; one of eight people on the senior staff; devise and implement policies for all departments; make decisions impacting operations for the entire station; conduct quality audits; analyze and implement necessary changes as a result of the quality audits. Primary operator of IBM 3600 main frame computer.
As National Sales Coordinator my duties included: set annual sales budgets and goals; market presentations to national advertising agencies using audio and visual aids and print materials; establish rates and negotiate rates with national and local advertising agencies and national representatives of KIFI-TV; conduct sales meetings in the absence of the General Sales Manager; work with the Production Department on ideas for local commercials; supervise installation of the NBC satellite system;

hire, supervise, train, and when needed, terminate receptionists. As Programming Coordinator my duties included: maintain Nielsen and Arbitron ratings logs; knowledge of demographic ratings of all programs within the Idaho Falls-Pocatello market and similar markets nationwide; purchase and schedule new programs; conduct meetings with representatives of Warner Brothers Studios, Paramount, King, etc. on program packages.

2/82 to
7/84

American Furniture Warehouse, Idaho Falls, Idaho
Advertising/Promotion Manager
Merchandising/Inventory Control Manager

As Advertising/Promotions Manager my duties included: write and direct radio and television commercials, layout newspaper advertisements and circulars; plan and execute promotional events; negotiate media rates with media representatives; appear in commercials; write letters for direct mail materials; hire outside organizations for in-store demonstrations; conduct weekly advertising meetings with store and sales managers from three regional outlets; annual advertising budget; hostess for all in-store promotions; keep scrap book of all promotions and sales/cost ratios; negotiate printing contracts for all in-store promotional materials.

As Inventory/Merchandising Manager my duties included: oversee all aspects of inventory control, from ordering products to receiving; supervise monthly physical inventories; interact with salespeople, management, vendors and customers; negotiate freight rates; file freight claims; work as backup for accounts receivable/payable clerk; priced all merchandise.

4/76 to
2/82

Chad's Home Furnishings, Idaho Falls, Idaho
Advertising/Promotion Manager
Inventory/Merchandising Manager

American Furniture purchased Chad's in February, 1982. I performed basically the same duties for Chad's as for American Furniture, as listed above.

Education:

Currently attending Idaho State University part time, 4.0 GPA.
Skyline High School Graduate - 1972

EG&G courses- Effective Oral Presentations, Program Management Level 1, Records Coordinator, Occurrence Reporting System (ORPS), Beginning MacIntosh, Beginner and Intermediate Wordperfect, dBase IV intermediate, Intermediate Lotus, Freelance IV, Compliance Tracking System, CAPS, Cost Account Manager, Medic First, Joint Public Information Center media monitor.

Special Courses - Numerous advertising and promotion seminars and training courses, Management by Objective, Compliance Tracking System, CAPS, IMMS, Office Vision, Database IV, Medic First Aid, CPR, various management courses, Project Management, Introduction to Federal Projects and Historic Preservation Law, Assessing Historic Significance, and Advanced Seminar Preparing Agreement Documents.

Documents:

J. B. Braun - Marketing of The Dunaway House, A Texas Archaeological Landmark Property; 1995 EG&G SSC Plan

J. B. Braun - Draft Historic Resource Management Plan for Historic Architectural Properties on the INEL, DOE/ID-10462; 1994

J. B. Braun - Draft Sitewide INEL Programmatic Agreement; 1994

J. B. Braun, S. J. Miller, B. L. Ringe - Draft Historically Significant Scientific and Technical Facilities at the INEL, EGGCS-10699; 1993 EG&G Internal Technical Report

J. B. Braun, S. J. Miller, C. F. Marler - Draft Memorandum of Agreement Auxiliary Reactors I, II, III; 1993

J. B. Braun, S. J. Miller, C. F. Marler - Draft Memorandum of Agreement TAN-629; 1993

J. B. Braun, S. J. Miller, C. F. Marler - Draft Programmatic Agreement INEL; 1993

J. R. Horan, J. B. Braun - IDO-INEL Occupational Radiation Exposure History, EGG-CS-11143; 1993

J. B. Braun, S. J. Miller - Preliminary Report for the Aircraft Nuclear Propulsion Program: TAN Hangar 629, DOE/ID-10442; 1993

J. B. Braun, S. J. Miller - Draft Informal Historic Summary for Auxiliary Reactor Areas I, II, and III, DOE/ID-10407; 1992

J. B. Braun, S. J. Miller - Draft Informal Historic Summary for the Loss of Fluid Test Facility, DOE/ID-10398; 1992

J. B. Braun - Area of Potential Effects Management Plan for the Superconducting Supercollider; 1992



Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: March 9, 2015
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached please find the resume for a citizen I would like to appoint to serve on City Board Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires
David Noack	Idaho Falls Business Assistance Corporation	Planning and Building	12/31/2017

The applicant has been screened and subsequently recommended for appointment by the respective department director. I then reviewed the application submitted by each individual (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 them 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 his appointment and it is my hope that that the Council will ratify this appointment at the Regular Council Meeting on Thursday evening, March 12, 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.

RECEIVED

FEB 12 2015



City of Idaho Falls
Boards, Committees and Commissions
Citizen Application

MAYOR'S OFFICE

Thank you for your willingness to serve our community. Please fill out this form and attach a résumé to this application. If you wish, you may also submit a cover letter explaining your interest in city service.

Your application will be kept on file. When there is an opening on a relevant City Board, Committee or Commission, your application will be reviewed. Return the completed form to the Mayor's office at: City of Idaho Falls Mayor's office: P.O. Box 50220, Idaho Falls, ID 83405 or mayor@idahofallsidaho.gov.

Name:	David Noack	
Mailing Address:	2300 North Yellowstone Ave.	
City, State, Zip:	Idaho Falls, ID 83401	
Email Address:	noacdavi@isu.edu	
Daytime Phone:	208-523-1087	<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Evening Phone:		<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Cell Phone:	208-390-7867	<input checked="" type="checkbox"/> Message? <input type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

I have worked in Idaho Falls serving individuals and businesses for 15 years. I consult, coach, and teach individuals and businesses succeed in business. It's very gratifying to me being able to watch others succeed and thrive while helping strengthen our local and state economy.

How does your background training and experience lend itself to service on this/these committee(s)?

I have a very comprehensive business background. I have personally worked with over 2000 different businesses in Eastern Idaho. I hope also helped place and mentor over 325 University business teams from Idaho State University and BYU Idaho as well. I am an SBDC certified business consultant and have successfully launched and operated a number of businesses personally.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Certified business consultant 15 years, In-depth experience in marketing, finance, management, business planning, business modeling, strategizing, organization, and operation.

FOR OFFICE USE ONLY:	
Date received by Mayor's Office:	Date appointed:
City Division(s) application forwarded to:	Board, Committee or Commission appointed to:

	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	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 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 ²	Three(3)	3 rd Wednesday
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input 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 ³	Three(3)	1 st Thursday
<input type="checkbox"/> Idaho Falls ADA Accessibility Commission ⁴	Three(3)	As Needed
<input checked="" type="checkbox"/> Idaho Falls Business Assistance Corp (IFBAC)	Staggering Terms / 3 yrs	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 type="checkbox"/> Planning Commission ⁵	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
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

¹ Where not specifically required by law, City of Idaho Falls residents will be given preference.

² Five (5) members shall have professional training or experience in the disciplines of horticulture, landscape architecture, architecture, community development, urban forestry, parks planning and administration, economic development or related fields.

³ Four (4) members shall have professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation-related disciplines.

⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

Please note: Those who stand to receive a direct financial benefit from a particular position, who are involved in litigation with a relevant city department, and who are not city residents may be declared ineligible to serve on a committee.

Any information supplied may be subject to disclosure under the Idaho Public Records Law §§ 9-337 through 9-350

David Noack

336 N. 1810 E. St. Anthony, ID 83445

Phone (208) 390-7867

E-mail: noacdavi@isu.edu

BACKGROUND

I have extensive experience in business development, strategic planning, and marketing. This includes a broad background in technology, manufacturing, and product development as well. For the past 15 years have served as a business consultant and as the Regional Director of the Small Business Development Center (SBDC, a program under the direction of the College of Business at ISU) serving Eastern Idaho.

I founded and owned a number of companies in various industries including: self-reliance, alternative energy, aircraft manufacturing, pest control, general contracting, and HVAC manufacturing. Some of my licenses include: Certified Business Consultant, FAA Certified Flight Instructor, HVAC contractor, and general contractor.

I also have a unique and extensive 44 year background in the self-reliance and preparedness industries including active related trademark and patent applications.

EMPLOYMENT HISTORY

2001 - Present: **Regional Director, Idaho Small Business Development Center, ISU, Idaho Falls, Idaho:** As the Director for the SBDC in Eastern Idaho, I have consulted with over 2000 companies and mentored more than 325 university student business teams who conduct research and feasibility studies for businesses. I provided consultation, mentoring, and classes to individuals and businesses on all facets of business development including: marketing, finance, organization, management, funding, technology, resourcing, business modeling, and business planning. I also work proactively with economic development professionals and organizations throughout the region.

1997 - Present: **Entrepreneur & President, Self-Reliant Living, LLC, St. Anthony, Idaho.**

Design and install alternative energy systems. Teach and empower self-reliance and independence. Designed & developed various renewable energy systems.

1997 - 2000: **Software Development, Plat Technologies, LLC, St. Anthony, Idaho.** Redesigned and assisted in the programming and marketing DEED2plat (a survey software deed plotting program).

1997 - 1998: **Director of Marketing, Surveyors Module International, LLC, Church Hill, Tennessee:** Developed and implemented a marketing program that dramatically increased sales and profitability. Evaluated and assisted in restructuring business operations, turning the company from a significant negative cash flow trend to a highly profitable recovery. Assisted in posturing the company for sale; it sold for more than

double what the owner was originally anticipating. Assisted in software design, technical documentation, and technical support.

1980 - 1996: **Entrepreneur & President**, *Sunrise Pest Management, Inc.*, Gig Harbor, Washington. Founded and operated one of the largest pest control companies in Washington State. Extensive experience in all phases of business development and operations.

1993 - 1997: **Entrepreneur & Flight Instructor**, Northwest Gyrocopters, Inc., Gig Harbor, WA. Top rated flight instructor, national aviation forum instructor (flight and safety), consultation, and curriculum development.

1990 - 1995: **Entrepreneur and President**, *SnoBird Aircraft, Inc.*, Gig Harbor, Washington. Awarded state and federal grants after assisting in grant writing. Received substantial investment after writing the company business plan.

Aircraft research, design, development, and flight-testing. Manufactured and marketed five top rated models of gyroplane aircraft. Produced extensive CAD drawings and documentation, wrote aircraft operations and assembly manuals. Supervised aircraft assembly operations. Awarded FAA certified aircraft kit approval for our gyroplanes. Procured the only hull insurance ever granted for gyroplane aircraft.

Setup dealership program. Developed flight training curriculum. Established an FBO (Fixed Base Operation) at an airport, including an airport flight operations plan. Wrote and produced top rated gyroplane demo video

1989 - 1992: **General Contractor/Partner**, Great American Homebuilders, Inc., Gig Harbor, WA. Proactively participated in and managed all phases of residential contracting and construction.

1981 - 1989: **Entrepreneur & General Contractor**, Noack Construction, Gig Harbor, WA. Administration over all phases of business development and implementation. Designed and developed the top selling "Expandable Home" program in Pierce County, WA. Designed and built dozens of homes and apartments. State licensed home inspector.

1979 - 1980: **Department Manager**, A-1 Spray Service, Tacoma, WA. Weed control and lawn maintenance division manager.

1976 - 1979: **Entrepreneur and Partner**, Gossling and Noack Construction Co., Rexburg, ID. Built residential and commercial structures including: apartments, motels and homes. Also designed and installed landscapes and irrigation systems.

1976 - 1978: **Apartment Manager**, Davenport Apartments, Rexburg, ID. Managed student housing, performed general maintenance and repairs.

EDUCATION

GrowthWheel certified (business modeling)
NxLevel certified (business plan development)
Business Model Generation certified
FastTrac certified (business development)
SBIR (Small Business Innovation Research) grant training
B.S. degree in Business and Horticulture
A.A. degree in Landscape Design and Nursery Management
Architectural Drafting and Design Training
Flight Instructor Rating, F.A.A.
Commercial Pilot Rating, F.A.A.

PROFESSIONAL ACCOMPLISHMENTS

- **Received federal and state grants** for R&D with the University of Washington. Awards from Washington Technology Center and the U.S. Department of Commerce
- Developed the **top-selling (expandable) home program** in Pierce County, Washington
- Received numerous **aircraft design awards**
- National aviation **forum instructor**, air show performer, received numerous piloting awards
- Produced **top rated gyroplane demo video**
- **Teacher:** Ricks College Community Education Department, and Education Week
Classes include: alternative energy systems, micro-power systems, solar greenhouse design & construction.
- **Guest speaker:** radio talk shows, community meetings, and college classes



Memorandum

To: City Council
From: Rebecca Casper, Mayor
Date: March 9, 2015
Re: Appointments/Reappointments to City Boards, Committees and Commissions

Attached, please find the memo from the appropriate Division Director as well as applicable resumes and/or applications for citizens I would like to appoint to serve on City Board Committees and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires
DaNiel Jose	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2016
Ben Burke	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2016
Rick McMullen	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2016
Royce Clements, Captain	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2016
Ralph Frost	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2016
Nolan Taylor	Traffic Safety Committee	Idaho Falls Police Dept.	12/31/2015

I have received recommendation by the Division Director to appoint the following people to the Traffic Safety Committee:

Daniel Jose is a city employee representing BMPO, she is a reappointment being recommended for a two year term.

Ben Burke is representing the Idaho Transportation Department and is a reappointment being recommended for a two year term.

Attached you will find an application for Rick McMullen. I have reviewed the application and also met with Mr. McMullen. He is a new appointee being recommended as an at large member for a two year term.

Royce Clements is being recommended by the Division Director based on an assignment change. Royce will be representing the Police Department and replacing Captain Darren Cook for a two year term.

Ralph Frost, School District 91 recommended new appointment for a two year term.

Nolan Taylor, INL recommended new appointment to finish Mr. Bill Skinner's term ending December 31, 2015.

The duties of the Traffic Safety Committee are to study traffic throughout the city to discover and eliminate traffic hazards. Additionally, this committee meets on the second Tuesday of the month provided there are agenda items to be discussed. The agenda items can come from any faction of the community. Departments within the city have brought items forward for discussion. Citizens are welcome and encouraged to bring items forward that they view as safety issues for resolution. The process for a citizen to have something placed on the agenda is quite simple and can be done electronically.

Upon review and reflection, I am confident that these individuals meet the criteria set for them in the city code and furthermore that they will make a positive contribution to the good work of the commissions they will serve on.

It is my hope that that the Council will ratify these appointments at the Regular Council Meeting on Thursday evening, March 12, 2015. I request your confirming vote.

In addition to confirming vote, I also invite you to support the good work of these 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.



IDAHO FALLS POLICE DEPARTMENT

Office of the Chief of Police

Chief Mark McBride

(208) 612-8660

RECEIVED

FEB 23 2015

MAYOR'S OFFICE

Memo

To: Rebecca Casper, Mayor

From: Mark McBride, Chief of Police *MMMS*

Date: February 20, 2015

Re: TRAFFIC SAFETY COMMITTEE REAPPOINTMENTS AND APPOINTMENTS

It is time to reappoint three of the voting positions on the Traffic Safety Committee for a two year term. The first member is DaNiel Jose, a City employee representing the BMPO. Ms. Jose has been very helpful with bicycle and pedestrian safety issues.

The second member is Ben Burke representing the Idaho Transportation Department. His expertise has been very valuable with concerns on roadways that are considered State roads. I have included his Citizen Application with this packet of information.

The third member, Citizen Member at Large is Francis Breen who has served this committee since April of 2006. While we appreciate his service to the committee, he is not being recommended for reappointment.

I have included the Citizen Application from Rick McMullen who expressed an interest in the Traffic Safety Committee. The Citizen Member at Large represents the City in general. I have reviewed his application and would like him to be appointed to the Traffic Safety Committee for a two year term.

In addition, due to changes within the Police Department, School District 91, and the Idaho National Lab (INL), the voting members representing these entities need to be reassigned. Captain Royce Clements is the current Patrol Captain of the Police Department and as such, the responsibility of representing the Police Department on this Committee falls to him. I am recommending that he be appointed to replace Captain Darren Cook for a two year term.

Chad Martin represented School District 91 but is no longer with the School District. Ralph Frost with the School District has been recommended by Superintendent Boland to serve on this Committee. I have enclosed Mr. Frost's Citizen Application with this packet and am recommending that he be appointed for a two year term.

Bill Skinner who was representing the INL as the Fleet Safety Engineer was recently replaced by Nolan Taylor. I have enclosed Mr. Taylor's Citizen Application with this packet and am recommending that he finish Mr. Skinner's term which ends December 31, 2015. These appointments and reappointments are in keeping with the term restrictions stated in the Traffic Safety Committee City Ordinance.

The duties of the Traffic Safety Committee are to study traffic throughout the City to discover and eliminate traffic hazards. Additionally, this committee promotes traffic safety by traffic controls, laws, regulations and other means. This Committee meets on the second Tuesday of the month provided there are agenda items to be discussed. The agenda items can come from any faction of the community. Departments within the City have brought items forward for discussion. Citizens are welcome and encouraged to bring items forward that they view as safety issues for resolution. The process for a citizen to have something placed on the agenda is quite simple and can be done electronically.

During a Traffic Safety Committee meeting, the agenda items are thoroughly discussed and include results of any studies that have been done by the appropriate City Department. The Committee then makes a recommendation in the form of a motion. The notes and action items are forwarded to the City Council and if no objections are heard, the appropriate City Department is asked to implement the recommendation.

Mayor Casper, I respectfully request you to conduct interviews as per the appointment process and that we move forward with these appointments, reappointments at your earliest convenience.

C Kami Morrison
Administrative Assistant

/ks

MCBRIDE-0922015

P.O. Box 50220, Idaho Falls, Idaho 83405-0220
605 N. Capital, Idaho Falls, Idaho 83402

Phone Numbers: Animal Shelter (208) 612-8670 Detective Division (208) 612-8631 Records Division (208) 612-8600
www.idahofallspolice.com



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

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Name:	Ben Burke / ITD currently on Traffic Safety Committee	
Mailing Address:	PO Box 97	
City, State, Zip:	Rigby Idaho 83442	
Email Address:	benjamin.burke@itd.idaho.gov	
Daytime Phone:	208-745-5630	X Message? <input type="checkbox"/> Text?
Evening Phone:	208-745-0298	X Message? <input type="checkbox"/> Text?
Cell Phone:	208-705-6610	X Message? X Text?

What is your motivation for service on this/these committee(s)?

I am interested in evaluating proposed changes to any traffic related facility to hopefully provide consistency between ITD Highways and surrounding community roadways.

How does your background training and experience lend itself to service on this/these committee(s)?

I have worked as a Traffic or Design Engineer since graduating from Utah State University in 2001. I have also taken a number of National Highway Institute course ranging from traffic signal design to work zone traffic control.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I have completed the Traffic and Transportation Engineering Seminar hosted by Northwestern University. This seminar teaches engineers on proper techniques to complete signal warrant analysis, speed studies, highway capacity analysis, accident analysis, installation of traffic control devices, and pedestrian and bicycle facility design.

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	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	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 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 ²	Three(3)	3 rd Wednesday
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input 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 ³	Three(3)	1 st Thursday
<input 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 type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
X Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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Citizen Application**

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Name:	Rick McMullen	
Mailing Address:	382 Hartert Drive	
City, State, Zip:	Idaho Falls, ID 83404	
Email Address:	mcnuc@msn.com	
Daytime Phone:	533-5663	<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Evening Phone:	529-0595	<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Cell Phone:	243-0722 6118	<input checked="" type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

A sense of civic duty to help our city improve in as many ways as possible.

How does your background training and experience lend itself to service on this/these committee(s)?

My professional career is centered around ensuring compliance with multiple federal and corporate policies (EPA, RCRA, TSCA, etc.).

I'm a lifelong reader and strong supporter of public libraries.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

Veteran (Nuclear-trained Navy Officer)

49 CFR 100-185 certification in hazardous and mixed materials transportation

B. S. in Physics, Trinity University, 1987

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	<u>Length of Term (Years)</u>	<u>Meeting Frequency</u>
Mayor's Office		
<input checked="" type="checkbox"/> Citizen Review Committee ¹	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 checked="" type="checkbox"/> Library Board	Five(5)	Monthly/As Needed
Municipal Services		
<input 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 ²	Three(3)	3 rd Wednesday
<input type="checkbox"/> Board of Adjustment	Five(5)	2 nd Thursday/As Needed
<input 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 ³	Three(3)	1 st Thursday
<input 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 type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
<input checked="" type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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⁴ All members shall be a person with a disability or have a demonstrated interest, competence or knowledge of disabilities.

⁵ One (1) member shall be a Bonneville County resident residing within the area of city impact.

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1/15/15 e-mailed to
mayors office to
replace Chad Martin



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Name:	Ralph Frost	
Mailing Address:	2745 Plommon St.	
City, State, Zip:	Idaho Falls, ID 83402	
Email Address:	frosralp@d91.k12.id.us	
Daytime Phone:	208-525-7580 ext. 4	X Message? <input type="checkbox"/> Text?
Evening Phone:	208-524-4423	X Message? <input type="checkbox"/> Text?
Cell Phone:	208-716-0873	X Message? <input checked="" type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

Requested by Superintendent Boland to represent the Idaho Falls School Dist. 91

Since traffic safety is an everyday issue in my department, I look forward to being on this committee.

How does your background training and experience lend itself to service on this/these committee(s)?

I have been driving school bus for 20 years (15 years in Idaho Falls).

For 15 years I have been responsible for the school bus routes in the Idaho Falls School Dist. 91. When placing bus stops we try to create safe walking paths to/from bus stops based on area and traffic.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

As transportation director for the Idaho Falls School Dist. 91 I have to study traffic patterns often to establish safety bussing areas and to create safe routes for buses to travel. This involves finding safe areas for students to cross roads, RR xings, canals, river, business driveways, etc.

I am also in charge of crossing guards which includes being involved with the City on where to place them and what time to have them at school crosswalks.

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Mayor's Office		
<input type="checkbox"/> Citizen Review Committee ¹	One(1)	As Needed
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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 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 ²	Three(3)	3 rd Wednesday
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<input 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 ³	Three(3)	1 st Thursday
<input 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 type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
X Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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Name:	Nolan Taylor	
Mailing Address:	1553 North 715 East	
City, State, Zip:	Shelley, Idaho 83274	
Email Address:	nolan.taylor@inl.gov	
Daytime Phone:	526-4360	<input type="checkbox"/> Message? <input type="checkbox"/> Text?
Evening Phone:	520-4143	<input checked="" type="checkbox"/> Message? <input type="checkbox"/> Text?
Cell Phone:	520-4143	<input type="checkbox"/> Message? <input checked="" type="checkbox"/> Text?

What is your motivation for service on this/these committee(s)?

I work for Battelle Energy Alliance at the Idaho National Lab, as Fleet Safety Engineer (replacing Bill Skinner). I will be working with the City of Idaho Falls from time to time on issues which affect INL's Fleet of buses and smaller vehicles. Serving on the committee would be a benefit to the fleet and hopefully to the City as well.

How does your background training and experience lend itself to service on this/these committee(s)?

I am a Certified Safety Professional (CSP) and have worked at the INL for over 25 years. I have a range of professional safety experience from fleet to nuclear that can be applied to service on this committee.

Please list any relevant areas of expertise, education or training you possess that will be helpful for service.

I am a native of the area, and have lived in or around Idaho Falls all of my life. I currently own a home in Idaho Falls and also one in the Shelley area. I have a vested interest in seeing this area grow and thrive. Serving on the Traffic Safety Committee is one way I can help serve this community I call home.

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Board, Committee or Commission appointed to:

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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
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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 ²	Three(3)	3 rd Wednesday
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<input type="checkbox"/> Electrical Board of Review	Two(2) & Three(3)	As Needed
<input type="checkbox"/> Historic Preservation Commission ³	Three(3)	1 st Thursday
<input 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 type="checkbox"/> Planning Commission ⁵	Six(6)	1 st Tuesday
<input type="checkbox"/> Plumbing Appeals Board	Three(3)	As Needed
Police Department		
XX <input type="checkbox"/> Traffic Safety Committee	Two(2)	As Needed
Regional Committees		
<input type="checkbox"/> Bonneville Metropolitan Planning Organization (BMPO)		
<input type="checkbox"/> Targhee Regional Public Transportation Association (TRPTA)		

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RESUME

NOLAN C. TAYLOR

SAFETY ENGINEER -CSP-

Certified Safety Professional (CSP) 25 years of Industrial Safety Experience

1553 N. 715 E.
Shelley Id. 83274
(208) 520-4143 (Cell)
(208) 533-4360 (Work)

CURRENT POSITION:

SAFETY ENGINEER for Battelle Energy Alliance (BEA) at the Department of Energy's IDAHO NATIONAL LABORATORY (INL).

EXPERIENCE and QUALIFICATIONS:

- Certified Safety Professional (CSP) with 25 years as a Safety Engineer in heavy construction and general industrial safety.
- Also experienced in Industrial Hygiene duties.
- Safety related experience in Fire Protection duties, such as building inspections, welding and hot work permitting, fire extinguishers and life safety requirements.
- Experienced at handling Workmans Compensation claims.
- Experienced accident incident investigator.
- Act as a Subject Matter Expert (SME) to give advice to supervisory and craft personnel on OSHA and DOE, industrial safety requirements.
- Establish and encourage a behavior based safety culture to reduce: injuries, lost time, workmans comp costs, pain and suffering.
- Review work packages, projects, work operations.
- Experienced as a Tech Lead.
- Insure the work environment is safe and healthful, free from recognized hazards

PAST POSITIONS

3/99 to present: Rehired by Lockheed Martin (LMITCO), then a contract change occurred turning INL over to Bechtel (BBWI) after which the following contract changed INL into Battelle Energy Alliance (BEA).

NOLAN C. TAYLOR CSP

SAFETY ENGINEER

Page 2

- 10/95 to 3/99 NEWPORT NEWS REACTOR SERVICES (NNRS)
Located at the Naval Reactors Facility (NRF) at the INL
Senior Safety Engineer - Lead S&H Position- over Safety, Industrial Hygiene, and Fire Protection. Contract was to remove fuel and decommission Naval Nuclear Reactors Prototype Submarine S5G and A1W- A & B, Aircraft Carrier reactors.
As S&H Lead, responsible for one other Safety Engineer and one Industrial Hygienist, and for the; Industrial Safety, Industrial Hygiene and Fire Protection Programs and Procedures.
Implemented "Behavior Based Safety" principles, which contributed to completing contract with exceptionally low injury rate, and Workmans Compensation costs.
- 10/94 to 10/95 LOCKHEED MARTIN IDAHO TECHNOLOGIES COMPANY (LMITCO)
Located at INTEC on the INL (M&O) contract changed from MK-Ferguson to LMITCO)
Safety Engineer – Principal Technical Specialist, Construction Division
Safety Engineer providing construction safety oversight safety coverage for approx. 30 subcontractors at INTEC.
- 9/92 to 10/94 MK-FERGUSON OF IDAHO COMPANY
Located at INTEC on the INL
Safety Engineer – Principal Technical Specialist, Construction Division
Safety Engineer providing construction safety oversight safety coverage for approx. 30 subcontractors at INTEC.
- 4/91 to 9/92 Arrington Construction
Located at INTEC on the INL,
Project Safety Manager
Safety Engineer providing Safety, Industrial Hygiene, and Fire Protection, for a contract to insulate and install siding on the FPR building and to build a concrete (acid) pipe trench system through INTEC.
- 3/89 to 4/91 NEWPORT NEWS REACTOR SERVICES (NNRS)
Located at the Naval Reactors Facility (NRF) at the INL
Safety Engineer - Responsible for all, Safety, Industrial Hygiene, and Fire Protection duties.
Contract was to remove fuel and decommission Naval Nuclear Reactors, Prototype Submarine Reactor S1W
- 4/87 to 7/88 GENERAL DYNAMICS, ELECTRIC BOAT DIVISION
Located at the Naval Reactors Facility (NRF) at the INL
Safety Representative – Provided; Safety, Industrial Hygiene and Fire Protection.
Contract was to refuel and rebuild/repair Naval Nuclear Reactor A1W A&B prototype Aircraft Carrier reactors.
- 6/82 to 4/87 Construction work for various contractors at the INL. Building projects such as: FAST, PROJECT X, NWCF and others.

NOLAN C. TAYLOR CSP

SAFETY ENGINEER

Page 3

2/80 to 6/82 SCIENCE APPLICATIONS INCORPORATED
Sunnyvale California
Research and Development Technician – Fabricate and build prototype real time elemental sulfur and explosives analyzer. (Now used to detect explosives at airports)

6/73 to 2/80 Construction work for various contractors and attending College classes.

EDUCATION:

Certified Safety Professional (CSP)
I have 72 credits toward a degree in Manufacturing Engineering Technology from Brigham Young University, Idaho (BYUI).

REFERENCES:

Available upon request.



CITY OF IDAHO FALLS

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

MUNICIPAL SERVICES

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

February 27, 2015

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Craig Rockwood, Municipal Services Director
SUBJECT: **BID IF-15-09 ELECTRICAL CONDUCTOR**

Please find attached tabulation for the above subject bid.

It is the recommendation of Idaho Falls Power and Municipal Services to accept the low evaluated bid of Codale Electric Supply for a lump sum amount of \$82,434.00.

Respectfully,

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

CRAIG ROCKWOOD
MUNICIPAL SERVICES DIRECTOR

CR/ch
Attachment

City of Idaho Falls
 PO Box 50220
 Idaho Falls, ID 83405

Office of Purchasing Agent

Tabulation for Bid IF-15-09 New Electrical Conductor

Date of Opening: February 24, 2015

BIDDER	Qty (Ft)	1) HD Power Supply	2) Anixter	3) General Pacific	4) THB, Inc	5) Codale Electric Supply
		Salt Lake City, UT	Boise, ID	Oregon, WA	Boise, ID	Salt Lake City, UT
Item 1: Cable: 1/0 Primary	7,500					
Price Per Foot		\$2,6300	\$2,2170	\$2,7947	\$3,3078	\$2320/M (\$2.32)
Extended Amount		\$19,725.00	\$16,627.50	\$20,960.25 *	\$24,808.50	\$17,400.00
Manufacturer		Kerite	CME	Prysmian 20152360	Prysmian	Okonite 163-23-3072
Delivery Time		8 - 10 Weeks ARO	15 Weeks ARO	28 30 Weeks ARO	17 Weeks	4 - 6 Weeks ARO
Item 2: Cable: 1/Primary - Three Conductors	6,000					
Price Per Foot		\$7,9000	\$7,0070	\$8,1840	\$10,0313	\$2341/M (\$7.023)
Extended Amount		\$47,400.00	\$42,042.00	\$49,104.00	\$60,187.80	\$42,138.00
Manufacturer		Kerite	CME	Prysmian 20152361	Prysmian	Okonite 163-23-3072
Delivery Time		9 - 10 Weeks ARO	15 Weeks ARO	28 - 30 Weeks ARO	17 Weeks	10 - 12 Weeks ARO
Item 3: Cable #4/0 Primary - Three Conductors	3,000					
Price Per Foot		\$8,7800	\$8,2480	\$8,0010	\$14,0063	\$2544/M (\$7.632)
Extended Amount		\$26,340.00	\$24,744.00	\$24,003.00	\$42,018.90	\$22,896.00
Manufacturer		Kerite	CME	Prysmian 20152362	Prysmian	Okonite 162-23-3081
Delivery Time		8 - 10 Weeks ARO	15 Weeks ARO	28 - 30 Weeks ARO	17 Weeks	10 - 12 Weeks ARO
Lump Sum Amount		\$93,465.00	\$83,413.50	\$94,067.25	\$127,015.20	\$82,434.00

* - Calculation Correction

REGULAR AGENDA:



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: March 9, 2015

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL
DEVELOPMENT AGREEMENT FOR THE LOMAX STREET AND F
STREET FLASHING STOP SIGNS PROJECT**

Attached is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Lomax Street and F Street Flashing Stop Signs project.

This agreement stipulates that \$2,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney.

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

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-18-3-TRF-2014-46

2015-25

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)

PROJECT NO. A019(048)
LOMAX & F STREET FLASHING STOP SIGNS, IDAHO FALLS
CITY OF IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 19048

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 19048, described as the installation of Flashing LED Stop Signs along the two corridors. Project development is to be performed by Sponsor's Staff. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: Securing the services of a consultant for any aspect of project development must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$23,000**
 - (PE-\$2,000, PL-\$5,000, PC-\$16,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$24,000**
 - (CE-\$2,000, CL-\$5,000, CC-\$11,000, Cont.-\$6,000)
 - e. **Construction - \$102,000**
 - f. **Total Estimated Project Costs - \$149,000**
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project (current estimate \$11,000). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

- d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department", and mailed to Local Highway Technical Assistance Council, 3330 Grace Street, Boise, ID 83703, attention Safety Engineer.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With its own forces, provide for design of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.

- c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
6. Advertise for formal public hearing if required.
 7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
 8. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 9. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
 10. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
 11. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
 12. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
 13. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
 14. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights

including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

15. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
16. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
17. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
18. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
19. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information

about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

20. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
21. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
22. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: JM 2-18-15

hm:19048 SLAPD.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development of Lomax & F Street Flashing Stop Signs; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A019(048) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

Appendix A
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA)** and **Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended

after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.

5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*
6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office - External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on

the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.

- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office - External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

Key Number 19048	Project Number A0198(048)	Project Name Lomax & F Flashing LED Stop Signs
Local Agency Name City of Idaho Falls		
<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing		
Nature of Work to be Performed by Local Agency Design, Survey, and Construction Management and Inspection Services		
Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$28,750.00 for services (see attached) anticipated match is understood to be up to \$11,000.00		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 yrs at ITD, 8 years as a consultant and 1.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A & B
Kent Fugal, P.E.	PE license # WAQTC # 22115	5.5 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A & B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 13 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A & B
Gary Olson	WAQTC # 43665	Chief Inspector for City 2 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibits A & B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A & B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A & B

*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.	Project Manager's Signature <i>Chris Canfield</i>	Date 12/30/14
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name <i>William Under</i>	Engineer's Signature <i>William Under</i>
**Approval Authority: Local Projects Administered by LHTAC – Contract Services Engineer Local Projects Administered by the District – District Engineer		Date 2/17/15

Professional Registrations

ID PE #10551

Education

MS, Environmental Engineering
Idaho State University, 1998

BS, Civil Engineering -
Emphasis in
Structures and Geotechnics
Idaho State University, 1996

Professional Certifications

ITD Inspector Qualifications

- C. & S. (2001-2012)
- C.A. (2003-2013)
- E. & B. (2002-2012)
- E. Wetlands (2005-2010)
- TCI. (2002-2013)
- S.T. & P.P. (2002-2012)

Work History

Assistant Public Works
Director; City of Idaho Falls
May 2013 - PRESENT

Project Engineer
J-U-B ENGINEERS, Inc.
May 2005-present May 2013

EIT/Project Engineer/Traffic
Engineer; Idaho Transportation
Department 1998- May 2005

Mr. Canfield joined the City of Idaho Falls in May 2013 and aids in the design and Construction of City local federal aid projects. He worked as a consultant for 8 years from in May of 2005 to 2013 manage a Construction Engineering & Inspection Group administering Federal Aid projects across the state. His prior experience includes seven years at the Idaho Transportation Department (ITD) where he was charged with providing engineering support on numerous highway construction projects, as well as managing an Inspection and maintenance crew.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 12473 17th St Holmes to Snake River Bridge (2013)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

See attached sheet.

Project Descriptions	Construction Time Date	Services							Client
		Testing	CCQA	Inspection	Weekly SHPPP Inspection	Records Inspection	Contract Administration	City/County SHPPP Inspection	
36th Street Pedestrian Bridge	July 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Region 1	
3700 N; 2600 E. to 2000 E., Filer	Sept 2010 - Oct 2010	*	*	*	*	*	*	LHTAC/ City of Filer	
Blacks Creek Rest Area	2007	*	*	*	*	*	*	ITD D-3 Region 1	
Canyon Creek Bridge, N of Min Home	Nov 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Res 2/LHTAC/ MHHHD	
Coaling Road Overlay	Sept 2010 - Oct 2010	*	*	*	*	*	*	LHTAC	
Eckert to Armitage Bike Path Extension	Nov 2008-Jun 2007	*	*	*	*	*	*	Ada County	
FEMA Silver City Road Reconstruction	2006	*	*	*	*	*	*	Owyhee County	
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010	*	*	*	*	*	*	ITD D-3 Res 3; Caldwell	
FY 10 ACHD Overlays	June 2010 - Nov 2010	*	*	*	*	*	*	ITD/ACHD	
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Eagle Exit Ramps	Mar-Nov 2007	*	*	*	*	*	*	ITD D-3 Res 1	
I-84, Garry Interchange to Ten Mile Overpass Median Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Garry to Ten Mile Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Meridian to Garry Mill and Widening	2007-2008	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, MP 17.6 to Caldwell	2007	*	*	*	*	*	*	ITD D-3 Res 2	
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Ten Mile to Meridian Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 4	
I-90, Washington State Line to Sherman Ave., Kootenai Co.	2007-2009	*	*	*	*	*	*	ITD D-1	
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2008-2009	*	*	*	*	*	*	ITD D-3 Res 3; Caldwell	
Wings Corner Railroad Overpass	2005-2006	*	*	*	*	*	*	City of Nampa	
Main St.; Boise Ave. to Washington, Emmett	April 2010 - August 2011	*	*	*	*	*	*	ITD D-3/LHTAC/Emmett	
O'Gara Road Overlay	September 2010	*	*	*	*	*	*	LHTAC	
Pioneer Corridor Ped/Bike Improvement, Boise	Aug 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Res 1/Boise CCDC	
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	Jul-Sep 2009	*	*	*	*	*	*	ITD D-3 Res 1	
SH-35 Main Street, Donnelly	2009	*	*	*	*	*	*	ITD D-3 Res 4	
SH-44, Childen Boulevard to State Street and Junction SH-55N to Glenwood	Jun-Aug 2009	*	*	*	*	*	*	ITD D-3 Res 1	
SH-55, Marsing to Sunnyslope Cv.	2007	*	*	*	*	*	*	ITD D-3 Res 2	
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010	*	*	*	*	*	*	ITD D-4/LHTAC/Kimberly	
STC 7808, N Middleton Rd; Jct SH-44 to Mill Slough & STC 7807, Int. Cemetery Rd & SH-44, Middleton	Aug. 2010 - Dec. 2010	*	*	*	*	*	*	ITD D-3 Res 3/Middleton	
Strike Dam Culvert Rd, Phases I & III	March 2010 - Sept 2010	*	*	*	*	*	*	ITD D-3 Res 2/LHTAC/MHHHD	
I-84; Ten Mile I.C.	Sept 2000 - July 2011	*	*	*	*	*	*	ITD D-3 Res 4	
U.S. 28, Broadway Avenue, Rossi Street to Ridenbaugh Canal	Aug-Sep 2007	*	*	*	*	*	*	ITD D-3 Res 1	
U.S. 20, Cat Creek Summit	2007	*	*	*	*	*	*	ITD D-3 Res 2	
U.S. 20, Cloverdale Road to Hewlett-Packard Main Entrance	Mar-Oct 2007	*	*	*	*	*	*	ITD D-3 Res 1	
Meridian WWTP Filters Building	June 2011 - Dec 2011	*	*	*	*	*	*	City of Meridian	
Meridian WWTP Secondary Clarifiers Retrofit	July 2011 - Present	*	*	*	*	*	*	City of Meridian	
Meridian WWTP G-III Classifier	August 2011 - Dec 2011	*	*	*	*	*	*	City of Meridian	
Buhl WWTP	2010-2011	*	*	*	*	*	*	City of Buhl	
Filer WWTP	2010-2011	*	*	*	*	*	*	City of Filer	
Garfield St Bridge, Idaho Falls	Nov 2011 - Present	*	*	*	*	*	*	City of Idaho Falls / LHTAC	
Watson St. Bridge	June 2010 - October 2011	*	*	*	*	*	*	ITD D-3/LHTAC/Cul De Sac	

Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17th St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Professional Certifications

- WAQTC# 43665

Gary Olson (Qualification Number 43,665)

ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T.& P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TGI (Original Qualification: Oct 2013 Expires: Oct 2018)

WAQTC Sampler/Tester Qualifications

- ACI-CFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- AsTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- AsTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Education

BS in Geography from Utah
State University, with a Minor in
Geographic Information Science

Professional Certifications

- WAQIC# 23205

Michael Carlile (Qualification Number: 23,205)

ITD Inspector Qualifications

G. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)

Education

High School Graduate
Courses at EITC

Professional Certifications

Forklift Safety & Certification,
Lifting & Ergonomics, Fire Safety,
Fall Protection, OSHA, HazWoper
40 hr., GERT, Confined Spaces,
Adult CPR and Workplace First
Aid

Work History

- 2010-2013 Babcock Services, Inc.,
Office Administrator
- 2003-2009 CH2M HILL, Inc. and
Subsidiaries, Office Admin. / Project
Assist. / Communications Specialist /
Community Advocacy / Marketing
Coordinator.
- 1993-2003 Idaho Material Handling,
Inc., Office Manager / Administrator
- 1992-1993 Daton Payroll Services,
Payroll Customer Service Rep. /
Payroll Supervisor
- 1990-1992 Martin Marietta, Payroll /
Accounting Clerk
- 1989-1990 Ferrin-Manuel and
Associates, Accounting Clerk / Office
Manager
- 1988-1989 CGK, Inc., Full Charge
Bookkeeper
- 1987-1988 Action Air, Inc.,
Receptionist/Accounting Clerk

Ms. Tami Nichols joined the City of Idaho Falls in May of 2013 and aids in the design and Construction of City local federal aid projects. She works as an Administrative Support/Document Controls with the City. Prior to that, she worked as a consultant for 10 years from 2003 to 2013 as a Project Assistant administering Federal Aid projects. Her prior experience includes 0 years at the Idaho Transportation Department (ITD).

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Babcock Services, Inc. Office Administrator

Subcontractor to CHN working transition on the Advanced Mixed Waste Treatment Plant at the Idaho National Lab. Assisted in locating professionals for DOE contractors RFP, negotiate terms of employment and reply with complete proposals. Coordinate new hire pre-employment screening and paper work.

CH2M Hill and Subsidiaries, Project Assistant

Provided document controls and project accounting. Coordinate logistic efforts for transition on the INL, ICP contract. Develop and maintain a small business data base to determine work relationships for business opportunities. Support area projects in safe, effective cleanup. Supply important internal communications to more than 2400 employees and subcontractors dally. Research, interview, and write articles for the company newsletters. Coordinate release of news to external media in Idaho, DOE Idaho, and DOE-HQ in Washington, DC.

Education

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications - C.&S., C. A., T. C. I.
- WAQTC - ACE-CFT, AgTT

Work History

Worked from fall of 1992 to 2000 inspecting road and bridge projects for the Idaho Transportation Dept. Joined the City of Idaho Falls in 2000 and have designed and inspected several projects for the City which have included Federal Aid projects.

Mr. Robert Cox joined the City of Idaho Falls in 2000 and aids in the design and Construction of City local federal aid projects. He works as an Inspector/Right-of-way Agent with the City. His prior experience includes 7.5 years at the Idaho Transportation Department (ITD) where he was charged with inspecting road projects as a Principal Inspector.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- Key #7979 Sunnyside Rd.

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Several Interstate and State Highway projects

Yvona Gunderson

Yvona Gunderson joined the City of Idaho Falls in 1990 and aids in the design and construction of City local Federal Aid projects. She works as a Design Technician Supervisor in the Engineering Department.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 12473 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
 - 14052 1st St & Holmes Av Traffic Signal Reconstruction
-

Education

BBA - Business Administration
AAS - Computer-Aided
Drafting Technology

Mr. Terry White joined the City of Idaho Falls in 2008 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 13585 17th Street - Holmes to Woodruff Avenue Overlay (2014/2015)
 - 12473 17th Street - Pancheri Drive East Overlay (2012/2013)
-

Grant Campbell

Education

Associates from Idaho State
University in Design Drafting

Mr Grant Campbell joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Work History

Mountain River Engineering
2006-2011

Relevant Federal Aid Projects Supported with Idaho Falls:

- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 14052 1st & Holmes Traffic Reconstruction (2016)
-

Kenneth Baldwin Roberts, PLS

Professional Registrations

Idaho Licensed Land Surveyor
PLS 9755

Education

AAS Civil Engineering Tech

Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)

Neal Cunningham

Education

High School/some Tech collage

Work History

Mountain River inc. 1999-2011

Skidmore inc. 1995-1999

Mr. Neal Cunningham joined the City of Idaho Falls in May 2011 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 10 years from in 1999 to 2011 surveying administering Federal Aid projects

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
-

Education

High School Grad/Some Tech College

Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
- INL, 10 mile Road to connect MFC to INTEC. Crew Chief

Education

Some College

1996 High School Diploma

Professional Certifications

- Nuclear Testing
- Forklift Certified
- 40hr Hazmat Certified

Work History

2011-Current City of Idaho Falls

2003-2011 Schiess and Associates

2002-2003 Forsgreen Associates

2001-2002 Operators Union at the INL

1999-2001 Benton Engineering

Mr Nathan Anderson joined the City of Idaho Falls in September 2011 and aids in the design and Construction of City local federal aid projects. He works as an Survey Tech with the City. Prior to that he worked as a Construction Surveyor for 11 years from 1999 to 2010 surveying Federal Aid projects. His prior experience includes 11 years at different local engineering companies where he was charged with duties such as surveying ITD funded bridges with Global Positioning Systems (GPS), Total Stations, and different types of levels including Digital Levels.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Firth Bridge over the Snake River

Targhee Creek Bridge in Island Park just North of Henry's Lake

Yellowstone Highway Bridge South of Shelley, Idaho

Advanced Mixed Waste Treatment Plant at the INL

19048; Lomax & F Flashing LED Stop Signs
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	202.00	45.00	52.00	88.00	5.00	12.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate		
1 Project Manager	45.00	L-Hours X	\$45.56	\$96.13	/hour =	\$ 4,325.92
2 Designer	52.00	L-Hours X	\$31.60	\$66.68	/hour =	\$ 3,467.52
3 Tech	88.00	L-Hours X	\$24.04	\$50.72	/hour =	\$ 4,463.13
4 Office Manager	5.00	L-Hours X	\$15.87	\$33.49	/hour =	\$ 167.43
5 Survey Crew *	12.00	L-Hours X	\$46.37	\$97.83	/hour =	\$ 1,173.96

TOTAL DIRECT PAYROLL

\$ 13,597.96

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
2 Fee	0.0000	2.1100	
3 ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 13,597.96

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 24.975	=	\$ 24.98
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TOTAL ESTIMATED FEE

\$ 13,622.93

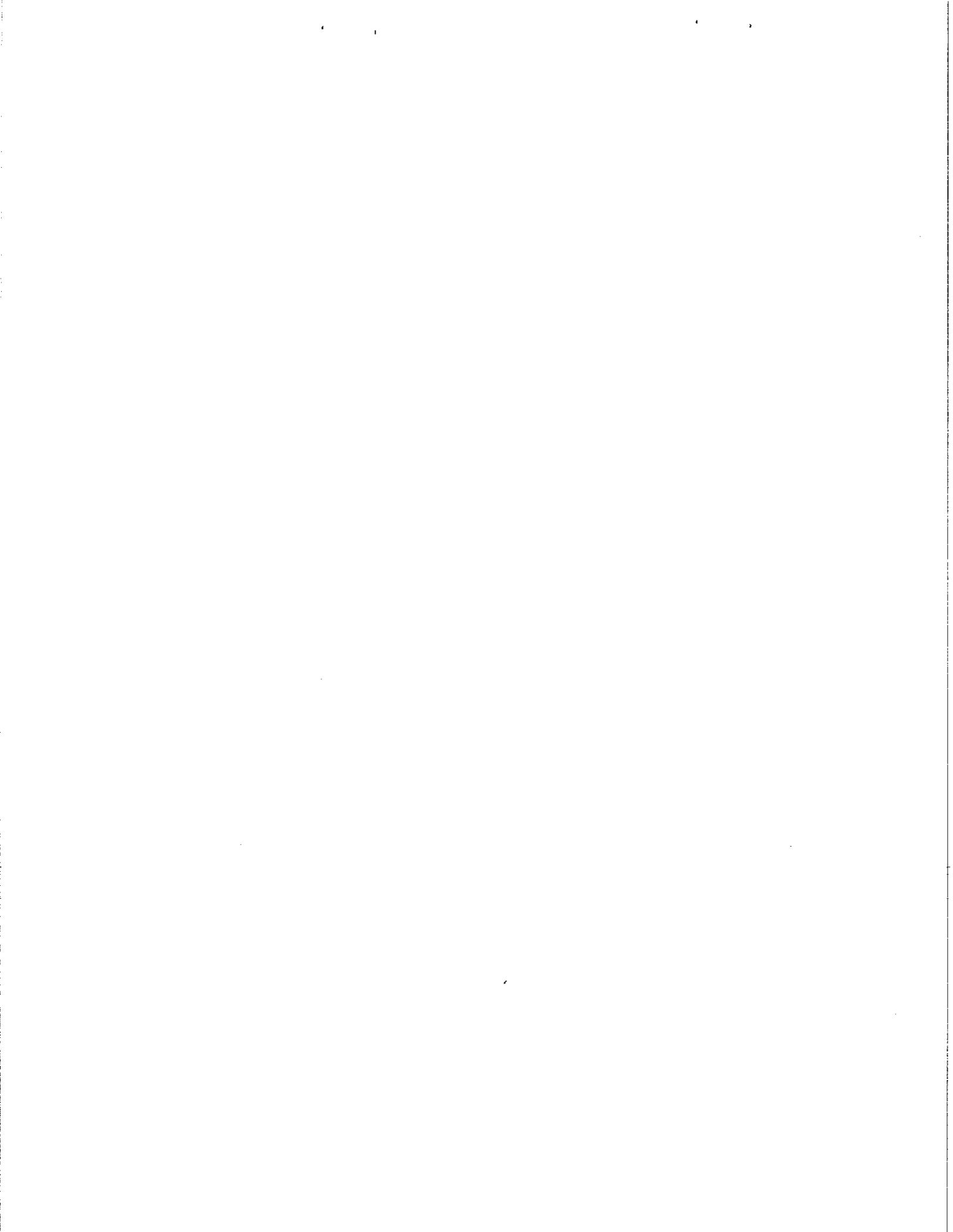
* Survey hours are crew hours (2-man crew).

1 CONCEPT REPORT/Environmental

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1 Concept Report/Environmental						
1.1.1 Concept Design	10.00	2.00	8.00			
1.2 Prepare Concept Report	10.00	4.00	4.00	2.00		
1.3 Address Review Comments	4.00	1.00		2.00	1.00	
1 TOTAL FOR CONCEPT RPT.	24.00	7.00	12.00	4.00	1.00	-

2 Survey

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
2 Reference Survey Monuments/Topo	14.00	2.00				12.00
2 TOTAL FOR SURVEY	14.00	2.00	-	-	-	12.00



Idaho Falls

3 Final Design

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1 Prepare Plan Sheets	84.00	12.00	12.00	60.00		
3.2 Prepare Specifications	16.00	8.00	8.00			
3.3 Prepare Schedule	2.00	2.00				
3.4 Final Design Review and Comments	14.00	2.00	4.00	8.00		
3 TOTAL FOR FINAL DESIGN	116.00	24.00	24.00	68.00	-	-

Idaho Falls

4	PS & E	Total L-Hours	PM		Designer		Tech		Office M.		Survey*	
			L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs	Crew-Hrs
4.1	PS & E SUBMITTAL	28.00	4.00	8.00	16.00							
4.2	ADVERTISMENT REVIEW/SUPPORT	12.00	4.00	8.00								
4	TOTAL FOR PROJECT PS & E	40.00	8.00	16.00	16.00							

5	Monthly Invoices	PM		Designer		Tech		Office M.		Survey*	
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs	Crew-Hrs
5	Monthly Invoices	8.00	4.00					4.00			
	Total	202.00	45.00	52.00	88.00	5.00	12.00				

19048; Lomax & F Flashing LED Stop Signs
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

Wages PM Designer Tech Office Man Survey

Chris Canfield	44.45				
Kent Fugal	46.67				
Kenny Roberts					33.17
Neal Cunningham					24.85
Yvona Gunderson		33.17			
Terry White			26.68		
Nathan Anderson					18.84
Brandon Mecham					15.87
Dean Thurman			18.75		
Gary Olson		30.10			
Michael Carlite			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	45.56	31.60	24.04	15.87	46.37

19048; Lomax & F Flashing LED Stop Signs
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

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Nathan Anderson					18.84
Brandon Mecham					15.87
Dean Thurman			18.75		
Gary Olson		30.10			
Michael Carlile			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	45.56	31.60	24.04	15.87	46.37

(19048) Lomax & F Flashing LED Stop Signs
 Construction Engineering & Inspection
 12/30/2014

EXHIBIT B
 Exhibit B

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	224.00	70.00	59.00	41.00	46.00	8.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	70.00	L-Hours X	\$44.45	\$93.79	/hour = \$ 6,565.27
2 Chief Inspector	59.00	L-Hours X	\$30.82	\$65.03	/hour = \$ 3,836.78
3 Trans Technician	41.00	L-Hours X	\$26.68	\$56.29	/hour = \$ 2,308.09
4 Office Manager	46.00	L-Hours X	\$15.87	\$33.49	/hour = \$ 1,540.34
5 Survey *	8.00	L-Hours X	\$47.03	\$99.24	/hour = \$ 793.90

TOTAL DIRECT PAYROLL

\$ 15,044.38

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 15,044.38

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 63.270	=	\$ 63.27
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TOTAL ESTIMATED FEE

\$ 15,107.65

* Survey requires a 2-man crew

EXHIBIT B

Idaho Falls

1 CONSTRUCTION ADMINISTRATION

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1 General Contract Administration	-					
1.1.1 Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2 Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3 Labor Compliance	10.00	2.00		4.00	4.00	
1.4 Civil Rights Compliance	8.00			4.00	4.00	
1.5 Filing & Records Verification	6.00				6.00	
1.6 Progress Estimates	8.00	4.00			4.00	
1.7 Materials Certifications	16.00	6.00	6.00		4.00	
1.7.1 MTR	8.00	4.00	4.00		4.00	
1.7.2 Source Approvals	8.00	2.00	4.00		2.00	
1.7.3 Mix Design Reviews	4.00	4.00				
1.8 Contract Changes	4.00	4.00				
1.9 Weekly Progress Meetings	12.00	4.00	4.00		4.00	
1.10 Payroll Submittals	6.00	2.00			4.00	
1.11 Change Orders	4.00	2.00			2.00	
1.12 Submittal Reviews	16.00	8.00	8.00			
1.13 Claims		0.00	0.00			
1 TOTAL FOR CONTRACT ADMIN.	114.00	44.00	27.00	9.00	34.00	-

2 Survey Control

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* L-Hours
2 Survey Verification	12.00	4.00				8.00
2 TOTAL FOR SURVEY CONTROL.	12.00	4.00	-	-	-	8.00

EXHIBIT B

Idaho Falls

3	PROJECT INSPECTION	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1	On Site Inspection/Diaries	34.00	4.00	10.00	20.00		
3.2	Deficiency reporting & Recommendations	8.00	4.00	4.00			
3.3	Pay Documents	16.00	4.00	6.00	6.00		
3.4	Environmental and Erosion Control Monitoring	6.00	2.00	4.00			
3	TOTAL FOR PROJECT INSPECTION	64.00	14.00	24.00	26.00	-	-

EXHIBIT B

4 PROJECT CLOSE OUT

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1 Document Review	5.00				3.00	
4.2 Final Payment Certifications	4.00				4.00	
4.3 Substantial Completion Inspection	14.00	3.00	4.00	6.00	1.00	
4.4 Final Inspection	7.00	3.00	4.00			
4 TOTAL FOR PROJECT CLOSEOUT	30.00	6.00	8.00	6.00	10.00	-

5 Monthly Invoices

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5 Monthly Invoices	4.00	2.00			2.00	
Total	234.00	70.00	59.00	41.00	46.00	8.00

EXHIBIT B

(19048) Lomax & F Flashing LED Stop Signs
 Construction Engineering & Inspection

12/30/2014

Wages PM CI Tech Office Man Survey

Chris Canfield	44.45				
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Neal Cunningham					24.85
Nathan Anderson					18.84
Neal Cunnigham					24.85
Brandon Mecham					15.87
Gary Olson		30.10			
Michael Carlile			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	44.45	30.82	26.68	15.87	47.03

EXHIBIT B

(19048) Lomax & F Flashing LED Stop Signs
 Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (enrg 1 x per week)	8	Trips		
Average Miles per Trip (enrg)	3	MI	24	MI
Number of Trips (observer)	30			
Average miles per trip (observer)	3		90	MI
Total Miles			114	
Cost per Mile	\$ 0.5550	/MI		
Total Mileage Cost*			\$ 63.27	
Total Direct Cost			\$63.27	



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: March 9, 2015

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL DEVELOPMENT AGREEMENT FOR THE SOUTH BOULEVARD CORRIDOR RECTANGULAR RAPID FLASHING BEACONS PROJECT**

Attached is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the South Boulevard Corridor Rectangular Rapid Flashing Beacons project.

This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney.

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

Respectfully,

A handwritten signature in black ink that reads "Chris H Fredericksen".

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-30-4-TRF-2014-47

2015-26

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)

PROJECT NO. A018(811)
SOUTH BOULEVARD CORRIDOR RRFB LIGHT, IDAHO FALLS
CITY OF IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 18811

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 18811, described as the installation of rapid reflective flashing beacon pedestrian crossing improvements. Project development is to be performed by Sponsor's Staff. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: Securing the services of a consultant for any aspect of project development must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$30,000**
 - (PE-\$1,000, PL-\$4,000, PC-\$25,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$20,000**
 - (CE-\$1,000, CL-\$4,000, CC-\$10,000, Cont.-\$5,000)
 - e. **Construction - \$98,000**
 - f. **Total Estimated Project Costs - \$148,000**
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project (current estimate \$10,900). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

- d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE THOUSAND DOLLARS (\$1,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department", and mailed to Local Highway Technical Assistance Council, 3330 Grace Street, Boise, ID 83703, attention Safety Engineer.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With its own forces, provide for design of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.

- c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
6. Advertise for formal public hearing if required.
 7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
 8. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 9. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
 10. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
 11. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
 12. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
 13. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
 14. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights

including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

15. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
16. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
17. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
18. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
19. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information

about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

20. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
21. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
22. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: J.Mc 2-18-15

hm:18811 SLAPD.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development of S Blvd. Flashing Beaconsa; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A018(811) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

Appendix A
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA)** and **Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended

after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.

5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*
6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office - External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on

the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.

- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office - External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 06-14)
itd.idaho.gov

Key Number 18811	Project Number A018(811)	Project Name S. Blvd Flashing Beacons
Local Agency Name City of Idaho Falls		
Nature of Work to be Performed by Local Agency Design, Survey, and Construction Management and Inspection Services		
<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing		
Total Estimated Cost – Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$32,900.00 for services (see attached) anticipated match is understood to be up to \$11,000.00		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (if listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 1.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A & B
Kent Fugal, P.E.	PE license # WAQTC # 22115	5.5 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A & B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 13 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A & B
Gary Olson	WAQTC # 43665	Chief Inspector for City 2 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibits A & B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A & B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A & B

*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.	Project Manager's Signature <i>Chris Canfield</i>	Date 12/30/14
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name <i>Monica Swider</i>	Engineer's Signature <i>Monica Swider</i>
Approval Authority: Local Projects Administered by LHTAC – Contract Services Engineer Local Projects Administered by the District – District Engineer		Date 2/17/15

Professional Registrations

ID PE #10551

Education

MS, Environmental Engineering
Idaho State University, 1998

BS, Civil Engineering -
Emphasis in
Structures and Geotechnics
Idaho State University, 1996

Professional Certifications

ITD Inspector Qualifications

- C. & S. (2001-2012)
- C.A. (2003-2013)
- E. & B. (2002-2012)
- E. Wetlands (2005-2010)
- TCI. (2002-2013)
- S.T. & P.P. (2002-2012)

Work History

Assistant Public Works
Director; City of Idaho Falls
May 2013 - PRESENT

Project Engineer
J-U-B ENGINEERS, Inc.
May 2005-present May 2013

EIT/Project Engineer/Traffic
Engineer; Idaho Transportation
Department 1998- May 2005

Mr. Canfield joined the City of Idaho Falls in May 2013 and aids in the design and Construction of City local federal aid projects. He worked as a consultant for 8 years from in May of 2005 to 2013 manage a Construction Engineering & Inspection Group administering Federal Aid projects across the state. His prior experience includes seven years at the Idaho Transportation Department (ITD) where he was charged with providing engineering support on numerous highway construction projects, as well as managing an Inspection and maintenance crew.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 12473 17th St Holmes to Snake River Bridge (2013)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

See attached sheet.

Project Descriptions	Construction Time Date	Services							Client
		Testing	QC/QA	Inspection	Weekly SWPPP Inspection	Resource Inspection	Contract Administration	3rd Party SWPPP Inspection	
36th Street Pedestrian Bridge	July 2010 - April 2011								ITD D-3 Region 1
3700 N; 2000 E. to 2050 E., Filter	Sept 2010 - Oct 2010								LHTAC/ City of Filer
Blacks Creek Rest Area	2007								ITD D-3 Region 1
Canyon Creek Bridge, N of Min Home	Nov 2010 - April 2011								ITD D-3 Res 2/LHTAC/M/HD
Conkling Road Overlay	Sept 2010 - Oct 2010								LHTAC
Eckert to Amity Bike Path Extension	Nov 2009-Jun 2007								Ada County
FEMA Silver City Road Reconstruction	2006								Owyhee County
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010								ITD D-3 Res 3; Caldwell
FY 10 ACHD Overlays	June 2010 - Nov 2010								ITD/ACHD
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009								ITD D-3 Res 3
I-84, Eagle Exit Ramps	Mar-Nov 2007								ITD D-3 Res 1
I-84, Garrity Interchange to Ten Mile Overpass Median Reconstruction	2008-2009								ITD D-3 Res 1
I-84, Garrity to Ten Mile Reconstruction	2008-2009								ITD D-3 Res 3
I-84, Meridian to Garrity fill and Widening	2007-2008								ITD D-3 Res 3
I-84, MP 17.6 to Caldwell	2007								ITD D-3 Res 2
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008								ITD D-3 Res 3
I-84, Ten Mile to Meridian Reconstruction	2008-2009								ITD D-3 Res 4
I-90, Washington State Line to Sherman Ave., Kootenai Co.	2007-2008								ITD D-1
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2008-2009								ITD D-3 Res 3; Caldwell
Kings Corner Railroad Overpass	2005-2006								City of Nampa
Main St.; Boise Ave. to Washington, Emmett	April 2010 - August 2011								ITD D-3/LHTAC/Emmett
O'Gara Road Overlay	September 2010								LHTAC
Pioneer Corridor Ped/Bike Improvement, Boise	Aug 2010 - April 2011								ITD D-3 Res 1/Boise CCDC
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	Jul-Sep 2009								ITD D-3 Res 1
SH-53 Main Street, Donnelly	2009								ITD D-3 Res 4
SH-44, Chinden Boulevard to State Street and Junction SH-55N to Glenwood	Jun-Aug 2009								ITD D-3 Res 1
SH-55, Marsing to Sunnyslope Cv.	2007								ITD D-3 Res 2
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010								ITD D-3/LHTAC/Kimberly
STC 7808, N Middleton Rd; Jet SH-44 to Mill Slough & STC 7807, Int. Cemetery Rd & SH-44, Middleton	Aug. 2010 - Dec. 2010								ITD D-3 Res 3/Middleton
Strike Dam Cutoff Rd, Phases I & II	March 2010 - Sept 2010								ITD D-3 Res 2/LHTAC/RIHD
I-84; Ten Mile I.C.	Sept 2009 - July 2011								ITD D-3 Res 4
U.S. 20, Broadway Avenue, Rossi Street to Ridenbaugh Canal	Aug-Sep 2007								ITD D-3 Res 1
U.S. 20, Cat Creek Summit	2007								ITD D-3 Res 2
U.S. 20, Cloverdale Road to Howlett-Packard Main Entrance	Mar-Oct 2007								ITD D-3 Res 1
Meridian WWTP Filters Building	June 2011 - Dec 2011								City of Meridian
Meridian WWTP Secondary Clarifiers Retrofit	July 2011 - Present								City of Meridian
Meridian WWTP Grit Classifier	August 2011 - Dec 2011								City of Meridian
Buhl WWTP	2010-2011								City of Buhl
Filer WWTP	2010-2011								City of Filer
Garfield St Bridge, Idaho Falls	Nov 2011- Present								City of Idaho Falls /LHTAC
Walson St. Bridge	June 2010 - October 2011								ITD D-2/LHTAC/Cul De Sac

Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17th St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Professional Certifications

- WAQTC # 43665

Gary Olson (Qualification Number: 43,665)

ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T. & P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TCl (Original Qualification: Oct 2013 Expires: Oct 2018)

WAQTC Sampler/Tester Qualifications

- ACI-CFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- AsTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- AsTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Education

BS in Geography from Utah State University, with a Minor in Geographic Information Science

Professional Certifications

- WAQTC#23205

Michael Carlile (Qualification Number: 23,205)

ITD Inspector Qualifications

C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)

Education

High School Graduate
Courses at EITC

Professional Certifications

Forklift Safety & Certification,
Lifting & Ergonomics, Fire Safety,
Fall Protection, OSHA, HazWoper
40 hr., GERT, Confined Spaces,
Adult CPR and Workplace First
Aid

Work History

- 2010-2013 Babcock Services, Inc.,
Office Administrator
- 2003-2009 CH2M HILL, Inc. and
Subsidiaries, Office Admin. / Project
Assist. / Communications Specialist /
Community Advocacy / Marketing
Coordinator.
- 1993-2003 Idaho Material Handling,
Inc., Office Manager / Administrator
- 1992-1993 Daton Payroll Services,
Payroll Customer Service Rep. /
Payroll Supervisor
- 1990-1992 Martin Marietta, Payroll /
Accounting Clerk
- 1989-1990 Ferrin-Manuel and
Associates, Accounting Clerk / Office
Manager
- 1988-1989 CGK, Inc., Full Charge
Bookkeeper
- 1987-1988 Action Air, Inc.,
Receptionist/Accounting Clerk

Ms. Tami Nichols joined the City of Idaho Falls in May of 2013 and aids in the design and Construction of City local federal aid projects. She works as an Administrative Support/Document Controls with the City. Prior to that, she worked as a consultant for 10 years from 2003 to 2013 as a Project Assistant administering Federal Aid projects. Her prior experience includes 0 years at the Idaho Transportation Department (ITD).

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Babcock Services, Inc. Office Administrator

Subcontractor to CHN working transition on the Advanced Mixed Waste Treatment Plant at the Idaho National Lab. Assisted in locating professionals for DOE contractors RFP, negotiate terms of employment and reply with complete proposals. Coordinate new hire pre-employment screening and paper work.

CH2M Hill and Subsidiaries, Project Assistant

Provided document controls and project accounting. Coordinate logistic efforts for transition on the INL, ICP contract. Develop and maintain a small business data base to determine work relationships for business opportunities. Support area projects in safe, effective cleanup. Supply important internal communications to more than 2400 employees and subcontractors daily. Research, interview, and write articles for the company newsletters. Coordinate release of news to external media in Idaho, DOE Idaho, and DOE-HQ in Washington, DC.

Education

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications - C.&S., C. A., T. C. I.
- WAQTC - ACL-CFT, AgTT

Work History

Worked from fall of 1992 to 2000 inspecting road and bridge projects for the Idaho Transportation Dept. Joined the City of Idaho Falls in 2000 and have designed and inspected several projects for the City which have included Federal Aid projects.

Mr. Robert Cox joined the City of Idaho Falls in 2000 and aids in the design and construction of city local federal aid projects. He works as an Inspector/Right-of-way Agent with the City. His prior experience includes 7.5 years at the Idaho Transportation Department (ITD) where he was charged with inspecting road projects as a Principal Inspector.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- Key #7979 Sunnyside Rd.

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Several Interstate and State Highway projects

Yvona Gunderson

Yvona Gunderson joined the City of Idaho Falls in 1990 and aids in the design and construction of City local Federal Aid projects. She works as a Design Technician Supervisor in the Engineering Department.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 12473 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
 - 14052 1st St & Holmes Av Traffic Signal Reconstruction
-

Education

BBA - Business Administration
AAS - Computer-Aided
Drafting Technology

Mr. Terry White joined the City of Idaho Falls in 2008 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 13585 17th Street – Holmes to Woodruff Avenue Overlay (2014/2015)
- 12473 17th Street – Pancheri Drive East Overlay (2012/2013)

Grant Campbell

Education

Associates from Idaho State
University in Design Drafting

Work History

Mountain River Engineering
2006-2011

Mr Grant Campbell joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 14052 1st & Holmes Traffic Reconstruction (2016)
-

Kenneth Baldwin Roberts, PLS

Professional Registrations

Idaho Licensed Land Surveyor
PLS 9755

Education

AAS Civil Engineering Tech

Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)

Neal Cunningham

Education

High School/some Tech collage

Work History

Mountain River inc. 1999-2011

Skidmore inc. 1995-1999

Mr. Neal Cunningham joined the City of Idaho Falls in May 2011 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 10 years from in 1999 to 2011 surveying administering Federal Aid projects

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
-

Education

High School Grad/Some Tech College

Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copncrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
- INL, 10 mile Road to connect MFC to INTEC. Crew Chief

NATHAN ANDERSON

Education

Some College

1996 High School Diploma

Professional Certifications

- Nuclear Testing
- Forklift Certified
- 40hr Hazmat Certified

Work History

2011-Current City of Idaho Falls

2003-2011 Schiess and Associates

2002-2003 Forsgreen Associates

2001-2002 Operators Union at the INL

1999-2001 Benton Engineering

Mr Nathan Anderson joined the City of Idaho Falls in September 2011 and aids in the design and Construction of City local federal aid projects. He works as an Survey Tech with the City. Prior to that he worked as a Construction Surveyor for 11 years from 1999 to 2010 surveying Federal Aid projects. His prior experience includes 11 years at different local engineering companies where he was charged with duties such as surveying ITD funded bridges with Global Positioning Systems (GPS), Total Stations, and different types of levels including Digital Levels.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Firth Bridge over the Snake River

Targhee Creek Bridge in Island Park just North of Henry's Lake

Yellowstone Highway Bridge South of Shelley, Idaho

Advanced Mixed Waste Treatment Plant at the INL

18811; S. Boulevard Flashing Beacons
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	225.00	54.00	72.00	70.00	5.00	24.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate		
1 Project Manager	54.00	L-Hours X	\$45.56	\$96.13	/hour =	\$ 5,191.11
2 Designer	72.00	L-Hours X	\$31.00	\$66.68	/hour =	\$ 4,801.18
3 Tech	70.00	L-Hours X	\$24.04	\$50.72	/hour =	\$ 3,550.22
4 Office Manager	5.00	L-Hours X	\$15.87	\$33.49	/hour =	\$ 167.43
5 Survey Crew *	24.00	L-Hours X	\$46.37	\$97.83	/hour =	\$ 2,347.92

TOTAL DIRECT PAYROLL

\$ 16,057.85

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
2 Fee	0.0000	2.1100	
3 ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 16,057.85

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 83.250	=	\$ 83.25
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TOTAL ESTIMATED FEE

\$ 16,141.10

* Survey hours are crew hours (2-man crew).

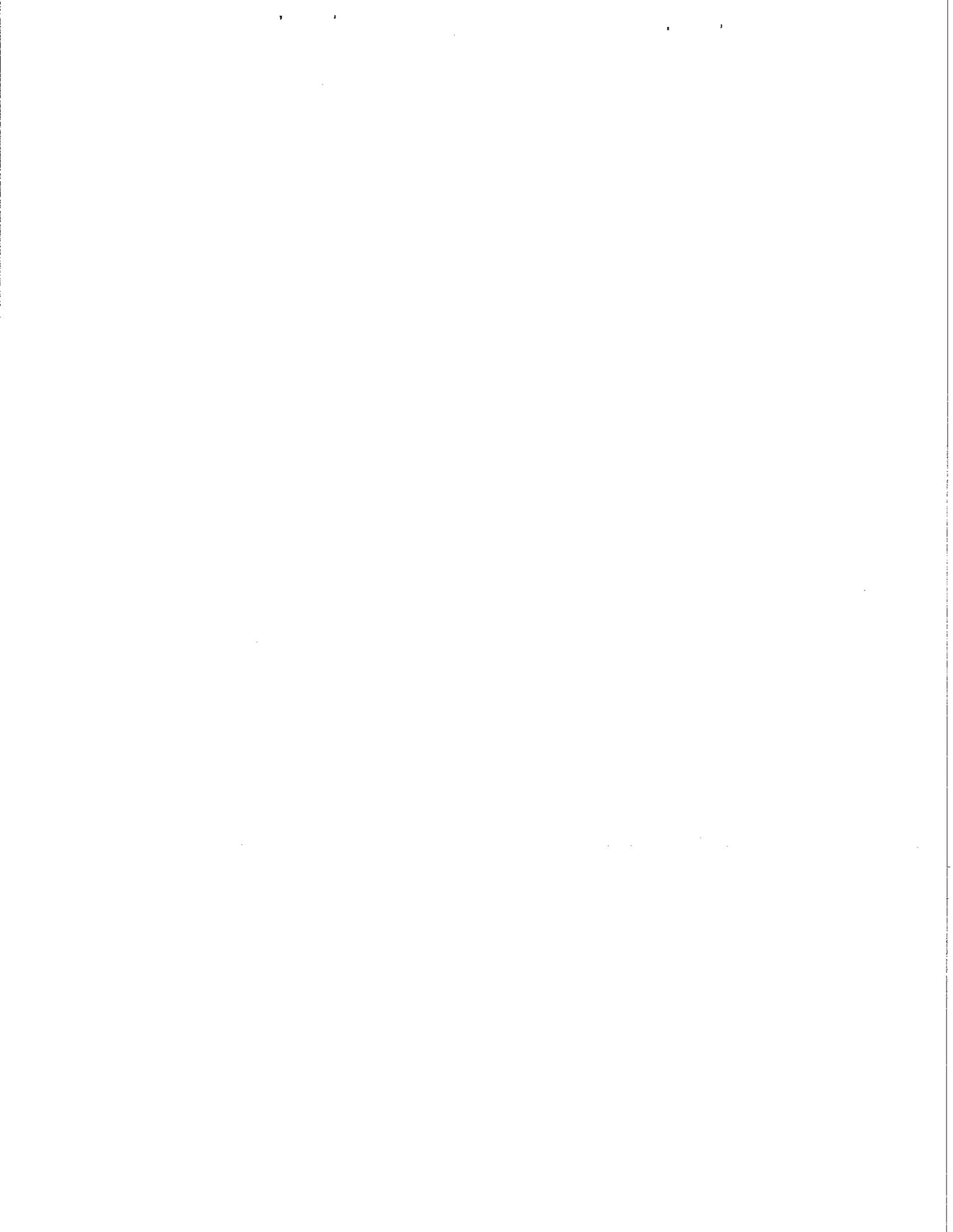
Idaho Falls

1 CONCEPT REPORT/Environmental

1.1	Concept Report/Environmental	Total		PM		Designer		Tech		Office M.		Survey	
		L-Hours		L-Hours		L-Hours		L-Hours		L-Hours		L-Hours	
1.1	Concept Design	16.00		4.00		12.00							
1.2	Prepare Concept Report	22.00		8.00		12.00		2.00					
1.3	Address Review Comments	7.00		2.00				4.00		1.00			
1	TOTAL FOR CONCEPT RPT.	45.00		14.00		24.00		6.00		1.00			-

2 Survey

2	Reference Survey Monuments/Topo	Total		PM		Designer		Tech		Office M.		Survey*	
		L-Hours		L-Hours		L-Hours		L-Hours		L-Hours		Crew-Hrs	
2		28.00		4.00									24.00
2	TOTAL FOR SURVEY	28.00		4.00		-		-		-		-	24.00



Idaho Falls

3	Final Design	Total		PM	Designer	Tech	Office M.	Survey*
		L-Hours	L-Hours					
3.1	Prepare Plan Sheets	72.00	12.00		20.00	40.00		
3.2	Prepare Specifications	16.00	8.00		8.00			
3.3	Prepare Schedule	2.00	2.00					
3.4	Final Design Review and Comments	14.00	2.00		4.00	8.00		
3	TOTAL FOR FINAL DESIGN	104.00	24.00		32.00	48.00		

Idaho Falls

4	PS & E	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	28.00	4.00	8.00	16.00		
4.2	ADVERTISMENT REVIEW/SUPPORT	12.00	4.00	8.00			
4	TOTAL FOR PROJECT PS & E	40.00	8.00	16.00	16.00	-	-

5	Monthly Invoices	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00	72.00	70.00	5.00	24.00
Total		225.00	54.00	72.00	70.00	5.00	24.00

18811; S. Boulevard Flashing Beacons
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

Wages PM Designer Tech Office Man Survey

Chris Canfield	44.45				
Kent Fugal	46.67				
Kenny Roberts					33.17
Neal Cunningham					24.85
Yvona Gunderson		33.17			
Terry White			26.68		
Nathan Anderson					18.84
Brandon Mecham					15.87
Dean Thurman			18.75		
Gary Olson		30.10			
Michael Carlile			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	45.56	31.60	24.04	15.87	46.37

18811; S. Boulevard Flashing Beacons
 Project Development Services (not including Environmental)
 LHTAC

Exhibit A

DIRECT EXPENSES

	Total			
Number of Trips (enr 1 x per month)	5	Trips		
Average Miles per Trip (enr)	10	Mi	50	Mi
Number of Trips (designer)	10			
Average miles per trip (designer)	10		100	Mi
Total Miles			150	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 83.25	
Total Direct Cost			\$83.25	

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	244.00	72.00	68.00	46.00	46.00	12.00

SALARY COSTS

A. Summary of Man-Day Costs

			Fully Loaded Hourly Rate		
1 Project Manager	72.00	L-Hours X	\$44.45	\$93.79	/hour = \$ 6,752.84
2 Chief Inspector	68.00	L-Hours X	\$30.82	\$65.03	/hour = \$ 4,422.05
3 Trans Technician	46.00	L-Hours X	\$26.68	\$56.29	/hour = \$ 2,589.56
4 Office Manager	46.00	L-Hours X	\$15.87	\$33.49	/hour = \$ 1,540.34
5 Survey *	12.00	L-Hours X	\$47.03	\$99.24	/hour = \$ 1,190.85

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
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TOTAL DIRECT PAYROLL \$ 16,495.65

TOTAL PAYROLL, BURDEN, FRINGE & FEE \$ 16,495.65

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 266.400	=	\$ 266.40
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TOTAL ESTIMATED FEE \$ 16,762.05

* Survey requires a 2-man crew.

EXHIBIT B

Idaho Falls

1 CONSTRUCTION ADMINISTRATION

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1 General Contract Administration						
1.1 Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2 Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3 Labor Compliance	10.00	2.00		4.00	4.00	
1.4 Civil Rights Compliance	8.00			4.00	4.00	
1.5 Filing & Records Verification	6.00				6.00	
1.6 Progress Estimates	8.00	4.00			4.00	
1.7 Materials Certifications	16.00	6.00	6.00		4.00	
1.7.1 MTR	8.00	4.00	4.00			
1.7.2 Source Approvals	8.00	2.00	4.00		2.00	
1.7.3 Mix Design Reviews	4.00	4.00				
1.8 Contract Changes	4.00	4.00				
1.9 Weekly Progress Meetings	12.00	4.00	4.00		4.00	
1.10 Payroll Submittals	6.00	2.00			4.00	
1.11 Change Orders	4.00	2.00			2.00	
1.12 Submittal Reviews	16.00	8.00	8.00			
1.13 Claims		0.00	0.00			
1 TOTAL FOR CONTRACT ADMIN.	114.00	44.00	27.00	9.00	34.00	-

2 Survey Control

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* L-Hours
2 Survey Verification	16.00	4.00				12.00
2 TOTAL FOR SURVEY CONTROL	16.00	4.00	-	-	-	12.00

EXHIBIT B

Icáho Falls

3 PROJECT INSPECTION		Total	PM	CI	Tech	Office M.	Survey #
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs
3.1	On Site Inspection/Diaries	44.00	4.00	15.00	25.00		
3.2	Deficiency reporting & Recommendations	8.00	4.00	4.00			
3.3	Pay Documents	16.00	4.00	6.00	6.00		
3.4	Environmental and Erosion Control Monitoring	12.00	4.00	8.00			
3 TOTAL FOR PROJECT INSPECTION		80.00	16.00	33.00	31.00	-	-

Idaho Falls

EXHIBIT B

4 PROJECT CLOSE OUT

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1 Document Review	5.00				5.00	
4.2 Final Payment Certifications	4.00				4.00	
4.3 Substantial Completion Inspection	14.00	3.00	4.00	6.00	1.00	
4.4 Final Inspection	7.00	3.00	4.00			
4 TOTAL FOR PROJECT CLOSEOUT	30.00	6.00	8.00	6.00	10.00	-

5 Monthly Invoices

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5 Monthly Invoices	4.00	2.00			2.00	
Total	244.00	72.00	68.00	46.00	46.00	12.00

EXHIBIT B

(18811) S. Blvd Flashing Beacons
Construction Engineering & Inspection

12/30/2014

Wages PM CI Tech Office Man Survey

Chris Canfield	44.45				
Kenny Roberts					33.17
Neal Cunningham					24.85
Nathan Anderson					18.84
Neal Cunnigham					24.85
Brandon Mechem					15.87
Gary Olson		30.10			
Michael Carlile			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	44.45	30.82	26.68	15.87	47.03

EXHIBIT B

(18811) S. Blvd Flashing Beacons
 Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (enr 1 x per week)	8	Trips		
Average Miles per Trip (enr)	10	Mi	80	Mi
Number of Trips (observer)	40			
Average miles per trip (observer)	10		400	Mi
Total Miles			480	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 266.40	
Total Direct Cost			\$266.40	



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: March 9, 2015

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL
DEVELOPMENT AGREEMENT FOR THE INTERSECTION OF BELLIN
ROAD AND GRANDVIEW DRIVE PROJECT**

Attached is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the Intersection of Bellin Road and Grandview Drive project.

This agreement stipulates that \$1,000.00 be forwarded as deposit against the City match with the signed agreement if approved. This agreement has been reviewed by the City Attorney.

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

Respectfully,

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

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-30-4-TRF-2014-47

2015-27

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)

PROJECT NO. A018(951)
INT BELLIN & GRANDVIEW ELEVATION, IDAHO FALLS
CITY OF IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 18951

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 18951, described as intersection improvements to correct the super-elevation through this curve. Project development is to be performed by Sponsor's Staff. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: Securing the services of a consultant for any aspect of project development must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current **estimated** funding is as follows:
 - a. **Project Development - \$44,000**
• (PE-\$1,000, PL-\$3,000, PC-\$40,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$15,000**
• (CE-\$1,000, CL-\$3,000, CC-\$7,000, Cont.-\$4,000)
 - e. **Construction - \$61,000**
 - f. **Total Estimated Project Costs - \$120,000**
3. The Sponsor's match for this project will be provided with cash and in-kind services up to the total of the match for the project (current estimate \$8,900). In-kind services are itemized in the attached Exhibit A (ITD-2394, Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Projects).
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

- d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.
5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of ONE THOUSAND DOLLARS (\$1,000), estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department", and mailed to Local Highway Technical Assistance Council, 3330 Grace Street, Boise, ID 83703, attention Safety Engineer.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With its own forces, provide for design of the project.
4. With the assistance of the State, hire a consultant for development services if needed.
5. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material - Costs of new material utilized on the project shall be supported by copies of invoices.

- c. Out-of-pocket expenses - All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.
6. Advertise for formal public hearing if required.
 7. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
 8. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 9. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
 10. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
 11. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
 12. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
 13. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
 14. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights

including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

15. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
16. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
17. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
18. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
19. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information

about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.

20. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
21. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
22. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: *JM 2-18-15*

hm:18951 SLAPD.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development of Int. Bellin and Grandview; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A018(951) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Idaho Falls, held on _____, _____.

(Seal)

City Clerk

Appendix A
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA)** and **Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended

after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.

5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*
6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office - External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on

the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.

- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office - External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

Key Number 18951	Project Number A018(951)	Project Name Bellin/Grandview Intersection
Local Agency Name City of Idaho Falls		<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Design, Survey, and Construction Management and Inspection Services		
Total Estimated Cost - Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement Up to \$31,750.00 for services (see attached) anticipated match is understood to be up to \$9,000.00		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (If listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Chris Canfield, P.E.	PE License # 10551 & WAQTC # 20098	7 years at ITD, 8 years as a consultant and 1.5 years at the City administering Federal funded projects (design and construction). See attached	see attached Exhibits A & B
Kent Fugal, P.E.	PE license # WAQTC # 22115	5.5 yrs with Cities & 20 years with consultant working on the design of Federal aid projects.	see attached Exhibits A & B
Kenny Roberts, PLS	PLS licence # 9755	Consultant surveyor for 9 years and then 13 years as City surveyor on federal aid projects. (see attached)	see attached Exhibits A & B
Gary Olson	WAQTC # 43665	Chief Inspector for City 2 years, 10 years inspection as consultant on federal aid projects. See attached	see attached Exhibits A & B
Robert Cox	WAQTC # 20018	See attached sheets	see attached Exhibits A & B
See attached sheets for additional personnel.	See attached sheets for additional personnel.	See attached sheets for additional personnel.	see attached Exhibits A & B

*Provide separate page with details - see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Chris Canfield, P.E.	Project Manager's Signature 	Date 12/30/14
In-Kind Work Approved** <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer's Printed Name Mona L. ...	Engineer's Signature
Approval Authority: Local Projects Administered by LHTAC - Contract Services Engineer Local Projects Administered by the District - District Engineer		Date 1/17/15

Documentation Requirements for Completed In-Kind Work

If this request is approved, the following will be required upon completion of the work.

The Sponsor must provide documentation of the actual expenses related to the services provided by the Sponsor. The Sponsor shall maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:

- a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
- b. Material – Cost of new material utilized on the project shall be supported by copies of invoices.
- c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
- d. The record system must be able to trace all costs from all billings through the ledgers and the source document.

Professional Registrations

ID PE #10551

Education

MS, Environmental Engineering
Idaho State University, 1998

BS, Civil Engineering -
Emphasis in
Structures and Geotechnics
Idaho State University, 1996

Professional Certifications

ITD Inspector Qualifications

- C. & S. (2001-2012)
- C.A. (2003-2013)
- E. & B. (2002-2012)
- E. Wetlands (2005-2010)
- TCI. (2002-2013)
- S.T. & P.P. (2002-2012)

Work History

Assistant Public Works
Director; City of Idaho Falls
May 2013 - PRESENT

Project Engineer
J-U-B ENGINEERS, Inc.
May 2005-present May 2013

EIT/Project Engineer/Traffic
Engineer; Idaho Transportation
Department 1998- May 2005

Mr. Canfield joined the City of Idaho Falls in May 2013 and aids in the design and Construction of City local federal aid projects. He worked as a consultant for 8 years from in May of 2005 to 2013 manage a Construction Engineering & Inspection Group administering Federal Aid projects across the state. His prior experience includes seven years at the Idaho Transportation Department (ITD) where he was charged with providing engineering support on numerous highway construction projects, as well as managing an Inspection and maintenance crew.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- 12473 17th St Holmes to Snake River Bridge (2013)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

See attached sheet.

Project Descriptions	Construction Time Date	Services							Client
		Testing	QC/QA	Inspection	Weekly SWPPP Inspection	Records Inspection	Contract Administration	3rd Party SWPPP Inspection	
35th Street Pedestrian Bridge	July 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Region 1	
3700 N; 2050 E. to 2050 E., Filer	Sept 2010 - Oct 2010	*	*	*	*	*	*	LHTAC/ City of Filer	
Blacks Creek Rest Area	2007	*	*	*	*	*	*	ITD D-3 Region 1	
Canyon Creek Bridge, N of Min Home	Nov 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Res 2/LHTAC/MRHD	
Conhling Road Overlay	Sept 2010 - Oct 2010	*	*	*	*	*	*	LHTAC	
Eckert to Amity Bike Path Extension	Nov 2006-Jun 2007	*	*	*	*	*	*	Ada County	
FEMA Silver City Road Reconstruction	2006	*	*	*	*	*	*	Owyhee County	
Franklin & 21st Avenue Intersection Stages 1 thru 3	2008-2010	*	*	*	*	*	*	ITD D-3 Res 3; Caldwell	
FY 10 ACHD Overlays	June 2010 - Nov 2010	*	*	*	*	*	*	ITD/ACHD	
I-84, Black Cat and Robinson Bridges Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Eagle Exit Ramps	Mar-Nov 2007	*	*	*	*	*	*	ITD D-3 Res 1	
I-84, Garrity Interchange to Ten Mile Overpass Median Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Garrity to Ten Mile Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Meridian to Garrity Mill and Widening	2007-2008	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, MP 17.6 to Caldwell	2007	*	*	*	*	*	*	ITD D-3 Res 2	
I-84, Ten Mile Creek Drain Widening	Jan-Apr 2008	*	*	*	*	*	*	ITD D-3 Res 3	
I-84, Ten Mile to Meridian Reconstruction	2008-2009	*	*	*	*	*	*	ITD D-3 Res 4	
I-84, Washington State Line to Sherman Ave., Kootenai Co.	2007-2008	*	*	*	*	*	*	ITD D-1	
Indian Creek, 11th Avenue and 21st Avenue Bridges	Apr 2008-2009	*	*	*	*	*	*	ITD D-3 Res 3; Caldwell	
Kings Corner Railroad Overpass	2005-2006	*	*	*	*	*	*	City of Nampa	
Main St.; Boise Ave. to Washington, Emmet	April 2010 - August 2011	*	*	*	*	*	*	ITD D-3/LHTAC/Emmett	
O'Gara Road Overlay	September 2010	*	*	*	*	*	*	LHTAC	
Pioneer Corridor Path/Bike Improvement, Boise	Aug 2010 - April 2011	*	*	*	*	*	*	ITD D-3 Res 1/Boise CCDC	
SH-21 Warm Springs to Diversion Dam and Federal Way to I-84	Jul-Sep 2009	*	*	*	*	*	*	ITD D-3 Res 1	
SH-55 Main Street, Donnelly	2009	*	*	*	*	*	*	ITD D-3 Res 4	
SH-44, Chinden Boulevard to State Street and Junction SH-55N to Glenwood	Jun-Aug 2009	*	*	*	*	*	*	ITD D-3 Res 1	
SH-55, Marsing to Sonnyslope Cv.	2007	*	*	*	*	*	*	ITD D-3 Res 2	
STC 2714; Center St., Main to Ash St., Kimberly	May 2010 - Oct 2010	*	*	*	*	*	*	ITD D-4/LHTAC/Kimberly	
STC 7808, N Middleton Rd; Jct SH-44 to Mill Slough & STC 7807, Int. Cemetary Rd & SH-44, Middleton	Aug 2010 - Dec 2010	*	*	*	*	*	*	ITD D-3 Res 3A/Middleton	
Strike Dam Cutoff Rd, Phases I & II	March 2010 - Sept 2010	*	*	*	*	*	*	ITD D-3 Res 2/LHTAC/MRHD	
I-84; Ten Mile LC.	Sept 2009 - July 2011	*	*	*	*	*	*	ITD D-3 Res 4	
U.S. 20, Broadway Avenue, Ross Street to Ridenbaugh Canal	Aug-Sep 2007	*	*	*	*	*	*	ITD D-3 Res 1	
U.S. 20, Cal Creek Summit	2007	*	*	*	*	*	*	ITD D-3 Res 2	
U.S. 20, Cloverdale Road to Hewlett-Packard Main Entrance	Mar-Oct 2007	*	*	*	*	*	*	ITD D-3 Res 1	
Meridian WWTP Filters Building	June 2011 - Dec 2011	*	*	*	*	*	*	City of Meridian	
Meridian WWTP Secondary Clarifiers Retrofit	July 2011 - Present	*	*	*	*	*	*	City of Meridian	
Meridian WWTP Grit Classifier	August 2011 - Dec 2011	*	*	*	*	*	*	City of Meridian	
Buhl WWTP	2010-2011	*	*	*	*	*	*	City of Buhl	
Filer WWTP	2010-2011	*	*	*	*	*	*	City of Filer	
Garfield St Bridge, Idaho Falls	Nov 2011- Present	*	*	*	*	*	*	City of Idaho Falls / LHTAC	
Watson St. Bridge	June 2010 - October 2011	*	*	*	*	*	*	ITD D-2/LHTAC/Cul De Sac	

Mr. Gary Olson joined the City of Idaho Falls in 2013 as the City Chief Inspector on City and local federal aid projects. He has over 10 years of experience in Inspection support on Federal aid projects as a Consultant prior to his tie with the City of Idaho Falls.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 17th St. Holmes to the Snake River Bridge (2013)
- 11155 John Adams Parkway Bridge over the Idaho Canal (2013)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Professional Certifications

- WAQTC# 43665

Gary Olson (Qualification Number: 43,665)

ITD Inspector Qualifications

- C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)
- C.A. (Original Qualification: Oct 2013 Expires: Oct 2018)
- E. & B. (Original Qualification: Oct 2013 Expires: Oct 2018)
- S.T.& P.P. (Original Qualification: Nov 2013 Expires: Nov 2018)
- TCI (Original Qualification: Oct 2013 Expires: Oct 2018)

WAQTC Sampler/Tester Qualifications

- ACI-GFT (Original Qualification: Sep 2010 Expires: Sep 2015)
- AgTT (Original Qualification: Feb 2009 Expires: Mar 2019)
- AsTT (Original Qualification: Feb 2011 Expires: Feb 2016)
- AsTT II (Original Qualification: Feb 2011 Expires: Feb 2016)
- CLTT (Original Qualification: Jan 2012 Expires: Jan 2017)
- DTT (Original Qualification: Apr 2012 Expires: Apr 2017)
- EBTT (Original Qualification: Mar 2012 Expires: Mar 2017)

Mr. Michael A. Carlile joined the City of Idaho Falls in 2008 and aids in the design and inspection of City local federal aid projects. He works as a Design Tech in GIS & Inspector with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Education

BS in Geography from Utah
State University, with a Minor in
Geographic Information Science

Professional Certifications

- WAQIC # 23205

Michael Carlile (Qualification Number: 23,205)

ITD Inspector Qualifications

C. & S. (Original Qualification: Nov 2013 Expires: Nov 2018)

C.A. (Original Qualification: Nov 2013 Expires: Nov 2018)

TCI (Original Qualification: Nov 2013 Expires: Nov 2018)

WAQTC Sampler/Tester Qualifications

ACI-CFT (Original Qualification: Oct 2013 Expires: Oct 2018)

AgTT (Original Qualification: Apr 2014 Expires: Apr 2019)

Education

High School Graduate
Courses at EITC

Professional Certifications

Forklift Safety & Certification,
Lifting & Ergonomics, Fire Safety,
Fall Protection, OSHA, HazWoper
40 hr., GERT, Confined Spaces,
Adult CPR and Workplace First
Aid

Work History

- 2010-2013 Babcock Services, Inc.,
Office Administrator
- 2003-2009 CH2M HILL, Inc. and
Subsidiaries, Office Admin. / Project
Assist. / Communications Specialist /
Community Advocacy / Marketing
Coordinator.
- 1993-2003 Idaho Material Handling,
Inc., Office Manager / Administrator
- 1992-1993 Daton Payroll Services,
Payroll Customer Service Rep. /
Payroll Supervisor
- 1990-1992 Martin Marietta, Payroll /
Accounting Clerk
- 1989-1990 Ferrin-Manuel and
Associates, Accounting Clerk / Office
Manager
- 1988-1989 CGK, Inc., Full Charge
Bookkeeper
- 1987-1988 Action Air, Inc.,
Receptionist/Accounting Clerk

Ms. Tami Nichols joined the City of Idaho Falls in May of 2013 and aids in the design and Construction of City local federal aid projects. She works as an Administrative Support/Document Controls with the City. Prior to that, she worked as a consultant for 10 years from 2003 to 2013 as a Project Assistant administering Federal Aid projects. Her prior experience includes 0 years at the Idaho Transportation Department (ITD).

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Babcock Services, Inc. Office Administrator

Subcontractor to CHN working transition on the Advanced Mixed Waste Treatment Plant at the Idaho National Lab. Assisted in locating professionals for DOE contractors RFP, negotiate terms of employment and reply with complete proposals. Coordinate new hire pre-employment screening and paper work.

CH2M Hill and Subsidiaries, Project Assistant

Provided document controls and project accounting. Coordinate logistic efforts for transition on the INL, ICP contract. Develop and maintain a small business data base to determine work relationships for business opportunities. Support area projects in safe, effective cleanup. Supply important internal communications to more than 2400 employees and subcontractors daily. Research, interview, and write articles for the company newsletters. Coordinate release of news to external media in Idaho, DOE Idaho, and DOE-HQ in Washington, DC.

Education

One year college

Professional Certifications

WAQTC # 20018

- Inspector Qualifications - C&S., C. A., T. C. I.
- WAQTC - ACI-CFT, AgTT

Work History

Worked from fall of 1992 to 2000 inspecting road and bridge projects for the Idaho Transportation Dept. Joined the City of Idaho Falls in 2000 and have designed and inspected several projects for the City which have included Federal Aid projects.

Mr. Robert Cox joined the City of Idaho Falls in 2000 and aids in the design and Construction of City local federal aid projects. He works as an Inspector/Right-of-way Agent with the City. His prior experience includes 7.5 years at the Idaho Transportation Department (ITD) where he was charged with inspecting road projects as a Principal Inspector.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
- Key #7979 Sunnyside Rd.

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Several Interstate and State Highway projects

Yvona Gunderson

Yvona Gunderson joined the City of Idaho Falls in 1990 and aids in the design and construction of City local Federal Aid projects. She works as a Design Technician Supervisor in the Engineering Department.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 12473 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
 - 14052 1st St & Holmes Av Traffic Signal Reconstruction
-

Education

BBA - Business Administration
AAS - Computer-Aided
Drafting Technology

Mr. Terry White joined the City of Idaho Falls in 2008 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 13585 17th Street – Holmes to Woodruff Avenue Overlay (2014/2015)
 - 12473 17th Street – Pancheri Drive East Overlay (2012/2013)
-

Grant Campbell

Education

Associates from Idaho State
University in Design Drafting

Work History

Mountain River Engineering
2006-2011

Mr Grant Campbell joined the City of Idaho Falls in 2011 and aids in the design and Construction of City local federal aid projects. He works as a Designer with the City.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
 - 14052 1st & Holmes Traffic Reconstruction (2016)
-

Kenneth Baldwin Roberts, PLS

Professional Registrations

Idaho Licensed Land Surveyor
PLS 9755

Education

AAS Civil Engineering Tech

Work History

- 2001-Current City of Idaho Falls
- 2000-2001 A&E Engineering
- 1998-2000 Snake River Land Surveying-Rocky Mountain Engineering
- 1996-1998 Gordon Sorensen Engineering
- 1993-1996 JUB Engineering
- 1992 USFS Caribou National Forest Survey

Mr. Kenneth Roberts joined the City of Idaho Falls in 2001 and aids in the design and Construction of City local federal aid projects. He works as the City Surveyor within the City. Prior to that he worked as a consultant for 9 years from 1992 to 2001 as a Survey Crew Chief. His prior experience includes Surveying and Mapping, Property Boundary, Road and Bridge Staking, Industrial Surveying, and Disaster Road Reconstruction.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 14052 - 1st St & Holmes Av Traffic Signal Reconstruction (Current)
- 13585 - 17th Street Rehabilitation Holmes Ave to Austin Ave
- 13132 Grandview Drive Reconstruction Skyline Dr. to Saturn Ave.
- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 12473 - 17th Street Rehabilitation Pancheri Bridge to Holmes Ave
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)2001-Current
- 09616 Old Butte Rd. at US 20
- 7979 Sunnyside Road Construction 2007
- 7708 Hitt Road and Sunnyside Construction 2005
- Greenbelt Path - Pancheri Dr. to So. Tourist Park
- University Place Pathway - Freeman Park to UPRR Bridge

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- Interstate 15 from Exit 69 to Exit 71 widening. (1999+/-)
- Interstate 84 at Milepost 124 (1993+/-)

Neal Cunningham

Education

High School/some Tech collage

Work History

Mountain River inc. 1999-2011

Skidmore inc. 1995-1999

Mr. Neal Cunningham joined the City of Idaho Falls in May 2011 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 10 years from in 1999 to 2011 surveying administering Federal Aid projects

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
 - 13133 ADA Pedestrian Ramps & Concrete Improvements Citywide (2014)
 - 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)
-

Education

High School Grad/Some Tech
College

Work History

- 2013-Current City of Idaho Falls Survey Tech
- 2008-2013 INL/Sub Contracted Surveyor
- 2005-2008 Schiess and Associates

Mr. Brandon Mecham joined the City of Idaho Falls in March 2013 and aids in the design and Construction of City local federal aid projects. He works as a Survey Tech with the City. Prior to that he worked as a construction surveyor for 8 years from 2005 to 2013.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

- INL Waste Treatment Plant. Instrument Man
- INL, 10 mile Road to connect MFC to INTEC. Crew Chief

NATHAN ANDERSON

Education

Some College

1996 High School Diploma

Professional Certifications

- Nuclear Testing
- Forklift Certified
- 40hr Hazmat Certified

Work History

2011-Current City of Idaho Falls

2003-2011 Schiess and Associates

2002-2003 Forsgreen Associates

2001-2002 Operators Union at the INL

1999-2001 Benton Engineering

Mr Nathan Anderson joined the City of Idaho Falls in September 2011 and aids in the design and Construction of City local federal aid projects. He works as an Survey Tech with the City. Prior to that he worked as a Construction Surveyor for 11 years from 1999 to 2010 surveying Federal Aid projects. His prior experience includes 11 years at different local engineering companies where he was charged with duties such as surveying ITD funded bridges with Global Positioning Systems (GPS), Total Stations, and different types of levels including Digital Levels.

Relevant Federal Aid Projects Supported with Idaho Falls:

- 12472 Pancheri Bridge over the East Lateral Canal (2013/2014)
- 13133 ADA Pedestrian Ramps & Copconcrete Improvements Citywide (2014)
- 11686 Pancheri Rd.; Bellin Rd to Skyline (2014/2015)

Relevant Federal Aid Projects Prior to the City of Idaho Falls:

Firth Bridge over the Snake River

Targhee Creek Bridge in Island Park just North of Henry's Lake

Yellowstone Highway Bridge South of Shelley, Idaho

Advanced Mixed Waste Treatment Plant at the INL

18951; Bellin/Grandview Intersection Superelevation Correction
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	186.00	33.00	46.00	82.00	9.00	16.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate		
1 Project Manager	33.00	L-Hours X	\$45.56	\$96.13	/hour =	\$ 3,172.34
2 Designer	46.00	L-Hours X	\$31.60	\$66.68	/hour =	\$ 3,067.42
3 Tech	82.00	L-Hours X	\$24.04	\$50.72	/hour =	\$ 4,158.82
4 Office Manager	9.00	L-Hours X	\$15.87	\$33.49	/hour =	\$ 301.37
5 Survey Crew *	16.00	L-Hours X	\$48.37	\$97.83	/hour =	\$ 1,565.28

TOTAL DIRECT PAYROLL

\$ 12,265.24

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.1100	2.1100	
2 Fee	0.0000	2.1100	
3 ITD Approved FCCM (with office OH rate only)	0.0000	2.1100	

TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 12,265.24

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 124.875	=	\$ 124.88
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TOTAL ESTIMATED FEE

\$ 12,390.12

* Survey hours are crew hours (2-man crew).

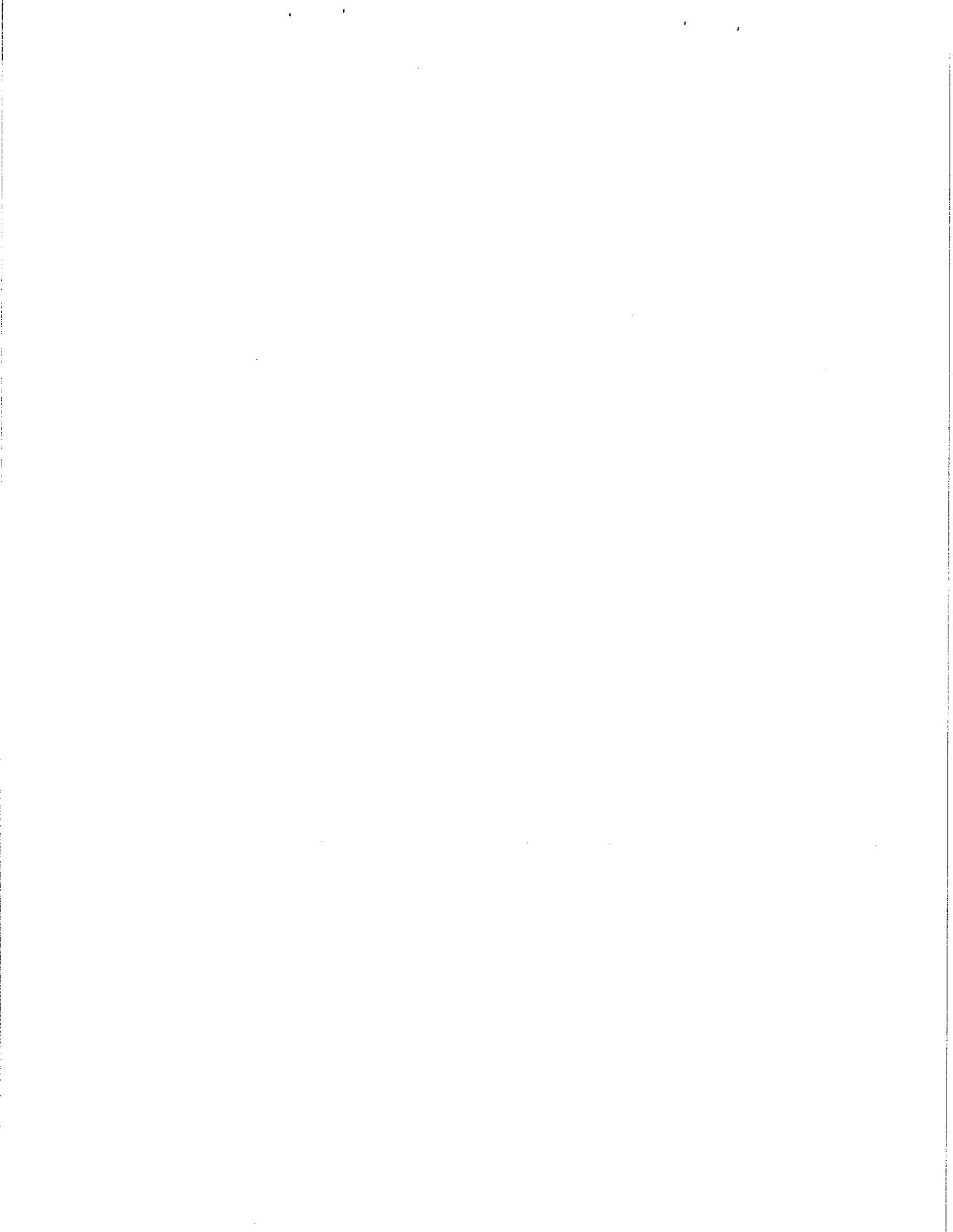
Idaho Falls

1 CONCEPT REPORT/Environmental

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1 Concept Report/Environmental	-					
1.1 Concept Design	10.00	2.00	8.00			
1.2 Prepare Concept Report	16.00	4.00	8.00	4.00		
1.3 Address Review Comments	4.00	1.00		2.00	1.00	
1 TOTAL FOR CONCEPT RPT.	30.00	7.00	16.00	6.00	1.00	-

2 Survey

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
2 Reference Survey Monuments/Topo	18.00	2.00				16.00
2 TOTAL FOR SURVEY	18.00	2.00	-	-	-	16.00



Idaho Falls

3 Final Design

	Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
3.1 Prepare Plan Sheets	52.00	4.00	8.00	40.00		
3.2 Prepare Specifications	8.00	4.00	4.00			
3.3 Prepare Schedule	2.00	2.00				
3.4 Final Design Review and Comments	14.00	2.00	4.00	8.00		
3 TOTAL FOR FINAL DESIGN	76.00	12.00	16.00	48.00	-	-

Idaho Falls

4 PS & E		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1	PS & E SUBMITTAL	30.00	4.00	6.00	20.00		
4.2	ADVERTISMENT REVIEW/SUPPORT	24.00	4.00	8.00	8.00	4.00	
4	TOTAL FOR PROJECT PS & E	54.00	8.00	14.00	28.00	4.00	-

5 Monthly Invoices		Total L-Hours	PM L-Hours	Designer L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5	Monthly Invoices	8.00	4.00			4.00	
	Total	186.00	33.00	46.00	82.00	9.00	16.00

18951; Bellin/Grandview Intersection Superelevation Correction
 Project Development Services (not including Environmental)
 LHTAC
 12/30/2014

Exhibit A

Wages PM Designer Tech Office Man Survey

Chris Canfield	44.45				
Kent Fugal	46.67				
Kenny Roberts					33.17
Neal Cunningham					24.85
Yvona Gunderson		33.17			
Terry White			26.68		
Nathan Anderson					18.84
Brandon Mecham					15.87
Dean Thurman			18.75		
Gary Olson		30.10			
Michael Carlile			26.68		
Robert Cox		31.54			
Tami Nichols				15.87	
Average	45.56	31.60	24.04	15.87	46.37

18951; Bellin/Grandview Intersection Superelevation Correction
 Project Development Services (not including Environmental)
 LHTAC

Exhibit A

DIRECT EXPENSES

	Total			
Number of Trips (enr 1 x per month)	5	Trips		
Average Miles per Trip (enr)	15	Mi	75	Mi
Number of Trips (designer)	10			
Average miles per trip (designer)	15		150	Mi
Total Miles			225	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 124.88	
Total Direct Cost			\$124.88	

EXHIBIT B
 Exhibit B

LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Proj Manager L-Hours	Chief Inspector L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1 City-Labor Hours	270.00	70.00	73.00	67.00	52.00	8.00

SALARY COSTS

A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Project Manager	70.00	L-Hours X	\$44.45	\$93.79	/hour = \$ 6,565.27
2 Chief Inspector	73.00	L-Hours X	\$30.82	\$65.03	/hour = \$ 4,747.20
3 Trans Technician	67.00	L-Hours X	\$28.68	\$56.29	/hour = \$ 3,771.75
4 Office Manager	52.00	L-Hours X	\$15.87	\$33.49	/hour = \$ 1,741.26
5 Survey *	8.00	L-Hours X	\$47.03	\$99.24	/hour = \$ 793.90

TOTAL DIRECT PAYROLL

\$ 17,619.38

B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	3.1100	2.1100	
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TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 17,619.38

C. Out-of-Pocket Costs - (See detail sheet)

1 City Direct Expenses		\$ 1,739.76	=	\$ 1,739.76
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TOTAL ESTIMATED FEE

\$ 19,359.14

* Survey requires a 2-man crew.

EXHIBIT B

Idaho Falls

1 CONSTRUCTION ADMINISTRATION

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours
1.1 General Contract Administration	-					
1.1 Submittal Log & Min. Testing Requirements	1.00	1.00				
1.2 Pre-Construction Conference	3.00	1.00	1.00	1.00		
1.3 Labor Compliance	18.00	2.00		8.00	8.00	
1.4 Civil Rights Compliance	8.00			4.00	4.00	
1.5 Filing & Records Verification	8.00				8.00	
1.6 Progress Estimates	8.00	4.00			4.00	
1.7 Materials Certifications	12.00	4.00	4.00		4.00	
1.7.1 MTR	8.00	4.00	4.00		2.00	
1.7.2 Source Approvals	8.00	4.00	4.00			
1.7.3 Mix Design Reviews	8.00	2.00	4.00			
1.8 Contract Changes	4.00	4.00				
1.9 Weekly Progress Meetings	12.00	4.00	4.00		4.00	
1.10 Payroll Submittals	6.00	2.00			4.00	
1.11 Change Orders	4.00	2.00			2.00	
1.12 Submittal Reviews	16.00	8.00	8.00			
1.13 Claims		0.00	0.00			
1 TOTAL FOR CONTRACT ADMIN.	120.00	42.00	25.00	13.00	40.00	-

2 Survey Control

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* L-Hours
2 Survey Verification	12.00	4.00				8.00
2 TOTAL FOR SURVEY CONTROL	12.00	4.00	-	-	-	8.00

EXHIBIT B

Idaho Falls

3 PROJECT INSPECTION		Total	PM	CI	Tech	Office M.	Survey*
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Crew-Hrs
3.1	On Site Inspection/Diaries	64.00	4.00	20.00	40.00		
3.2	Deficiency reporting & Recommendations	8.00	4.00	4.00			
3.3	Pay Documents	20.00	4.00	8.00	8.00		
3.4	Environmental and Erosion Control Monitoring	12.00	4.00	8.00			
3	TOTAL FOR PROJECT INSPECTION	104.00	16.00	40.00	48.00		

Idaho Falls

EXHIBIT B

4 PROJECT CLOSE OUT

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
4.1 Document Review	5.00				5.00	
4.2 Final Payment Certifications	4.00				4.00	
4.3 Substantial Completion Inspection	14.00	3.00	4.00	6.00	1.00	
4.4 Final Inspection	7.00	3.00	4.00			
4 TOTAL FOR PROJECT CLOSEOUT	30.00	6.00	8.00	6.00	10.00	-

5 Monthly Invoices

	Total L-Hours	PM L-Hours	CI L-Hours	Tech L-Hours	Office M. L-Hours	Survey* Crew-Hrs
5 Monthly Invoices	4.00	2.00			2.00	
Total	270.00	70.00	73.00	67.00	52.00	8.00

EXHIBIT B

(18951) Bellin/Grandview Intersection
 Construction Engineering & Inspection

12/30/2014

Wages PM CI Tech Office Man Survey

Chris Canfield	44.45					
Kenny Roberts						33.17
Neal Cunningham						24.85
Nathan Anderson						18.84
Neal Cunnigham						24.85
Brandon Mecham						15.87
Gary Olson		30.10				
Michael Carlile			26.68			
Robert Cox		31.54				
Tami Nichols					15.87	
Average	44.45	30.82	26.68	15.87		47.03

EXHIBIT B

(18951) Bellin/Grandview Intersection
 Construction Engineering & Inspection

DIRECT EXPENSES

	Total			
Number of Trips (enr 1 x per week)	8	Trips		
Average Miles per Trip (enr)	9	Mi	72	MI
Number of Trips (observer)	40			
Average miles per trip (observer)	9		360	MI
Total Miles			432	
Cost per Mile	\$ 0.5550	/Mi		
Total Mileage Cost*			\$ 239.76	
Testing (Compaction)			\$1,500.00	
Total Direct Cost			\$1,739.76	



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: March 9, 2015

Subject: **IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL
DEVELOPMENT AGREEMENT FOR THE NORTH CAPITAL AVENUE
AND ELM STREET – ROAD SAFETY AUDITS**

Attached is a State/Local Development Agreement with the Idaho Transportation Department and accompanying Resolution with respect to the North Capital Avenue and Elm Street – Road Safety Audits.

This agreement requires City financial contribution towards the safety audit at a match rate of 7.34% for an estimated total of \$3,900.00. This agreement has been reviewed by the City Attorney.

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

Respectfully,

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

Chris H Fredericksen, P.E.
Public Works Director

CF:jk

Attachment

c: Mayor
Council
Fugal

2-38-19-2-TRF-2015-14

2015-28

STATE/LOCAL AGREEMENT
LHSIP - ROAD SAFETY AUDIT

PROJECT NO. A018(898)
N. CAPITAL AVENUE & ELM STREET - ROAD SAFETY AUDITS
CITY OF IDAHO FALLS
BONNEVILLE COUNTY
KEY NO. 18898

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF IDAHO FALLS, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LSHIP) Project with Federal-Aid Project No. A018(898) and Key No. 18898, described as a Road Safety Audit (RSA) on (1) Capital Avenue and (2) Elm Street. The project will be developed by Sponsor's Consultant. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Securing the services of a consultant for the work must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL TERMS

1. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated cost for development of the project is as follows:
 - a. **Project Development - \$53,000**
 - (PE-\$1,000, PL-\$2,000, PC-\$50,000)
2. The Sponsor's match for this project will be provided as cash in the amount of 7.34 percent of the entire project (current estimate \$3,900).
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be utilized by the Sponsor and Consultant on this project.
2. Upon receipt of appropriate documentation showing expenditure of funds for this project, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.

3. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for project development.
4. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State the sum of **THREE THOUSAND & NINE HUNDRED DOLLARS (\$3,900)**, estimated to be the Sponsor's match and total expense to the State for this project. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State. Checks shall be made payable to the "Idaho Transportation Department", and mailed to the Local Highway Technical Assistance Council, 3330 Grace Street, Boise, ID 83703, attention Safety Engineer.
2. With the assistance of the State, secure the services of a consultant through written agreement to conduct and prepare the Road Safety Audit Final Report.
3. Make timely payment of all consultant invoices throughout the development of the project. Upon completion of the Road Safety Audit, submit to the State copies of all allowable consultant invoices and receipts showing payment of same.
4. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
5. Upon completion of the project, provide the following to the State:
 - a. written notification of completion of the project,
 - b. provide the final Road Safety Audit Report along with the written response to its findings from the local agency/jurisdiction,

- c. two hard copies of the Road Safety Audit Report and written response to its findings, and
 - d. an electronic copy of the Road Safety Audit and the local agency/jurisdiction written response to the report findings.
6. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
7. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.
8. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the City of Idaho Falls Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Idaho Falls.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services
Division Administrator

ATTEST:

CITY OF IDAHO FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

FS: JM 11-13-14

hm:18898 SLA.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF IDAHO FALLS**, hereafter called the **CITY**, for development of a road safety audit; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A018(898) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Idaho Falls, held on _____.

(Seal)

City Clerk

Appendix A
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the

complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



A Division of the City of Idaho Falls

"A community with its own kind of energy"

MEMORANDUM



To: Mayor Casper and City Council

From: Jackie Flowers, General Manager

Date: March 9, 2015

Re: Authorize PacifiCorp's Customer Requested Work Agreement between the City of Idaho Falls and PacifiCorp for work on West Broadway

Idaho Falls Power has identified a distribution tie line to complete on West Broadway that will provide connectivity between Westside, Milligan, and Rack Substations, which will enhance redundancy and add capacity to more heavily loaded circuits. The proposed route currently has a pole alignment owned and occupied by PacifiCorp (doing business as Rocky Mountain Power) to serve their customers in the area. Idaho Falls Power is requesting permission to joint use poles along this alignment.

Idaho Falls Power is required to compensate PacifiCorp to accommodate the request. The cost estimate for this work is \$43,203. Because both PacifiCorp and Idaho Falls Power will occupy positions on the same power poles, it is highly impractical or impossible to separately bid, construct, and install each party's facilities and equipment on the other's lines or to separate the work into two separate construction contracts and mutually transfer ownership of such facilities once completed, to the other. Additionally, Idaho Falls Power is not authorized to bid work on assets owned by PacifiCorp. The City Attorney has reviewed this request and the associated Customer Requested Work Agreement.

In recognition of these circumstances, staff requests City Council authorize Mayor Casper to execute the Customer Requested Work Agreement.

JRF/644

Enclosures

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated February 17, 2015 (the "Agreement Date"), is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and IDAHO FALLS POWER, ("Customer"), for work to be performed by Company for Customer at or near 2725 W Broadway, Idaho Falls in Bonneville County, State of Idaho.

Description:

Replace 3 Rocky Mountain Power 35' poles with 55' poles and relocate a three phase primary riser to accommodate Idaho Falls Power to joint use and install a distribution circuit on Rocky Mountain Power poles.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0. The total advance for this work is \$43,203, with a balance due of \$43,203. Estimated cost is valid for 90 days from the Agreement Date.

Requested Date of Service: June 1, 2015

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

Idaho Falls Power
Alan Cunningham
PO Box 50220
Idaho Falls, Idaho 83402
Phone (208) 612-8322
Fax (Area code) Phone number

Rocky Mountain Power
Ned Bennett
852 E 1400 N
Shelley, Idaho 83274
Phone (208) 357-2610
Fax (Your area code) Your phone number

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A General Terms and Conditions are an integral part of this Agreement.

IDAHO FALLS POWER

By _____
Signature

Title _____

Print name of Signing Officer

Date

ROCKY MOUNTAIN POWER

By _____
Signature

Title Manager

Justin Allen
Print name of Signing Manager/Officer

3-03-2015
Date

Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

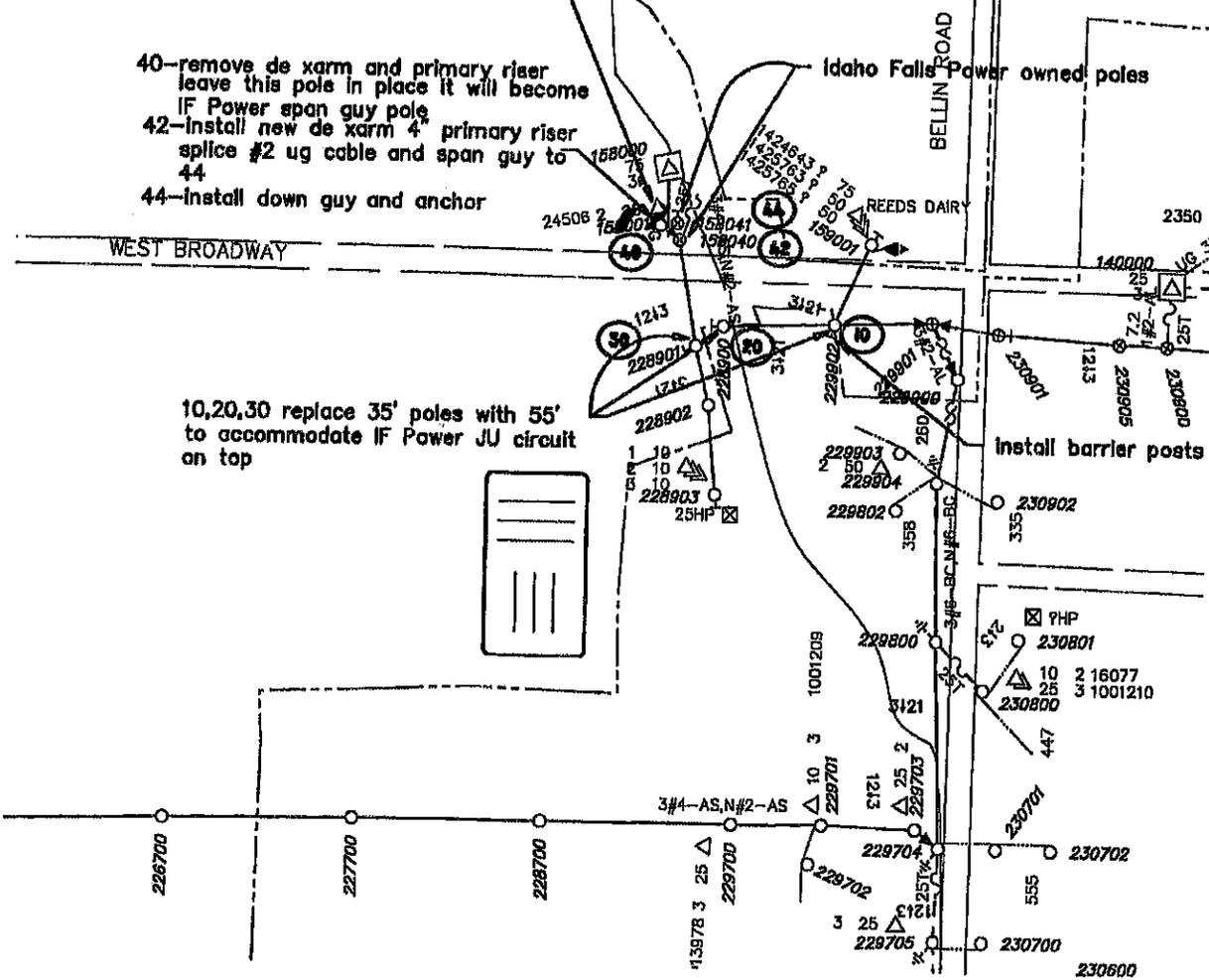
COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

remove single phase pole, xfmr and service that feeds old cellar, pole does not show on our map

- 40—remove de xarm and primary riser leave this pole in place it will become IF Power span guy pole
- 42—install new de xarm 4 primary riser splice #2 ug cable and span guy to 44
- 44—install down guy and anchor

10,20,30 replace 35' poles with 55' to accommodate IF Power JU circuit on top



Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
	005994281	03102037.0	
CUSTOMER : HYS11-IF POWER JOINT USE ADDRESS : 2725 WEST BROADWAY, IDAHO FALLS IN FRONT OF SKI'S AND REEDS DAIRY			Circuit HYS11
			Post Jobs <input type="checkbox"/> RQI <input type="checkbox"/> Posted <input type="checkbox"/>



PACIFIC CORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

1 OF 1

EST ID# Print Date Scale

 02/17/15 1=400'