AGENDA

CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

APRIL 3, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at https://streaming.pocatello.gov/ and available on Sparklight Cable channel 56

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; 208-234-6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings**

allow for public comment during the discussion/consideration process.

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

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1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Bishop Kevin Rogers, representing Church of Jesus Christ of Latter-day Saints.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Clarification and Regular City Council meetings of March 6, 2025; and Special City Council meeting of March 20, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of March 16 - 31, 2025.

(c) **TREASURER'S REPORT:** Council may wish to approve the Treasurer's Report for February 2025 showing cash and investments as of February 28, 2025.

(d) **HISTORIC PRESERVATION COMMISSION APOINTMENT:** Council may wish to confirm the Mayor's appointment of Brittani Hobson to serve as

a member of the Historic Preservation Commission, replacing Kaitlin Blincoe. Brittani's term will begin April 4, 2025 and expire September 5, 2027.

(e) **POCATELLO DEVELOPMENT AUTHORITY APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Scott Turner to serve as a member of the Pocatello Development Authority, replacing Jim Johnston. Scott's term will begin April 4, 2025 and expire May 1, 2029.

(f) **DECLARATION OF SURPLUS PROPERTY – 2025 CITY AUCTION:** Council may wish to declare items identified as surplus property to be sold at the City's Annual Auction on May 10, 2025 and dispose as noted. City departments submitted lists of items that they considered surplus, which were reviewed by other departments. The items to be considered surplus are not needed by any other departments within the City.

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

Council may wish to take this opportunity to inform other Council members of upcoming meetings and events that should be called to their attention.

6. SOLICITOR LICENSE DENIAL APPEAL

Rex Price will be present to appeal the denial of his solicitor license, which was denied by the Pocatello Police Department. **(ACTION ITEM)**

7. PUBLIC HEARING – EXCHANGE OF REAL PROPERTY – 0.113 ACRES LOCATED BEHIND 2672 HARTFORD DRIVE

This time has been set aside for the Council to hear comments from the public regarding a request by Patrick "Pat" Pape, represented by Creek Hollow & Associates, Inc. (mailing address: 611 Wilson Avenue, Suite 1A,

Pocatello, ID 83201) for the exchange of real property located behind 2672 Hartford Drive. The 0.113 acre parcel of City-owned property was declared underutilized and as surplus property at the March 6, 2025 Regular City Council meeting. Council may wish to approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

AGENDA-ITEM-7.PDF

8. PUBLIC HEARING – EXCHANGE OF REAL PROPERTY – 0.35 ACRES LOCATED SOUTH OF 3920 SOUTH 2ND AVENUE

This time has been set aside for the Council to hear comments from the public regarding an exchange of real property located on South 2nd Avenue, south of 3920 South 2nd Avenue. The subject 0.35-acre parcel was declared underutilized and as surplus property at the March 6, 2025 Regular City Council meeting. Council may wish to approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

AGENDA-ITEM-8.PDF

9. SUSPENSION OF CHILDCARE LICENSING FEES – POLICE DEPARTMENT

Council may wish to allow the Pocatello Police Department to immediately suspend Childcare Licensing Fees as stipulated in Pocatello Municipal Code 5.28.090 and set in Resolution 2024-30 Exhibit "I" until the final disposition of House Bill 243a in the Idaho Legislature is known. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. ISU OUTDOOR ADVENTURE CENTER USE AGREEMENT FOR CITY CREEK, ROSS PARK AND NORDIC CENTER – PARKS AND RECREATION DEPARTMENT

Council may wish to approve a use agreement with ISU Outdoor Adventure Center for the use of portions of City Creek Management Area, Ross Park climbing areas and Mink Creek Nordic Center to conduct outdoor programs and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-10.PDF

11. MASON HOLLADAY, SEI VOLLEYBALL, LLC USE AGREEMENT – PARKS AND RECREATION DEPARTMENT

Council may wish to approve a use agreement with SEI Volleyball, LLC for use of a portion of the greenspace at Hawthorne Park to conduct adult volleyball tournaments and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. INDIAN HILLS LIFT STATION FORCE MAIN – SOUTH VALLEY BRIDGE CASINGS PROJECT – CONSOR

Council may wish to accept the recommendation of staff and approve Task Order #5 to the Wastewater Collections On-Call Engineering Services Agreement with Consor for design and construction engineering services for the South Valley Bridge Casings project in the amount of $199,928.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. This project will be funded by the EPA Community Change grant and includes Phase 1 of the Indian Hills Lift Station pressure line replacement project. The project will include two steel casings on the

South Valley Bridge for one water and one wastewater crossing of the Portneuf River and Union Pacific Railroad. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-12.PDF

13. BID ACCEPTANCE AND CONTRACT FOR MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY PROJECT

Council may wish to approve the following requests regarding the Monte Vista to Pocatello Creek Road Pathway Project: **(ACTION ITEM)**

a) Accept the low responsive bid received on March 5, 2025, from RS Jobber, Inc. in the amount of $1,466,663.00, and if accepted

b) Authorize an agreement between the City of Pocatello and RS Jobber, Inc. in the amount of $1,466,663.00 for the Monte Vista to Pocatello Creek Road Pathway project and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The City was awarded a TAP grant for the project and the match requirement for the grant is 7.34%, which will be funded by local non-profit organizations Portneuf Health Trust and Portneuf Greenway Foundation.

Documents:

AGENDA-ITEM-13.PDF

14. MEMORANDUM OF UNDERSTANDING – THE RIDGE @ HIGH TERRACE, LLC

Council may wish to approve a Memorandum of Understanding (MOU) between the City of Pocatello and The Ridge @ High Terrace, LLC outlining both parties' obligations and responsibilities regarding nonconforming easement language in relation to water fees associated with certain real property and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-14.PDF

15. CONTRACT AWARD AND PROFESSIONAL SERVICES AGREEMENT FOR SOUTH 5TH COMPLETE STREETS AND SEWER PROJECT – KELLER ASSOCIATES, INC.

Council may wish to award a contract and approve a Professional Services Agreement between the City of Pocatello and Keller Associates, Inc. for the South 5th Avenue Complete Streets and Sewer Project including design and Construction Engineering and Inspections and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the project has been awarded through the US Environmental Protection Agency (EPA) Community Change Grant for the South 5th Complete Streets and Sewer Project. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-15.PDF

16. ITEMS FROM THE AUDIENCE

This time as been set aside to hear items from the audience not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

17. ADJOURN

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
    - Ten (10) minute time limit on applicant presentation.
    - Three (3) minute time limit on public testimony.
    - Names and addresses are required from those presenting/testifying.
    - Questions/comments should be addressed to the Mayor and Council.
    - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
    - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.

2. Mayor opens hearing.
3. Presentation by applicant.

   Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.
4. Presentation by staff.
5. Written correspondence submitted for the record.
6. Testimony by those supporting the application.
7. Testimony by those uncommitted on the application.
8. Testimony by opponents to the application.
9. Rebuttal by the applicant.
10. Mayor closes the hearing and initiates motion/deliberations.

    Note: The Mayor may choose to require a motion prior to the discussion in order to focus deliberations, or, the Mayor may choose to allow deliberations prior to the motion in order to facilitate wording of the motion.

11. Develop a written and reasoned statement supporting the decision.

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CLARIFICATION MEETING
MARCH 6, 2025

AGENDA ITEM NO. 1: ROLL CALL

Mayor Brian Blad called the City Council Clarification meeting to order at 5:31 p.m. Council members present were Rick Cheatum via GoTo meeting, an online platform, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols, and Hayden Paulsen.

AGENDA ITEM NO. 2: DISCUSSION

Mayor Blad and City Council members discussed items listed on the March 6, 2025 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.

AGENDA ITEM NO. 3: ADJOURN

Mayor Blad adjourned the City Council Clarification Meeting at 5:46 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
REGULAR CITY COUNCIL MEETING
MARCH 6, 2025

AGENDA ITEM NO. 1: ROLL CALL AND PLEDGE OF ALLEGIANCE

The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Rick Cheatum via GoTo meeting, an online platform, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols, and Hayden Paulsen.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Tony Seikel, representing Portneuf Sangha.

AGENDA ITEM NO. 3: CONSENT AGENDA

Council was asked to consider the following business items:

(a) MINUTES
Waive the oral reading of the minutes and approve the minutes from the following meetings: Clarification and Regular City Council meetings of February 6 and February 20, 2025; and Work Session meeting of February 13, 2025.

(b) MATERIAL CLAIMS
Approve the Material Claims for the period of February 16 - 28, 2025 in the amount of $2,781,464.77.

(c) TREASURER'S REPORT
Approve the Treasurer's Report for January 2025 showing cash and investments as of January 31, 2025 in the amount of $16,045,664.87.

Mr. Cheatum requested that Agenda Item No. 3(a) be considered separately, as he was not present at the Council meetings on February13, 2025 and therefore, does not feel comfortable voting upon the minutes.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mansfield, to approve items 3(b) and 3(c) on the Consent Agenda. Upon roll call, those voting in favor were Leeuwrik, Mansfield, Cheatum, Mangum, Nichols, and Paulsen.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to approve Agenda Item 3(a) on the Consent Agenda. Upon roll call, those voting in favor were Leeuwrik, Mangum, Mansfield, Nichols, and Paulsen. Cheatum voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 4: PROCLAMATIONS

Mr. Mangum, on behalf of Mayor Blad, proclaimed March 2025 to be National Nutrition Month and March 12, 2025 to be Registered Dietitian Nutritionist Day in Pocatello and

encouraged citizens to become aware of their nutrition needs and the nutrition of others for better health, and to recognize the contributions of Registered Dietitian Nutritionists to promote nutrition for better health.

Jenifer Reader, Idaho State University staff representing Pocatello Dietitian's Group, accepted the proclamation and thanked the Mayor and Council for the recognition.

Mr. Nichols, on behalf of Mayor Blad, proclaimed the week of March 9-15, 2025 to be AmeriCorps Week - "AmeriCorps Works for America" in Pocatello and encouraged citizens to learn about AmeriCorps, recognize its contributions, thank its members, and find ways to give back to their communities.

Annie Mendoza, Idaho State University's Institute of Rural Health representative, accepted the proclamation, thanked the Mayor and Council for the recognition, and encouraged citizens to serve others.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded Council members of the following meetings: March 13th City Council Work Session at 9:00 a.m. immediately followed by an Executive Session; March 20th Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the annual Spring Clean Up at City Cemeteries begins March 31. Crews will remove and discard all flowers and decorations. Citizens are asked to remove decorations, etc. they have placed on a cemetery space if they wish to avoid disposal of the item by staff. Clean up is expected to continue through the end of April. Sandbags are available to residents at the Public Works building located at 2405 Garrett Way. Mayor Blad reminded citizens to keep sidewalks clear of snow and ice. When clearing sidewalks and driveways of snow, please do not place snow in the street. It becomes a driving hazard.

AGENDA ITEM NO. 6: FINAL PLAT APPLICATION – BARTON VILLAS

Council was asked to approve a final plat application submitted by Ben Johnson of Johnson Contracting and Engineering (mailing address: PO Box 4520, Pocatello, ID 83205) to subdivide 1.10 acres (more or less) into thirteen (13) townhome lots and two (2) stormwater/non-buildable lots, off-street parking and a proposed public road extending from Barton Road. The proposed subdivision is generally located in the 800 block of Barton Road, north/northwest of Cowboy Mobile Home Park and will be known as Barton Villas. Staff found the proposal is in substantial conformance with the preliminary plat application and recommend approval with conditions.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to approve a final plat application submitted by Ben Johnson of Johnson Contracting and Engineering to subdivide 1.10 acres (more or less) into thirteen (13) townhome lots and two (2) stormwater/non-buildable lots with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merril Quayle, P .E. dated February 21, 2025, shall be met; 2) All conditions set out in the Executive Summary dated March 6, 2025, shall be met; 3) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the proposed subdivision is

generally located in the 800 block of Barton Road, north/northwest of Cowboy Mobile Home Park and will be known as Barton Villas and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 7: FINAL PLAT APPLICATION WESTERN SKIES DIVISION 4 SUBDIVISION

Council was asked to approve a final plat application submitted by Rockwell Homes, represented by TJ Togiai, Sunrise Engineering, (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 6.94 acres (more or less) into twenty-eight (28) residential lots. The proposed subdivision is located west of I-15 and north of Western Skies Division 3 Subdivision and will be known as Western Skies Division 4 Subdivision. Staff found the proposal is in substantial conformance with the preliminary plat application and recommend approval with conditions.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve a final plat application submitted by Rockwell Homes, represented by TJ Togiai, Sunrise Engineering, to subdivide 6.94 acres (more or less) into twenty-eight (28) residential lots with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merril Quayle, P.E. dated February 21, 2025, shall be met; 2) All conditions set out in the Executive Summary dated March 6, 2025, shall be met; 3) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the proposed subdivision is located west of I-15 and north of Western Skies Division 3 Subdivision and will be known as Western Skies Division 4 Subdivision and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mangum, Paulsen, Cheatum, Leeuwrik, Mansfield, and Nichols.

AGENDA ITEM NO. 8: 2024 STATE HOMELAND SECURITY PROGRAM GRANT ACCEPTANCE – FIRE DEPARTMENT

Council was asked to approve the Pocatello Fire Department to participate in and accept funding through the Fiscal Year 2024 State Homeland Security Program under the Federal Emergency Management Agency (FEMA). The annual grants support the Regional Response Team for Hazardous Materials and the Idaho Technical Rescue Team for Technical Rescue and provide support for equipment and training to RRT 6 (Hazmat) in the amount of $20,000.00 and ITRT 3A (Technical Rescue) in the amount of $7,000.00. If approved Council was asked to authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve the Pocatello Fire Department to participate in and accept funding through the Fiscal Year 2024 State Homeland Security Program under the Federal Emergency Management Agency annual grants to support the Regional Response Team for Hazardous Materials and the Idaho Technical Rescue Team for Technical Rescue and provide support for equipment and training to RRT 6 (Hazmat) in the amount of $20,000.00 and ITRT 3A (Technical Rescue) in the amount of $7,000.00, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

In response to questions from Council, Ryan O'Hearn, Fire Chief, explained the Pocatello Fire Department houses Regional Response Team 6 for hazardous materials and Technical Rescue Team 3A, both serving southeastern Idaho. He stated these teams receive funding through FEMA's state Homeland Security program via the Idaho Office of Emergency Management. Chief O'Hearn clarified that while there may be delays in processing reimbursement requests, the department plans to submit requests more frequently to ensure timely reimbursements.

Ms. Leeuwrik's motion was voted on at this time. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, Mansfield, and Nichols.

AGENDA ITEM NO. 9: CONCESSIONAIRE AGREEMENT AWARD – JERI'S JUMBOS CAFÉ, LLC

Council was asked to approve a concessionaire agreement with Jeri's Jumbos Café, LLC (mailing address: 3122 Pole Line Road, Pocatello, ID 83201) for food services to be provided at Ross Park Aquatic Complex (RPAC), 2901 South 2nd Avenue, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

In response to questions from Council, Anne Butler, Parks and Recreations Director, stated that Jerri's Jumbos had a successful first year as the concessionaire. The vendor was pleased with overall performance, and the City was satisfied with the service provided.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to approve a concessionaire agreement with Jeri's Jumbos Café, LLC for food services to be provided at Ross Park Aquatic Complex (RPAC), 2901 South 2nd Avenue, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 10: CITY CREEK MANAGEMENT AREA USE AGREEMENT – PARKS AND RECREATION DEPARTMENT

Council was asked to approve a use agreement with Alpenglow Experiences, LLC for use of portions of the City Creek Management Area to conduct guided day hiking programs for small groups and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to approve a use agreement with Alpenglow Experiences, LLC for use of portions of the City Creek Management Area to conduct guided day hiking programs for small groups and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols and Paulsen.

In response to questions from Council, Ryan Cameron, representing Alpenglow Experiences, shared the purpose and goal of the backpacking outfitter business and explained plans to operate on Pocatello's City Creek trails. He aims to follow local regulations and begin operation in the spring.

AGENDA ITEM NO. 11: DONATION AGREEMENT – LOOKOUT POINT

Council was asked to approve a donation agreement with Historic Downtown Pocatello for Lookout Point, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Nichols, seconded by Mr. Mansfield, to approve a donation agreement with Historic Downtown Pocatello for Lookout Point, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Mansfield, Cheatum, Leeuwrik, Mangum, and Paulsen.

AGENDA ITEM NO. 12: LEASE AGREEMENT AND RESOLUTION – LOOKOUT POINT AND SIMPLOT SQUARE

Council was asked to adopt a Resolution and approve a lease agreement with Historic Downtown Pocatello for management rights of Lookout Point and Simplot Square, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to adopt a Resolution (2025-05) and approve a lease agreement with Historic Downtown Pocatello for management rights of Lookout Point and Simplot Square, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 13: PROFESSIONAL SERVICES AGREEMENT – BIOTA CONSULTING

Council was asked to accept the recommendation of staff and approve a professional services agreement with Biota Consulting, in the amount of $521,366.00 to develop a restoration plan for the Portneuf Oxbow area and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the contract expenses are covered by the Bureau of Reclamation WaterSMART Grant and ARPA funding.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to accept the recommendation of staff and approve a professional services agreement with Biota Consulting, in the amount of $521,366.00 to develop a restoration plan for the Portneuf Oxbow area and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 14: PROFESSIONAL SERVICES AGREEMENT – JUB ENGINEERS

Council was asked to accept the recommendation of staff and approve a professional services agreement with JUB Engineers, Inc. in the amount of $960,600.00 to provide engineering services for the South 5th Avenue Complete Streets and Sewer: Surveying,

Right-of-Way, and Permitting project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the project is funded by the US EPA Community Change grant.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to accept the recommendation of staff and approve a professional services agreement with JUB Engineers, Inc. in the amount of $960,600.00 to provide engineering services for the South 5th Avenue Complete Streets and Sewer: Surveying, Right-of-Way, and Permitting project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Cheatum, Leeuwrik, Mansfield, and Nichols.

AGENDA ITEM NO. 15: RECYCLING SERVICES AGREEMENT – WASTE MANAGEMENT OF UTAH, INC.

Council was asked to accept the recommendation of staff and approve a Recycling Services Agreement with Waste Management of Utah, Inc. to provide processing services to the Sanitation Department for the current City recycling program and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to accept the recommendation of staff and approve a Recycling Services Agreement with Waste Management of Utah, Inc. to provide processing services to the Sanitation Department for the current City recycling program and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Mansfield, Nichols, and Paulsen.

In response to questions from Council, Tom Kirkman, Director of Public Services, reported that the recycling contract offers flexibility to choose between providers each month, ensuring better pricing. He noted the facility is performing well, with increased material drop-offs from both commercial accounts and neighboring communities. Recent cost-saving measures, such as baling cardboard, have significantly reduced expenses. The department is also developing a commercial cardboard program.

AGENDA ITEM NO. 16: PIGGYBACK BID ACCEPTANCE FOR REFUSE CONTAINERS – SANITATION DEPARTMENT

Council was asked to accept the recommendations of staff and approve piggybacking of the City of Pocatello 2023 competitively bid pricing with Enterprise Sales for the purchase of 3-yard front-load, 6-yard front-load and 30-yard lidded containers in the amount of $102,776.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the purchase is available in the Sanitation Services FY2025 budget.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to accept the recommendations of staff and approve piggybacking of the City of Pocatello 2023 competitively bid pricing with Enterprise Sales for the purchase of 3-yard front-load, 6-yard front-load and 30-yard lidded containers in the amount of $102,776.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department

review. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 17: PIGGYBACK BID ACCEPTANCE FOR CAT CB4.0 UTILITY COMPACTOR PURCHASE – WATER DEPARTMENT

Council was asked to approve the piggyback bid of Sourcewell Contract #020223-CAT via Western States Caterpillar for the purchase of one (1) 2024 CAT CB4.0 Utility Compactor in the amount of $69,958.19, with a lease return credit of $10,000.00, for a total expenditure of $59,638.19, and authorize the Mayor's signature on all pertinent paperwork, subject to Legal Department review. Funding is available in the Water Department budget reserves.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to approve the piggyback bid of Sourcewell Contract #020223-CAT via Western States Caterpillar for the purchase of one (1) 2024 CAT CB4.0 Utility Compactor in the amount of $69,958.19, with a lease return credit of $10,000.00, for a total expenditure of $59,638.19, and authorize the Mayor's signature on all pertinent paperwork, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 18: DECLARATION OF SURPLUS PROPERTY – 0.113 ACRE PARCEL OF CITY-OWNED PROPERTY – HARTFORD DRIVE

Council was asked to declare a 0.113-acre parcel of City-owned property located behind Lot 35 Block 2 The Crossings Division 2 Subdivision, commonly known as 2672 Hartford Drive, as underutilized and further declare the intent to exchange said property for real property of equal value, owned by Patrick Pape, represented by Creek Hollow and Associates, Inc. (mailing address: 611 Wilson Avenue, Suite 1A, Pocatello, ID 83201) in accordance with Idaho Code Title 50 Chapter 14 "Conveyance of Property" and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Mansfield, seconded by Mr. Cheatum, to declare a 0.113-acre parcel of City-owned property located behind Lot 35 Block 2 The Crossings Division 2 Subdivision, commonly known as 2672 Hartford Drive, as underutilized and further declare the intent to exchange said property for real property of equal value, owned by Patrick Pape, represented by Creek Hollow and Associates, Inc. in accordance with Idaho Code Title 50 Chapter 14 "Conveyance of Property" and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

Merril Quayle, Development Engineer, explained that the City's property trade will allow the City to combine the acquired parcel with an adjacent lot to create space for a potential four-lot parking area for a nearby trailhead.

Mr. Mansfield's motion was voted on at this time. Upon roll call, those voting in favor were Mansfield, Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 19: DECLARATION OF SURPLUS PROPERTY – 0.35 ACRE PARCEL OF CITY-OWNED PROPERTY – SOUTH 2ND AVENUE

Council was asked to declare a 0.35-acre parcel of City-owned property located on South 2nd Avenue, south of 3920 South 2nd Avenue and north of 3960 South 2nd Avenue, as underutilized and further declare the intent to exchange said property for real property of equal value, owned by Gary Ratliff, in accordance with Idaho Code Title 50 Chapter 14 "Conveyance of Property" and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to declare a 0.35-acre parcel of City-owned property located on South 2nd Avenue, south of 3920 South 2nd Avenue and north of 3960 South 2nd Avenue, as underutilized and further declare the intent to exchange said property for real property of equal value, owned by Gary Ratliff, in accordance with Idaho Code Title 50 Chapter 14 "Conveyance of Property" and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 20: RESOLUTION SUPPORTING THE PRESERVATION OF TAX-EXEMPT MUNICIPAL BONDS

Council was asked to adopt a Resolution expressing support for tax-exempt municipal bonds and encouraging Idaho's Congressional Delegation to ensure the protection of the federal tax exemption of municipal bonds.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to adopt a Resolution (2025-06) expressing support for tax-exempt municipal bonds and encouraging Idaho's Congressional Delegation to ensure the protection of the federal tax exemption of municipal bonds. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, Mansfield, and Nichols.

In response to a request by Council, Jared Johnson, City Attorney, read the Resolution aloud.

AGENDA ITEM NO. 21: ORDINANCES – VACATING 100 SQUARE FEET OF RIGHT-OF-WAY

Council was asked to approve an ordinance vacating the public's interest in approximately 100 square feet of right-of-way located at the northern end of Bogey Lane and distributing said vacated land to the adjoining property owner, Dykman Construction, Inc. Said vacation was approved by City Council Decision dated February 20, 2025 and all conditions therein have been met.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 21, be read only by title and placed on final passage for publication and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols, and Paulsen.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance vacating the public's interest in approximately 100 square feet of right-of-way located at the northern end of Bogey Lane and distributing said vacated land to the adjoining property owner, Dykman Construction, Inc. as approved by City Council Decision dated February 20, 2025. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Mansfield, Nichols and Paulsen. Mayor Blad declared the ordinance passed, that it be numbered 3157 and that only the ordinance summary sheet be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 22: ITEMS FROM THE AUDIENCE

There were no individuals signed up to speak at this time.

AGENDA ITEM NO. 23: ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 6:45 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
MARCH 20, 2025

A Special meeting of the city Council was called to order by Mayor Brian Blad at 4:04 p.m. in the Paradice Conference Room at City Hall. Council members in attendance were Rick Cheatum, via GoTo Meeting, an online meeting platform, Linda Leeuwrik, Josh Mansfield, Brent Nichols and Hayden Paulsen. Council member Corey Mangum was excused.

A motion was made by Mr. Paulsen, seconded by Mr. Mansfield, to convene into Executive Session in accordance with Idaho Code 74-206(1)(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code. Upon roll call, those voting in favor were Paulsen, Mansfield, Cheatum, Leeuwrik and Nichols.

In addition to the Council members, the followingCity staff members were in attendance: Jared Johnson, City Attorney; Heather Buchanan, Human Resources Director; and Konni Kendell, City Clerk.

Council members discussed topics within the parameters of the above statute.

There being no further business, Mayor Blad adjourned the meeting at 5:01 p.m.

APPROVED:

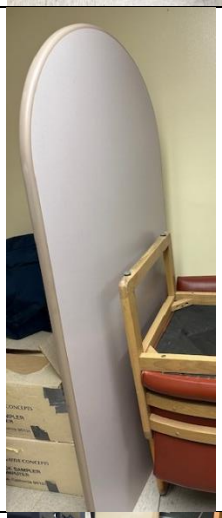
_____
BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

_____
KONNI R. KENDELL, CITY CLERK

CITY OF POCATELLO
2025 AUCTION LIST FOR COUNCIL APPROVAL

No.	Department	Item Description	Photos
1	HUMAN RESOURCES	STANDING DESK	
2	ZOO IDAHO	2005 GMC 1500 PICKUP TRUCK VIN: 1GTEK14Z35Z248339	
3	ZOO IDAHO	1999 GMC 1500 PICKUP TRUCK VIN: 1GTDT14X3X8524700	
4	ZOO	2012 POLARIS RANGER VIN: 4XARH50AOC4725589 HOURS: 5,735 *RUNS ROUGH*	 

5	MAYOR'S OFFICE	(2) ORANGE OFFICE CHAIRS	
6	MAYOR'S OFFICE	TABLETOP (NO LEGS)	
7	MAYOR'S OFFICE	SMALL CHRISTMAS TREE	
8	MAYOR'S OFFICE	(2) MACRAME PLANT HANGERS	

9	SANITATION	CARDINAL 5,000 LB LOW PROFILE 5X5 FLOOR SCALE	
10	SANITATION	334SAN 2000 TOYOTA FORKLIFT VIN: 62680	
11	WATER	Used Brass Water Meters 1” to 2” (non-compliant for potable use) – two hundred plus meters	
12	WATER	Canon Imageprograf Printer IPF755 (Needs new motherboard)	
13	WATER	Jet 8” Bench Grinder Model JFB-8A	

14	WATER	Pipe Saw Husqvarna 1260-1	
15	WATER	Pipe Saw Husqvarna K1260-2	
16	WATER	Pipe Saw Husqvarna K1270-1	
17	WATER	Pipe Saw Husqvarna K1270-2	
18	WATER	Pipe Saw Husqvarna K1270-3	
19	WATER	Pipe Saw Husqvarna K1270-4	

20	WATER	Pipe Saw Makita	
21	WATER	Pipe Saw Partner 1250-1	
22	WATER	Pipe Saw Partner 1250-2	
23	WATER	Stihl TS800	
24	P&R	PLOW TRUCK 1985 INTERNATIONAL S1954 VIN: 1HTLDUYP4FHA10380 ODO: 185,272	

25	P&R OUTDOOR REC	(4) AMMO CANS	
26	P&R OUTDOOR REC	ELECTRIC ENGINE COOLING FAN	
27	P&R OUTDOOR REC	16 FOOT FIBERGLASS CANOE	
28	P&R OUTDOOR REC	ADJUSTABLE STAND-UP DESK	
29	P&R OUTDOOR REC	(7) GREEN DRY BAGS	

30	P&R OUTDOOR REC	(9) BLACK DRY BAGS	
31	P&R OUTDOOR REC	(10) SNOWSHOE TOTE BAGS	
32	P&R OUTDOOR REC	COMPUTER MONITOR	
33	P&R OUTDOOR REC	TIRE CHAINS	
34	P&R OUTDOOR REC	BOX OF ELASTIC FITNESS BANDS	

35	P&R OUTDOOR REC	(2) BOXES OF PAINTBALL BULLETS	
36	P&R OUTDOOR REC	CATERING DISHES	
37	P&R OUTDOOR REC	KIDS PAINTBALL SUPPLIES, SLINGSHOT, GUNS, FACE SHIELD, PAINTBALLS	
38	P&R	Standing Desk 29 1/2” deep x 35 1/2” wide	

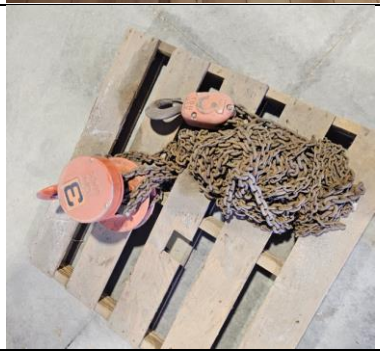
39	P&R	ROUTER TABLE	   
40	P&R	(6) STARTING BLOCKS	
41	P&R	CYBEX WEIGHT RACK	

42	P&R	MISC PLUMBING PARTS	  
43	P&R	STANDING DESK	

44	WPC	2001 GMC High-Cube Truck VIN: J8DF5C13217700972 Miles: 57,479 Hours: 1,157	  
45	WPC	Leer Truck Shell 6.5’ High-Rise FOR A 2018 CHEVROLET 5.5’ BED	 
46	WPC	VariDesk, Cube Corner Sit-Stand Desk Converter 36” wide x 34” deep	

47	WPC	VariDesk Sit-Stand Desk Converter 30” x 30” some damage on corners	
48	WPC	Chairs x 2 Office Guest	
49	WPC	Mirror 27.5” x 33.5”	
50	WPC	Rug 62.5” wide x 87.5” long	
51	WPC	Clock 18” diameter	

52	WPC	Coat Rack 6’ tall	
53	WPC	Steelcase Desk, L-Shaped, Gray Laminate 6’3” wide x 7’6” long x 30” high Individual component measurements: Desk: 6’3” wide x 30” deep Right side Return: 5’ wide x 2’ deep	 
54	WPC	Steelcase Desktop (no legs), U-Shape, Light Maple Laminate 5’4” wide x 5’4” long, 29” deep, top only	
55	WPC	Steelcase Desk, U-Shaped, Oak Laminate 8’9” wide x 8’9” long x 30” high Individual component measurements: Left Side: 5’ wide x 2’ deep Middle Triangle: 3’9” left x 3’9” right Right Side: 5” wide x 2’ deep Return/Island: 5’ wide x 30” deep	

56	WPC	Steelcase Desk, Oak Laminate 75” wide x 30” deep x 30” high	
57	WPC	Steelcase Desk/Left Side Return, Oak Laminate 5’ wide x 2’ deep x 30” high	
58	WPC	Steelcase Desk/Right Side Return with File Drawers, Oak Wood Laminate 5’ wide x 2’ deep x 30” high	
59	WPC	Steelcase Desk Return/Island, Oak Laminate 5’ wide x 30” deep x 30” high	
60	WPC	Manual Hoist Chain Fall Long Chain, 3 Ton Max	

61	FIRE DEPT	(2) GREY CHAIRS	
62	FIRE DEPT	2005 CHEVROLET TRAILBLAZER VIN: 1GNDT13S552353915 (HAS NEW BATTERY) ODO: ~116,000	
63	FIRE DEPT	(4) GREY CHAIRS	
64	FIRE DEPT	(1) TOOL BOX	
65	FIRE DEPT	METAL LOCKERS, BLUE	

66	POLICE	APPX (80) LOCKERS	
67	POLICE	FOUR TIRES ON RIMS 195x55R16	
68	POLICE	LEG PRESS	
69	POLICE	CYBEX TREADMILL	
70	POLICE	ELLIPTICAL	
71	POLICE	PRO SPORT CLIMBER	
72	POLICE	LIFE FITNESS TREADMILL	
73	POLICE	SIGNATURE FITNESS FREE MOTION TREADMILL	
74	POLICE	WEIGHT TREE	
75	POLICE	CAP STRENGTH ADJUSTABLE BENCH	
76	POLICE	MATRIX ELLIPTICAL	
77	POLICE	LEG EXTENSION	
78	POLICE	BODY SOLID BENCH	
79	POLICE	RAPTOR INCLINE BENCH	
80	POLICE	BENCH PRESS	
81	POLICE	SCHWINN AIRDYNE STATIONARY BIKE	
82	POLICE	(2) 4-DRAWER METAL CABINETS	
83	POLICE	(3) 2-DRAWER METAL CABINETS	
84	POLICE	LOCKER ROOM BENCHES	
85	POLICE	METAL LADDER Seized Item	
86	POLICE	PIONEER WOMAN 20-PIECE KNIFE SET Seized Item	
87	POLICE	PIONEER WOMAN 20-PIECE GADGET SET Seized Item	
88	POLICE	TENT Seized Item	
89	POLICE	FANATIC PADDLEBOARD Seized Item	
90	POLICE	INFLATABLE RAFT Seized Item	
91	POLICE	STRUTS FOR A VEHICLE Seized Item	
92	POLICE	JOHN DEER TRACTOR TOY Seized Item	
93	POLICE	(2) GREEN WORKS WEED TRIMMER Seized Item	

94	POLICE	THERMAL SHIPPING LABEL PRINTER Seized Item	
95	POLICE	WIRED HELMET AUDIO AND COMMUNICATION Seized Item	
96	POLICE	YELLOW TOOLBOX Seized Item	
97	POLICE	RANDOM WEIGHTS Seized Item	
98	POLICE	WHEEL CHAIR Seized Item	
99	POLICE	RYOBI WEED TRIMMER Seized Item	
100	POLICE	WALKER Seized Item	
101	TRANSIT	907PRT 2009 FORD CROWN VICTORIA ODO: 104,189 VIN: 2FAHP71VX9X128350	
102	TRANSIT	909PRT 2008 FORD CROWN VICTORIA ODO: 100,209 VIN: 2FAHP71V68X153034	
103	TRANSIT	922PRT 2006 OPUS TK OPTIMA ODO: 327,135 VIN: 1Z9B6BSS66W216356	
104	TRANSIT	924PRT 2005 OPUS TK OPTIMA ODO: 327,917 VIN: 1Z9B5BSSX5W216281	

105	TRANSIT	925PRT 2005 OPUS TK OPTIMA ODO: 307,518 VIN: 1Z9B5BSS95W216272	
106	TRANSIT	936PRT 2008 CHEVROLET EL DORADO ODO: 333,537 VIN: 1GBJ5V1918F409802 **TOTALED VEHICLE TITLE; STILL OPERABLE**	
107	TRANSIT	966PRT 2008 FORD STARCRAFT/STARLITE ODO: 130,210 VIN: 1FD3E35S38DA22990	
108	TRANSIT	967PRT 2010 CHEVROLET PACER ODO: 251,648 VIN: 1GB6G3A65A1111377	
109	TRANSIT	972PRT 2014 FORD EL DORADO ODO: 255,384 VIN: 1FDFE4FS3EDB17336	
110	TRANSIT	976PRT 2008 FORD STARCRAFT/ALLSTAR ODO: 76,516 VIN: 1FD4E45P98DA88238	
111	TRANSIT	2006 OPUS TK OPTIMA BUS VIN: 1Z9B6BSS86W216360	

		ODO: 319,258 FOR SCRAP, NOT AUCTION	
112	FLEET	PARTS4FLT 2017 FORD EXPLORER (WRECKED) VIN: 1FM5K8AR9HGC25351 FOR SCRAP, NOT AUCTION	 
113	FLEET	PARTS3FLT 2013 FORD TAURUS (WRECKED) VIN: 1FAHP2MT0DG222295 FOR SCRAP, NOT AUCTION	
114	FLEET	JACKS/DRUM CART, BROKEN FOR SCRAP OR AUCTION	

PRIME TIME AUCTIONS
• BID ONLINE & LIVE •

AGREEMENT TO HOLD PUBLIC AUCTION

City of Pocatello
911 North 7th
P. O. Box 4169
Pocatello, Idaho 83205

Dear Sirs:

This agreement contains the following:

We propose to hold an online surplus property auction for the City of Pocatello at Prime Time Auctions. The auction is to be held on Saturday May 10, 2025 online at www.primetimeauctions.com.

Our proposal contains the following conditions:

1. **The investment for holding the auction will be 17% of all merchandise. A buyer's premium is paid by the buyer on auction day and is kept by Prime Time Auctions for services. Premiums are 5% on items that sell for $2501.00 or more and 10% on items that sell for $2500.00 or less.**

2. **City of Pocatello will reimburse from proceeds in the amount of $895.00 for advertising.**

3. **City of Pocatello will handle any legal advertising that needs to be placed.**

4. **Prime Time Auctions agrees to have a Fork Lift available to use for setup and removal for this auction.**

5. **Within 10 days following the auction, we will provide the City of Pocatello with an accounting from each separate Department and payment of auction proceeds.**

6. **The items may be delivered any time after the contract is signed and will be sold at our May 10, 2025 Community Auction.**

Date 2/14/2025

Parker Hernandez
Auction Representative

Date 3-6-2025

Mayor Brian Blad

ADMINISTRATIVE APPROVAL

AGENDA ITEM NO. Agenda Item #7

EXECUTIVE SUMMARY
EXCHANGE OF REAL PROPERTY PUBLIC HEARING

TO: Mayor Blad and City Council Members
FROM: Merril Quayle, P.E., Public Works Engineer
DATE: Meeting Date – April 3, 2025
SUBJECT: Exchange of Real Property Public Hearing

REQUEST
Patrick "Pat" Pape represented by Creek Hollow & Associates, Inc. (mailing: 611 Wilson Ave., Suite 1A, Pocatello, Idaho 83201) request the exchange of real property.

BACKGROUND
The notice for the public hearing was published in the Idaho State Journal on March 19, 2025 pursuant to Idaho Code §50-1402.

At the regular scheduled City Council meeting of March 6, 2025, the City Council declared property 0.113 acres behind 2672 Hartford Drive underutilized and as surplus and further declared their intent to exchange said real property pursuant to Idaho Code §50-1401.

Patrick "Pat" Pape approached the city about a proposed land exchange. The proposal is to grant to the City of Pocatello Lot 28 Block 2 as described in instrument number 22206512 (0.121 acres) within The Crossings Division 2 subdivision located adjacent to Hartford Drive. Lot 28 is adjacent to the City of Pocatello owned Lot 29. The lots combined could be used for a future small parking area for the larger open space lot and future pathway system.

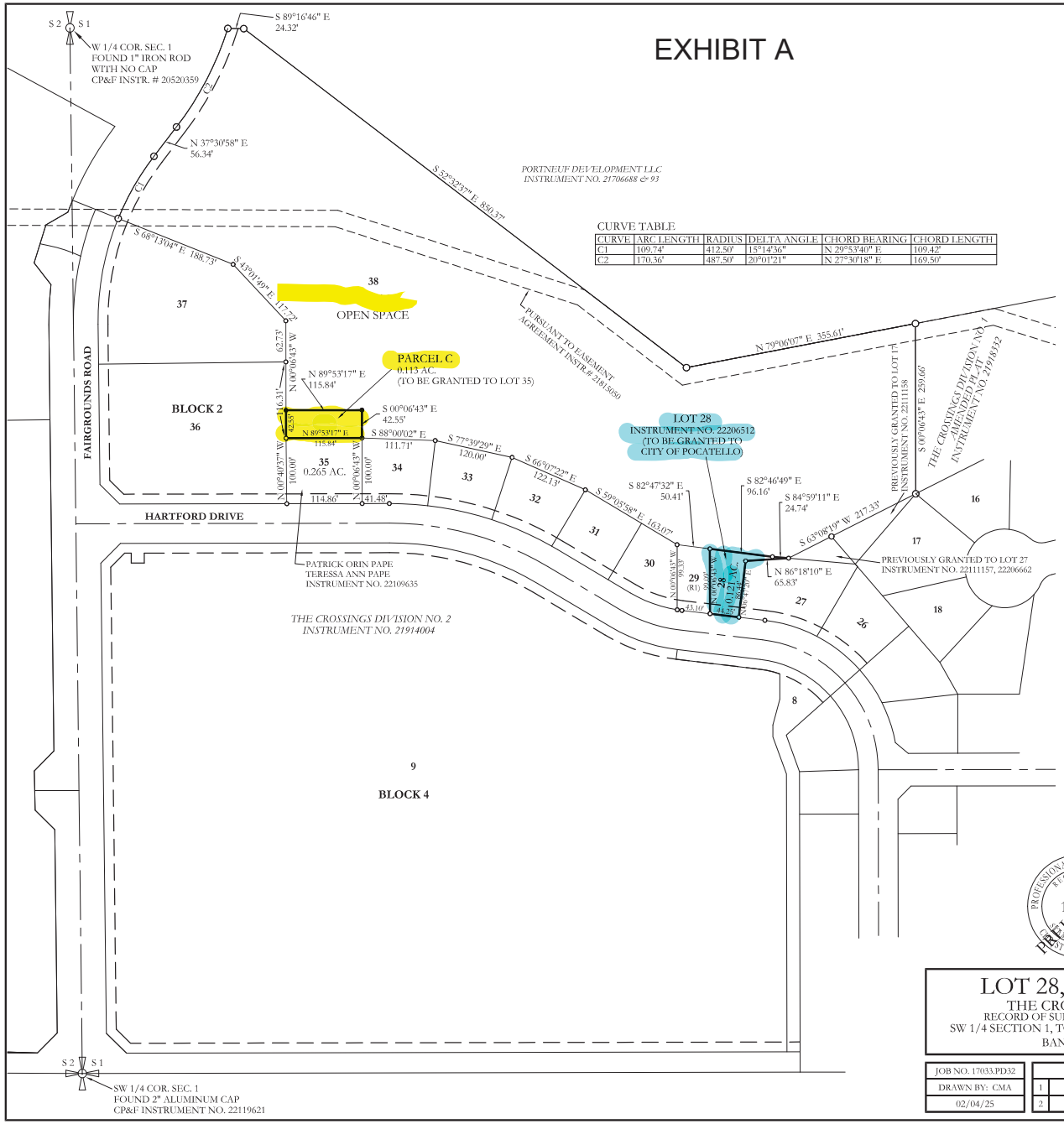
The Property requested to be exchanged for is 0.113 acres to be removed from Lot 38 Block 2 The Crossings Division 2 subdivision, an open space lot owned by the City of Pocatello (9.329 acres) of and located behind Lot 35 Block 2 of said subdivision. Lot 35 belongs to Patrick "Pat" Pape. the exchange would allow for an extended rear yard for Lot 35 where there is currently a rock wall and fence constructed.

EXHIBIT A – Preliminary record of survey for reference of the proposed real property exchange.

EXHIBIT B – Legal Description of Parcel C – Portion of Lot 38 Block 2 The Crossings Division 2 to be declared underutilized and intent to exchange.

STAFF RECOMMENDATION
Staff recommends Council approve the land exchange pursuant to Idaho Code §50-1403 (2) and authorize the Mayor to sign all relevant documents, subject to Legal Department review.

EXHIBIT A



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	109.74'	412.50'	15°14'36"	N 29°53'40" E	109.42'
C2	170.36'	487.50'	20°01'21"	N 27°30'18" E	169.50'

0 100 200

BASIS OF BEARING

THE SOUTH LINE OF SECTION 1 BETWEEN FOUND MONUMENTS AS SHOWN BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM

LEGEND

- SUBDIVISION BOUNDARY LINE
- SECTION LINES
- STREET CENTERLINE
- INTERIOR LOT LINES
- EXISTING PUBLIC UTITLITY EASEMENT LINE
- IRRIGATION EASEMENT AS NOTED

- FOUND 5/8" REBAR WITH ALUMINUM CAP STAMPED RMES CH&A PLS 12457
- FOUND 1/2" REBAR WITH YELLOW CAP STAMPED CHA - PLS 12457
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED CHA - PLS 12457

RECORD REFERENCES

THE CROSSINGS DIVISION NO. 1
INSTRUMENT NO. 21908026

THE CROSSINGS DIVISION NO. 2
INSTRUMENT NO. 21914004

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ADJUST THE LOT LINE OF OPEN SPACE LOT 38 BLOCK 2 OF THE CROSSINGS DIVISION NO. 2, INSTRUMENT NO. 21914004, AND AREA NOTED AS PARCEL C IS DETERMINED TO BE SURPLUS PROPERTY WITHIN THE OPEN SPACE OF SAID SUBDIVISION PLAT.

PARCEL C IS TO BE DEEDED TO THE OWNER OF LOT 35 BLOCK 2 OF THE CROSSINGS DIVISION NO. 2 AND TO REMAIN APART OF SAID LOT NOT TO BE SOLD SEPERATELY.

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CHRISTOPHER ADAMS 12457 PRELIMINARY

SURVEYORS CERTIFICATE

I, CHRISTOPHER ADAMS, PLS 12457 OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, IN CONFORMANCE WITH LAW(S) OF CHAPTER 19, TITLE 55, IDAHO CODE.

LOT 28,35, & 38, BLOCK 2

THE CROSSINGS DIVISION NO. 2
RECORD OF SURVEY - PROPERTY LINE ADJUSTMENT
SW 1/4 SECTION 1, TOWNSHIP16 SOUTH, RANGE 34 EAST, B.M.
BANNOCK COUNTY, IDAHO

JOB NO. 17033.PD32	REVISIONS			SCALE: 1" = 100'
DRAWN BY: CMA	1			SHEET 1 OF 1
02/04/25	2			

CREEK HOLLOW & ASSOCIATES, INC. C H & A

EXHIBIT B

Creek Hollow & Associates, Inc.
611 Wilson Ave., Suite 1A, Pocatello, ID 83201
Phone: (208) 709-3113 / Fax: (208) 238-8852

LEGAL DESCRIPTION
Parcel C - Portion of Lot 38 Block 2
The Crossings Division No. 2

A portion of Lot 38 Block 2 of The Crossings Division No. 2, Instrument No. 21914004, more particularly described as follows:

Commencing at the Northwest corner of Lot 35 Block 2 of said The Crossings Division No. 2, also being the **Point of Beginning**; thence along the West line of said Lot 38 Block 2, North 00°40'37" West 42.55 feet; Thence parallel with the North line of said Lot 35 Block 2, North 89°53'17" East 115.84 feet; thence South 00°06'43" East 42.55 feet to the Northeast corner of said Lot 35 Block 2; thence along the North line of said Lot 35 Block 2, South 89°53'17" West 115.84 feet to the **Point of Beginning**.

Parcel contains 0.113 acres.

PROFESSIONAL LAND SURVEYOR
REGISTERED
12457
STATE OF IDAHO
CHRISTOPHER ADAMS
PRELIMINARY

Agenda Item #8

EXECUTIVE SUMMARY

PUBLIC HEARING - INTENT TO EXCHANGE PROPERTY

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, M.S. Senior Planner
Date: April 3, 2025

The City Council may recall declaring their intent to exchange real property between the City of Pocatello and Mr. Gary Ratliff at the meeting held on March 6, 2025. Planning Staff provided notice of the exchange and date of public hearing in the Idaho State Journal at least fourteen (14) days prior to this evenings meeting in accordance with Idaho Code §50-1402.

BACKGROUND

- In October 2009 a number of individuals associated with the rock-climbing community approached City Staff expressing concern with the fact that the southern-most basalt cliff better known as the "Sunny Side" was not owned by the City but rather was privately owned by Gary Ratliff. There are currently 4/5 rock climbing routes and a foot path used to set-up ropes along the entire basalt cliff. Mr. Ratliff has gradually come closer to encroaching upon the foot path through the use of his property to extract gravel.
- Matthew Lewis, Senior Planner and Gary Ratliff met in March of 2012 at which time the possibility of exchanging real property was discussed and agreed upon in principal.
- The possibility of the proposed exchange was brought before the Pocatello City Council at a work session held on May 10, 2012. Following the presentation City Council directed staff to research and prepare documents related to the proposed land swap (see attached minutes).
- Staff followed up by ordering a preliminary title commitment for the property located at 3920 South 2nd Avenue. Said title commitment indicated that there was an incumbrance on the property owed to D.L. Evans Bank. Before the trade could move forward the encumbrance needed to be removed. (See attached correspondence dated June 19, 2012).

- Momentum regarding the trade slowed in light of the aforementioned incumbrance and City staff workload to complete surveying in the field and legal descriptions. Mr. Ratliff was also in/out of the Country making it difficult to communicate.
- More recently – Staff meet with Mr. Ratliff to bring the proposed trade back to the table. In the discussion Mr. Ratliff was unaware of the incumbrance at which time he told me to contact Ricky Evans with D.L. Evans Bank. During a telephone call Mr. Evans noted that the issue would be resolved but a survey with legal descriptions regarding the trade would be needed.
- Staff retained Sunrise Engineering for surveying services which included:
    - Locate controlling corners & determine existing property boundaries
    - Research records & analyze adjoiners boundaries
    - Write legal descriptions for 2 new parcels
    - Prepare Record of Survey (ROS) and set monuments of parcel corners
- A copy of the ROS is attached. Based on State Code the map with the legal descriptions and deeds must be recorded no later than 90-days following setting the monuments in the field.

EXECUTIVE SUMMARY
DECLARATION OF INTENT TO EXCHANGE PROPERTY

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, M.S. Senior Planner
Date: March 6, 2025

BACKGROUND

- In October 2009 a number of individuals associated with the rock-climbing community approached City Staff expressing concern with the fact that the southern-most basalt cliff better known as the "Sunny Side" was not owned by the City but rather was privately owned by Gary Ratliff. There are currently 4/5 rock climbing routes and a foot path used to set-up ropes along the entire basalt cliff. Mr. Ratliff has gradually come closer to encroaching upon the foot path through the use of his property to extract gravel.
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    - Prepare Record of Survey (ROS) and set monuments of parcel corners

- A copy of the ROS is attached. Based on State Code the map with the legal descriptions and deeds must be recorded no later than 90-days following setting the monuments in the field.

STAFF RECOMMENDATION

- Following a declaration of intent exchange real property, if the Council chooses to do so, the City Clerk shall publish a summary of the action taken by the Council in the official newspaper of the city and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange shall be published at least fourteen (14) days prior to the date of the hearing in accordance with Idaho Code §50-1402.
- Appraisal – In light of the "public good" in preserving a community asset, the Planning & Development Services Staff recommends that the appraisals of the two (2) be waived.

ATTACHMENT A

CITY COUNCIL WORKSESSION MINUTES MAY 10, 2012

AGENDA ITEM NO. 7: PORPOSED TRAFFIC SIGNAL COORDINATION AND MAINTENANCE CONSOLIDATION PROJECT UPDATE

Randy Ghezzi, Street Operations Director, was present to update the Council on a traffic signal coordination project with the City of Pocatello, Idaho Transportation Department, Bannock Transportation Planning Organization and the City of Chubbuck. Mr. Ghezzi reviewed proposed steps to implement the roles and responsibilities for the control system. He explained that it has been a cooperative effort to cycle the traffic signals together. It has been found that when changes are made by one entity it affects other traffic signals causing delays, etc. These issues will be corrected by this proposed change. Mr. Ghezzi explained the City of Pocatello will oversee the coordination efforts. He noted an electrician was hired last year to maintain the traffic signals for their department and is ready to start the project.

In response to questions from Council, Mr. Ghezzi explained costs will be based upon the traffic signals within each community and intersections that border city limits. The coordination will help correct problems on long stretches of road such as 4th Avenue and Center/Clark intersections. Staff plans to have the project completed by the end of 2012.

AGENDA ITEM NO. 8: PROPOSED PROPERTY TRADE-SOUTH SECOND AVENUE "SUNNYSIDE" CLIMBING WALL

Matthew Lewis, Planning Division Manager, was present to provide background information regarding a proposed land trade between the City and Gary Ratliff and to seek further direction from the Council of how to proceed. The parcels in question are adjacent to South Second Avenue and the basalt cliff commonly referred to as the "Sunnyside" climbing wall. Mr. Lewis noted the climbing cliffs are owned by Mr. Ratliff and not by the City. He explained City staff met with Mr. Ratliff in 2009 to discuss a possible land trade of the property. The climbing community has become concerned that access to the cliffs may abruptly end because the pathway is on private property. As a result, Mr. Lewis is seeking direction from Council for the following: a) allow staff to waive the appraisal process because of the recreation need; and b) to move forward declaring the intent to trade the property.

It was mentioned that the Parks Department does not have any plans to modify the parking lot located near the cliffs.

Mr. Moore feels the cliffs are a great asset for the community and appreciates Mr. Ratliff's willingness to trade.

Mr. Lewis noted that Idaho State University promotes use of the cliffs and climbers travel to Pocatello specifically to use the cliffs. He mentioned the trail will connect with the Zoo once it is completed.

It was the consensus of the Council for staff to research and prepare documents related to the proposed land swap.

Mayor Blad adjourned the Study Session at 10:29 A.M.

APPROVED:

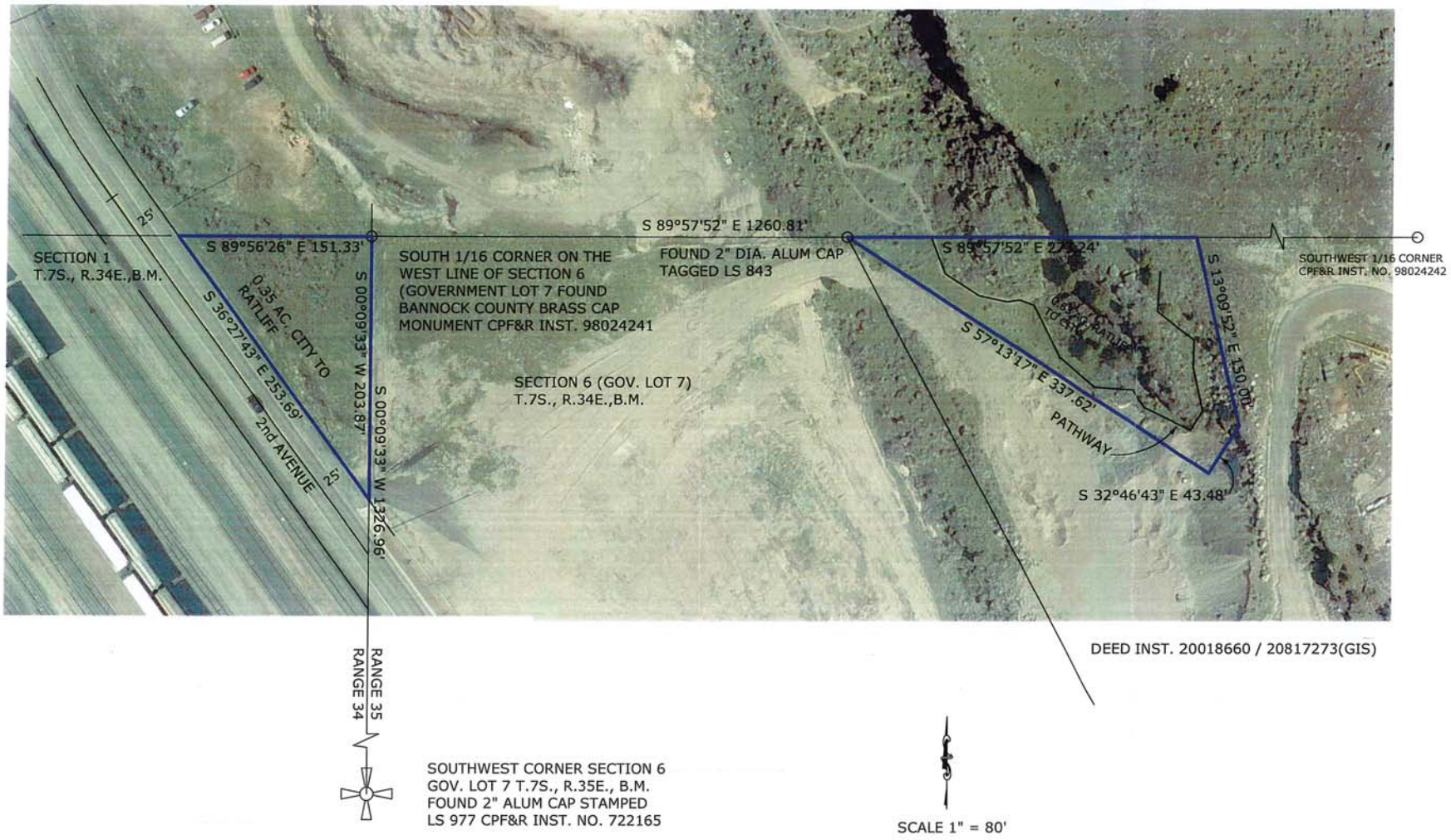
_____
BRIAN C. BLAD, MAYOR

ATTEST:

_____
RUTH E. WHITWORTH, CMC, CITY CLERK

ATTACHMENT B

AERIAL OF THE PARCELS IN QUESTION



PROPOSED LAND TRADE BETWEEN CITY OF POCATELLO AND INTERMOUNTAIN SELF STORAGE L.L.C.(GARY G. RATLIFF)

ATTACHMENT C

RECORD OF SURVEY COMPLETED BY SUNRISE ENGINEERING

RECORD OF SURVEY FOR:

CITY OF POCATELLO

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/16 CORNER ON THE WEST LINE OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT AS DESCRIBED IN CP&F INST. 98024241;

THENCE SOUTH 00°09'49" WEST, ALONG THE WEST LINE OF SECTION 6, A DISTANCE OF 203.85 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH SECOND AVENUE;

THENCE NORTH 36°27'43" WEST, LEAVING THE WEST LINE OF SECTION 6 AND FOLLOWING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH SECOND AVENUE, A DISTANCE OF 253.66 FEET;

THENCE SOUTH 89°56'26" EAST, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH SECOND AVENUE, A DISTANCE OF 151.33 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.35 ACRES, MORE OR LESS.

PARCEL B

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE WEST LINE OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT AS DESCRIBED IN CP&F INST. 98024241;

THENCE SOUTH 89°57'52" EAST, ALONG THE SOUTH 1/16 LINE OF SECTION 6, A DISTANCE OF 371.86 FEET TO THE **POINT OF BEGINNING**;

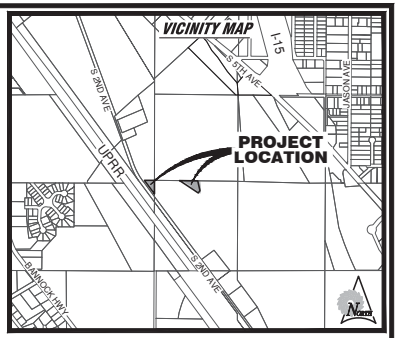
THENCE CONTINUING SOUTH 89°57'52" EAST, A DISTANCE OF 273.24 FEET;

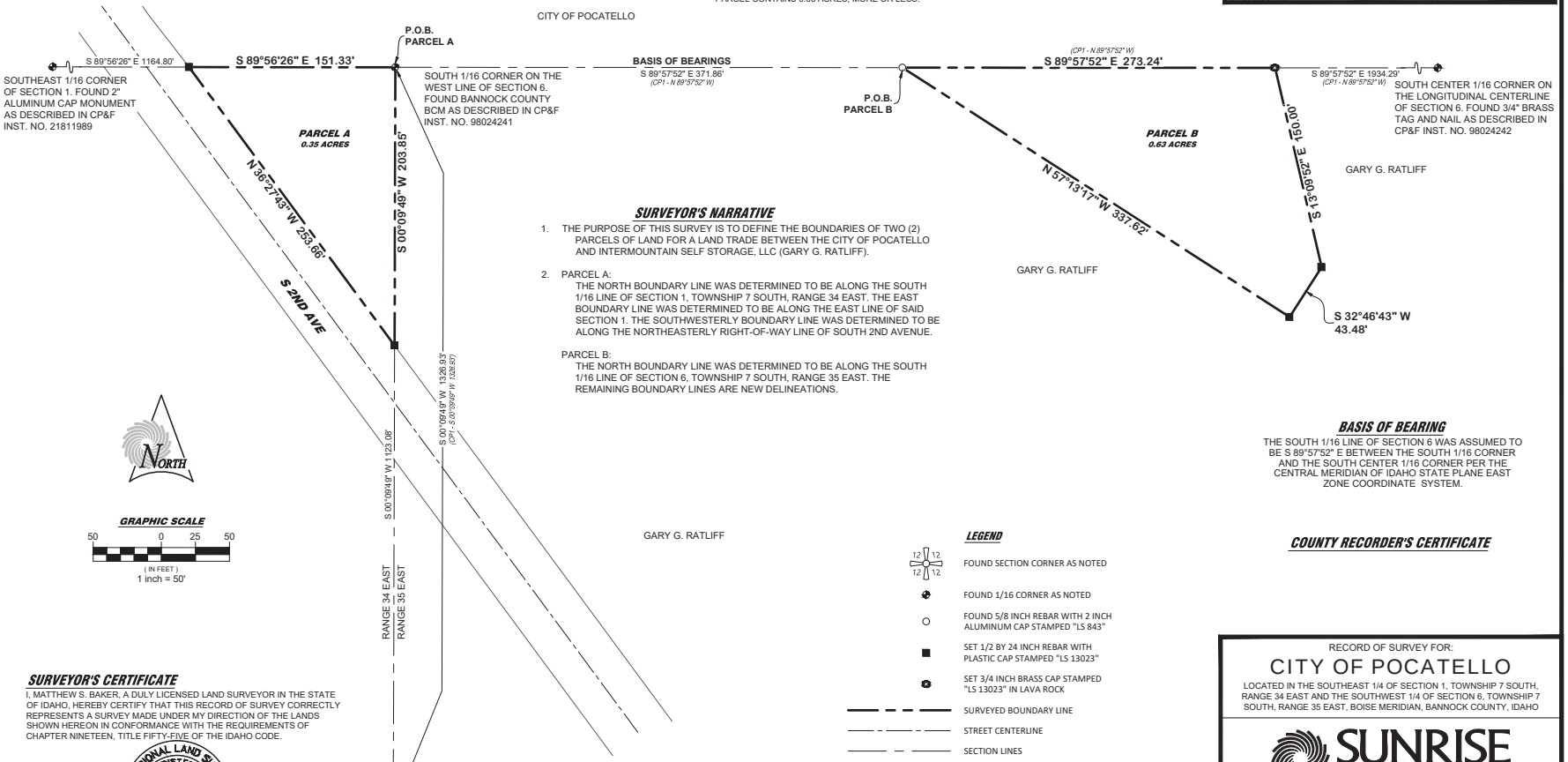
THENCE SOUTH 13°09'52" EAST, LEAVING SAID SOUTH 1/16 LINE OF SECTION 6, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 32°46'43" WEST A DISTANCE OF 43.48 FEET;

THENCE NORTH 57°13'17" WEST A DISTANCE OF 337.62 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.63 ACRES, MORE OR LESS.





SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF TWO (2) PARCELS OF LAND FOR A LAND TRADE BETWEEN THE CITY OF POCATELLO AND INTERMOUNTAIN SELF STORAGE, LLC (GARY G. RATLIFF).

2. PARCEL A:
   THE NORTH BOUNDARY LINE WAS DETERMINED TO BE ALONG THE SOUTH 1/16 LINE OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST. THE EAST BOUNDARY LINE WAS DETERMINED TO BE ALONG THE EAST LINE OF SAID SECTION 1. THE SOUTHWESTERLY BOUNDARY LINE WAS DETERMINED TO BE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH 2ND AVENUE.

   PARCEL B:
   THE NORTH BOUNDARY LINE WAS DETERMINED TO BE ALONG THE SOUTH 1/16 LINE OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST. THE REMAINING BOUNDARY LINES ARE NEW DELINEATIONS.

BASIS OF BEARING

THE SOUTH 1/16 LINE OF SECTION 6 WAS ASSUMED TO BE S 89°57'52" E BETWEEN THE SOUTH 1/16 CORNER AND THE SOUTH CENTER 1/16 CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

COUNTY RECORDER'S CERTIFICATE

NORTH

GRAPHIC SCALE

50 0 25 50

(IN FEET)

1 inch = 50'

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "LS 843"
- SET 1/2 BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "LS 13023"
- SET 3/4 INCH BRASS CAP STAMPED "LS 13023" IN LAVA ROCK
- SURVEYED BOUNDARY LINE
- STREET CENTERLINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- (- CP1) RECORD INFORMATION PER CORNER PERPETUATION & FILING (INST. NOS. 98024241 & 98024242)

SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS RECORD OF SURVEY CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF THE LANDS SHOWN HEREON IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER NINETEEN, TITLE FIFTY-FIVE OF THE IDAHO CODE.

PROFESSIONAL LAND SURVEYOR REGISTERED DRAFT STATE OF IDAHO MATTHEW S. BAKER

MATTHEW S. BAKER DATE

RECORD OF SURVEY FOR:

CITY OF POCATELLO

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: MSB, MLM, RTS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: December 5, 2024
DRAWING: P:\City of Pocatello\10840 - Boundary Survey\SURVEY\CAD\COP Survey Base.dwg	
SCALE: 1 INCH = 50 FEET	PROJECT NO: 10840 SHEET 1 OF 1

ATTACHMENT D

DRAFT LEGAL NOTICE FOR ISJ

* * NOTICE OF PUBLIC HEARING * *

MEETING DATE: Thursday, April 3, 2025

MEETING TIME: 6:00 p.m.

PLACE: Council Chambers, Municipal Building, 911 N. 7th Avenue, Pocatello, Idaho

ORGANIZATION HOLDING HEARING: Pocatello City Council

The Pocatello City Council will hear comments from the public concerning a proposed exchange of real property located between 3920 and 3960 South 2nd Avenue Legal description and map are available at City Hall.

At the regular scheduled City Council meeting of March 6, 2025 the City Council declared property located between 3920 and 3960 South 2nd Avenue underutilized and as surplus and further declared their intent to exchange said real property.

All interested persons are invited to attend the hearing to express their views regarding this proposal. Oral testimony may be offered at the meeting and may be restricted to no more than 3 minutes per person. Written testimony may be submitted up to the time of or at the hearing or submitted to the Planning & Development Services Department attention Matthew G. Lewis. Additional information may be obtained by calling 208.234.6190 or e-mailing mlewis@pocatello.gov.

In accordance with the American with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe within two (2) business days advance notice at sbeebe@pocatello.gov; 208.234.6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

PUBLICATION DATE: Thursday, March 20, 2025

POCATELLO POLICE DEPARTMENT

Agenda Item #9

EXECUTIVE SUMMARY

To: Brian C. Blad, Mayor
Members of the City Council
From: Mallarie Bascom, Licensing Enforcement Officer and Staff Liaison to the Child Care Advisory Committee
Subject: Immediate Suspension of Childcare Licensing Fees
Date: 03/18/2025

The Sixty-eighth Idaho Legislature is currently proposing a bill that would pre-empt local government from licensing childcare facilities as of July 1, 2025. As House Bill 243a progresses to Governor Little for approval or veto, City staff is requesting the immediate suspension of all childcare licensing fees as noted in Pocatello Municipal Code 5.28.090 and set in Resolution 2024-30 exhibit I.

Suspending fees would be advantageous for our local childcare providers, who would likely encounter dual licensing expenses at the city and state levels prior to the proposed implementation date of July 1, 2025. To enhance the support provided to childcare licensees in Pocatello, staff is asking the City Council to give the Pocatello Police Department discretion to suspend childcare licensing fees until the final outcome of House Bill 243a is known.

Should the bill be vetoed by the Governor, Pocatello Police Department Licensing will reinstate fees for all childcare licensees and seek payment from any licensee processed during the suspension period.

Mallarie Bascom, Licensing Enforcement Officer
(208)234-6285
mbascom@pocatello.gov

EXHIBIT I
CHILD CARE LICENSE FEES

Licensure fees for Child Care Providers and Child Care Staff Members (as defined in Pocatello Municipal Code § 5.28) shall be as follows:

Child Care Business:

Initial License Fee	$150.00
Annual Renewal Fee after Initial License Fee*	$100.00
Every 5th Year Renewal Fee**	$150.00

Child Care Employees, Residents, and Volunteers on the premises:

Initial License Fee	$80.00 each
Annual Renewal Fee after Initial License Fee*	$40.00 each
Every 5th Year Renewal Fee**	$80.00 each

*Applications for license renewals must be submitted prior to expiration in order to qualify for the renewal fee. Applications received after the expiration date shall require the initial license fee.

Civil penalties may be issued if there is a violation of the Child Care Code:

First violation within one (1) year	$50.00
Second violation within one (1) year	$100.00
Third violation within one (1) year	$200.00

A 2.74% convenience fee will be charged on all card transactions.

CITY OF POCATELLO
PARKS & RECREATION

CITY OF POCATELLO
Parks & Recreation Department
Agenda Item Executive Summary

Date: 3/19/25

To: Mayor Blad and Council Members

From: Cary Rhodes, Outdoor Recreation Manager

RE: ISU Outdoor Adventure Center – CITY CREEK MANAGEMENT AREA, ROSS PARK CLIMBING AREAS, AND NORDIC CENTER USE AGREEMENT

ISU Outdoor Adventure Center has held a use agreement with the City of Pocatello for use of City Creek, Ross Park Climbing Areas, and the nordic center since 2013. They use the areas for small group programs throughout the year.

We have worked with legal to update the contract. We removed the Pocatello Pump event from the contract and that will be a standalone special use permit going forward. We also adjusted fees to reflect current fees, updated some insurance requirements. Legal indicated that we should gain council approval for this use agreement again since items

ISU Outdoor Adventure Center has been a good steward of their use agreement. They are respectful and take care of the areas and offer quality programming. Parks & Recreation Department staff is very supportive of continuing to allow ISU Outdoor Adventure Center use at our facilities.

Staff recommends that Council approve the Use Agreement with ISU Outdoor Adventure Center for use of portions of the City Creek Management Area, Ross Park Climbing Areas, and the nordic center to conduct programs.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: March 25, 2025

RE: Use Agreement

I have reviewed the use agreement with Idaho State University acting as the Outdoor Adventure Center. I have no legal concerns with the Council approving the use agreement and authorizing the Mayor to sign the use agreement.

Please let me know if you have any questions or concerns.

USE AGREEMENT
IDAHO STATE UNIVERSITY OUTDOOR ADVENTURES PROGRAM

THIS AGREEMENT, hereinafter referred to as "Agreement", is entered into on the _____ day of _____, 2025 by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and Idaho State University acting as the Outdoor Adventure Center of Idaho State University Student Unions & Involvement, hereinafter referred to as "OAC".

WHEREAS, the City owns land and improvements throughout the City, specifically the rock-climbing areas in Ross Park, City Creek Management Area, and the Mink Creek Nordic Center; and

WHEREAS, OAC conducts a variety of programs for ISU students and the public, and would like to use these areas and facilities for its programs; and

WHEREAS, it is the parties desire to enter into an agreement which set forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

1. TERM. The term of this Agreement is from April 3, 2025 through March 31, 2026.
2. RENTAL. The rental fees for this Agreement will be as follows:
    A. $300.00 annually for use of the areas and facilities outlined in Section 3 of this Agreement.
    B. Any other programs/events not specifically identified may include additional fees or charges.

3. PREMISES. The premises which are the subject of this Agreement is the City Creek Management Area, as outlined in Exhibit "A"; Shadyside Ross Park climbing area, located on South 5th Avenue; and the East Mink Creek Nordic Center, as outlined in Exhibit "B".
4. USE OF PREMISES. OAC shall furnish to the City's Parks and Recreation Department a schedule of all programs, including dates and times, as soon as the information becomes available. OAC must receive approval from the City Parks and Recreation Department Director, or their designee, prior to conducting any programs. OAC agrees it will use the areas and facilities solely for the purposes of conducting events and programs organized and conducted by OAC including, but not limited to, educational classes, open mountain biking, and rock-climbing. If necessary, entrance capability for the premises shall be obtained from the City's Parks and Recreation Department Director, or their designee.
5. CARE OF THE PREMISES. The City shall maintain and care for the premises outlined in Section 3. OAC agrees that upon completion of any program or event conducted by OAC, OAC shall arrange to have the premises, including restrooms, grounds and facilities, cleaned and restored to their previous condition prior to use, ordinary wear and tear excepted. All garbage cans shall be dumped into large dumpsters and recyclable materials shall be placed in appropriate containers. Said cleaning and restoration shall be accomplished without unreasonable delay and prior to the next scheduled event at the premises.

   OAC agrees to promptly make any needed repairs to the premises, should any damage occur during the use of the premises by OAC. OAC is responsible for securing the premises after use by locking doors, locking gates, turning off lights, ensuring parking areas have been secured, ensuring participants have left the premises, and any other

responsibilities required to secure the premises. OAC agrees to provide a minimum of twenty (20) hours of volunteer trail work for each location listed in Section 3, for a total of sixty (60) hours of volunteer trail work.

6. CONFLICTS. OAC agrees to schedule its trips so as not to conflict with any City Parks and Recreation events or any other event previously scheduled by the City. In addition, OAC agrees to conduct trips throughout the year as scheduled and approved through the City's Parks and Recreation Department Director, or their designee.

7. INSURANCE. The insurance responsibilities for this Agreement shall be as follows:

   A. OAC shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. City shall be named as an additional insured or be acknowledged by the OAC's insurance carrier as a covered entity under the terms of said policy. Moreover, OAC is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with OAC without first giving City at least thirty (30) days written notice.

   B. OAC shall purchase personal property insurance in an amount sufficient to insure any and all of OAC's personal property which might be used in OAC's operation of the business or which might be present on the premises.

   C. If applicable, OAC shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for its employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 8. OAC's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. INDEMNIFICATION. OAC shall have the responsibility for the safety of persons or property during its occupancy and use of the premises. Additionally, OAC shall indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, their officers, employees, agents, and successors, subject to the limitations and protections of the Idaho Tort Claims Act, against damages arising from the negligence of OAC and/or its officers, employees, agents and successors.
9. DEFAULT. If OAC shall neglect or fail to do or perform any of its covenants and promises herein contained, the City may terminate this Agreement upon five (5) days written notice and cancel further use by the OAC.
10. ASSIGMENT. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by OAC without prior written consent of the City.
11. WAIVER OF DEFAULT. The failure of the City to require strict performance of any covenant, promise, or condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or waiver of this clause. To be effective, any waiver by the City must be in writing.

12. COST OF LITIGATION. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amounts hereunder, to correct breach of any covenant, term or condition hereof, or to litigate any other matter arising from the execution of this Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorneys' fees awarded by the trial and appellate courts, in addition to costs and disbursements. This provision shall survive any termination of this Agreement.
13. MERGER CLAUSE. This writing represents the entire agreement between the parties. No prior promises, representations or agreements, written or oral, shall amend, change or add to any express provisions herein.
14. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a court of competent jurisdiction against the interest of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.
15. CAPTIONS. The captions herein and for convenience only, and do not limit or amplify the language of the sections following.
16. SEVERABILITY. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.
17. JURSIDICTION AND VENUE. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

18. NOTICES: That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

City: Anne Butler, Parks and Recreation Director
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

THE OAC: Lowell Richards
Associate VP for Auxiliary Services and Operations
921 South 8th Avenue
Pocatello, ID 83209

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first-above written.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDALL, City Clerk

IDAHO STATE UNIVERSITY,
OUTDOOR ADVENTURE CENTER

_____
LOWELL RICHARDS, Associate VP for Auxiliary Services and Operations

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
ss:
County of Bannock)

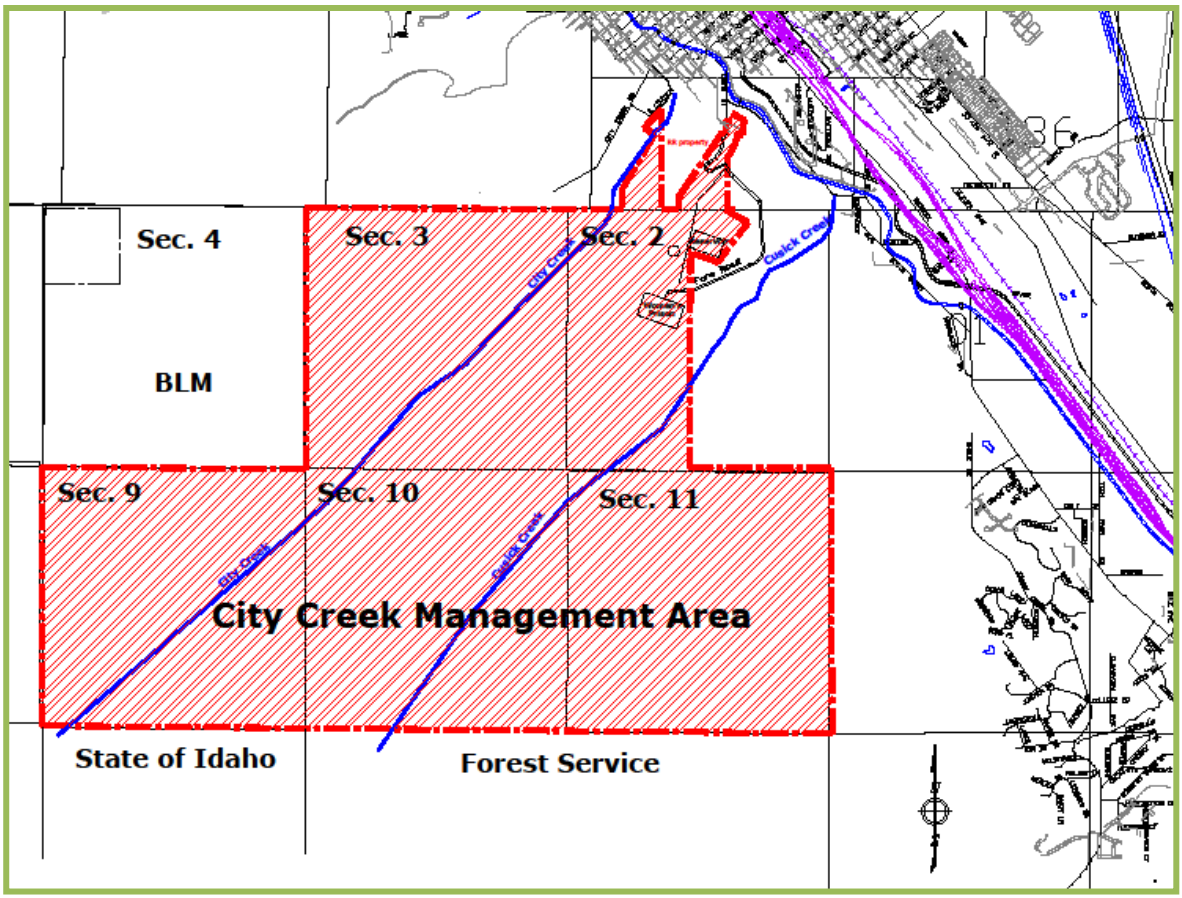
On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Lowell Richards, known or proved to me to be the Associate Vice President for Auxiliary Services and Operations for Idaho State University, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same.

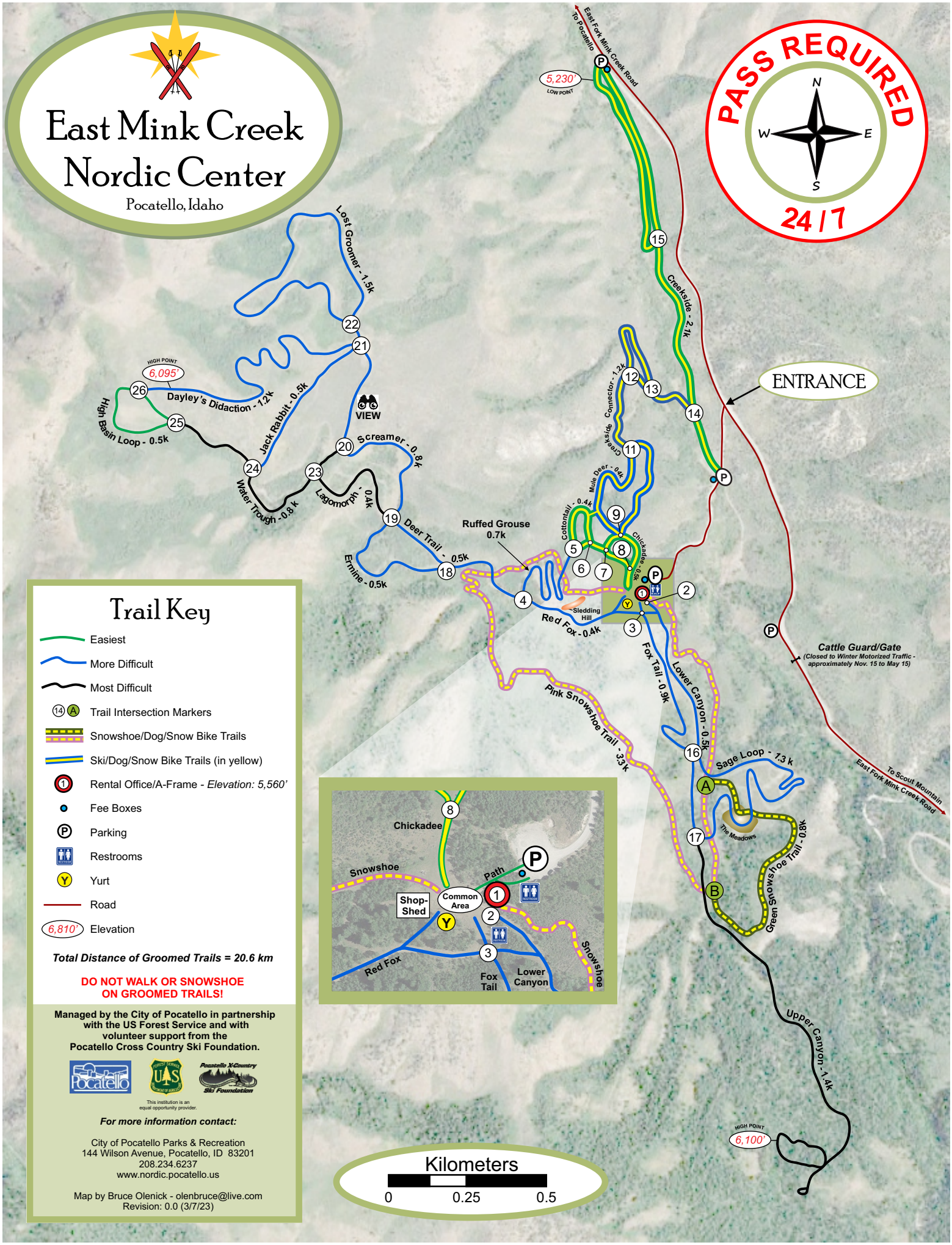
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

EXHIBIT A
Vicinity Map for the City Creek Management Area





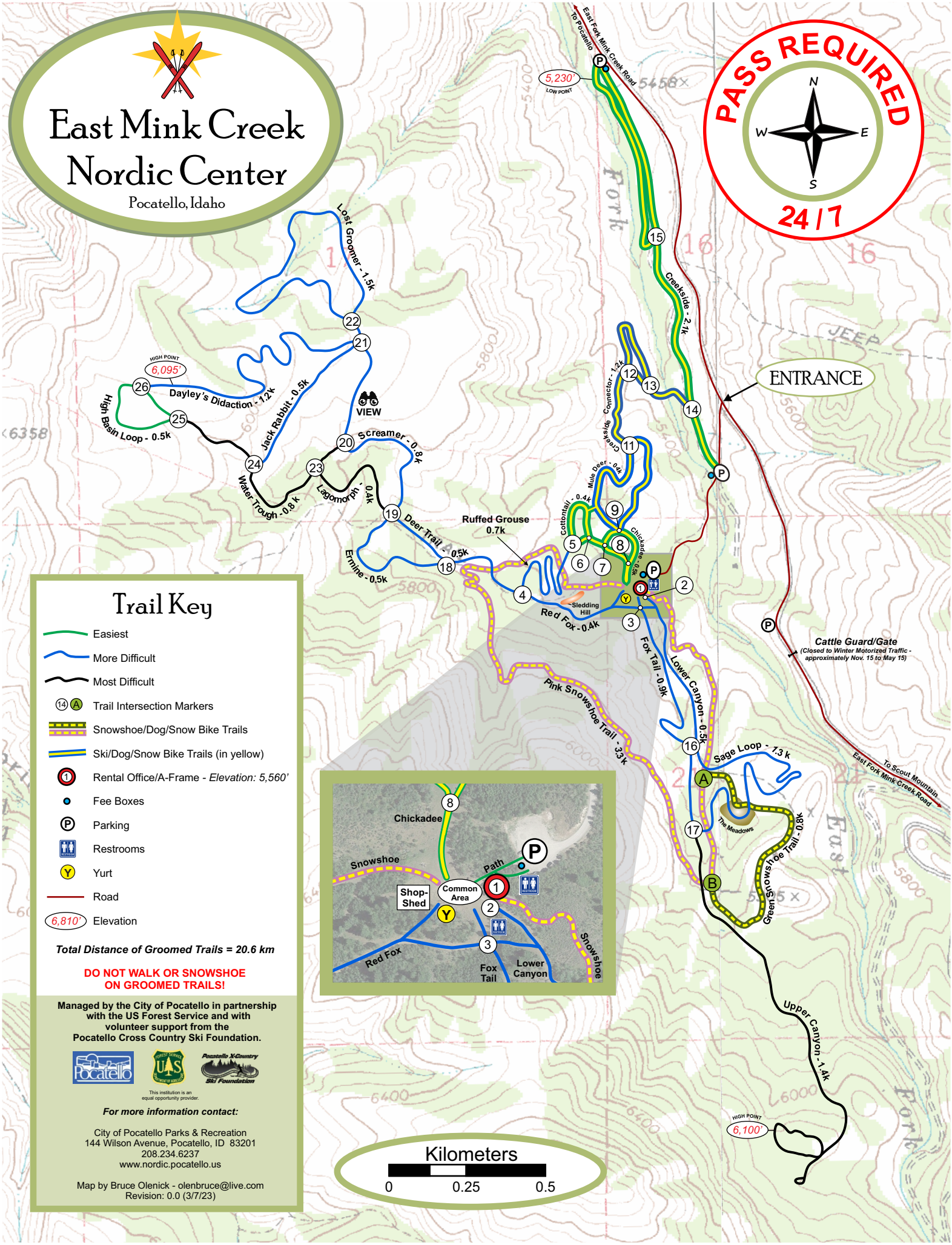
Managed by the City of Pocatello in partnership with the US Forest Service and with volunteer support from the Pocatello Cross Country Ski Foundation.

This institution is an equal opportunity provider.

For more information contact:

City of Pocatello Parks & Recreation
144 Wilson Avenue, Pocatello, ID 83201
208.234.6237
www.nordic.pocatello.us

Map by Bruce Olenick - olenbruce@live.com
Revision: 0.0 (3/7/23)


East Mink Creek Nordic Center
Pocatello, Idaho
PASS REQUIRED
24 / 7
N
W
E
S
To Pocatello
East Fork Mink Creek Road
5,230'
LOW POINT
ENTRANCE
Creekside - 2.1k
Creekside Connector - 1.2k
Lost Groomer - 1.5k
HIGH POINT
6,095'
Dayley's Didaction - 1.2k
Jack Rabbit - 0.5k
High Basin Loop - 0.5k
VIEW
Screamer - 0.8k
Lagomorph - 0.4k
Water Trough - 0.8 k
Deer Trail - 0.5k
Ermine - 0.5k
Ruffed Grouse
0.7k
Mule Deer - 0.4k
Cottontail - 0.4k
Chickadee - 0.9k
Sledding Hill
Red Fox - 0.4k
Fox Tail - 0.9k
Lower Canyon - 0.5k
Pink Snowshoe Trail - 3.3k
Sage Loop - 1.3 k
The Meadows
Green Snowshoe Trail - 0.8k
Upper Canyon - 1.4k
HIGH POINT
6,100'
Cattle Guard/Gate
(Closed to Winter Motorized Traffic - approximately Nov. 15 to May 15)
To Scout Mountain
East Fork Mink Creek Road
Chickadee
Snowshoe
Path
Shop-Shed
Common Area
Red Fox
Fox Tail
Lower Canyon
Snowshoe
Trail Key
Easiest
More Difficult
Most Difficult
Trail Intersection Markers
Snowshoe/Dog/Snow Bike Trails
Ski/Dog/Snow Bike Trails (in yellow)
Rental Office/A-Frame - Elevation: 5,560'
Fee Boxes
Parking
Restrooms
Yurt
Road
6,810'
Elevation
Total Distance of Groomed Trails = 20.6 km
DO NOT WALK OR SNOWSHOE ON GROOMED TRAILS!
Managed by the City of Pocatello in partnership with the US Forest Service and with volunteer support from the Pocatello Cross Country Ski Foundation.
Pocatello
Pocatello X-Country Ski Foundation
This institution is an equal opportunity provider.
For more information contact:
City of Pocatello Parks & Recreation
144 Wilson Avenue, Pocatello, ID 83201
208.234.6237
www.nordic.pocatello.us
Map by Bruce Olenick - olenbruce@live.com
Revision: 0.0 (3/7/23)
Kilometers
0
0.25
0.5

Agenda Item #11

EXECUTIVE SUMMARY

Date: April 3, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

Re: Use Agreement – Mason Holladay, SEI Volleyball LLC

It is my recommendation that the City of Pocatello enter into a use agreement with Mason Holladay, SEI Volleyball LLC, 705 Alpine Avenue, Chubbuck, Idaho for use of the greenspace north of the baseball fields located at Hawthorne Park. The proposed agreement designates Mr. Holladay to mark and schedule courts on Saturdays from approximately 8am to 6pm for adult volleyball tournaments. The number of courts marked will be determined by tournament demand.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to enter into an agreement with Mason Holladay, SEI Volleyball LLC to schedule, prepare, and use the green space at Hawthorne Park.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: March 21, 2025

RE: Use Agreement

I have reviewed the use agreement with SEI Volleyball. I have no legal concerns with the Council approving the use agreement and authorizing the Mayor to sign the use agreement.

Please let me know if you have any questions or concerns.

USE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and SEI Volleyball LLC, hereinafter referred to as the USER.

WHEREAS**,** the City, in its park system, owns various fields for sporting events throughout the City; and

WHEREAS, the USER conducts an adult, high school, and youth volleyball program and wishes to use Hawthorne Park greenspace to play weekend tournaments; and

WHEREAS, the City wishes to support the USER in providing these worthwhile adult recreation events; and

WHEREAS, it is the parties' desire to enter into an agreement, which sets forth their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The City shall allow the USER to use the Hawthorne Park greenspace for weekend tournament. Practices for the USER will be available on other City parks on a first-come first use basis with other park users and will not be reserved for their exclusive use.

2. Term. The term of this Agreement shall be May 1, 2025 through September 30, 2025. The City shall reserve the greenspace for USER during the times scheduled for tournaments. Access to the fields will be allowed during regular park hours during the term of this Agreement.

3. Compensation to City. The USER agrees to pay the City fifty dollars ($50.00) per day for any scheduled events. USER shall provide the City with schedules of all game activities for purposes of billing by May 1, 2025.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City and City ordinances. These charges will be billed directly to the USER by the service provider or the City. The City shall maintain and care for the grass/lawn areas within the facilities. The City agrees to maintain the irrigation, plumbing, and lighting. The USER must maintain the playing fields in acceptable condition and provide its nets, field marking, and field marking equipment. The USER will be required to remove the volleyball nets immediately after any scheduled tournament(s), unless other arrangements are made with the Parks and Recreation Director. In the event the City determines that any scheduled game(s) could cause significant damage to the turf quality of the Park or be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled game(s).

The USER agrees that upon completion of any scheduled game(s), the USER shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the USER's use, ordinary wear and tear excepted. The USER shall monitor parking at the event and shall prohibit participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking areas. All garbage cans will be dumped into large dumpsters, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following the tournament. The USER agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the USER. The USER is responsible for securing the facilities after use, including but not limited to, locking doors and gates, turning off lights (if applicable), ensuring parking areas have been secured and patrons, players, and spectators have left the premises.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations as defined by the City's ordinances and the Facilities User Policy regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification. The USER shall have the responsibility for the safety of persons and property during its occupancy and use of the premises. The USER agrees to indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, its officers, employees, agents, and successors, from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City and or the USER, their officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER.

7. Insurance. In order to effectuate the foregoing indemnification provisions, USER shall maintain insurance coverage as follows:

A. USER shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by USER's insurance carrier as a covered entity under the terms of said policy. Moreover, USER is required to put its surety on notice, that said surety may not change or cancel the

existing insurance policy with USER without first giving the City of Pocatello, at least thirty (30) days written notice.

B. If applicable, the USER shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in USER's operation of the business or which might be present on the premises.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." USER's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

8. Assignment. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the USER without written consent of the City.

9. Termination. If, in the judgment of the Parks & Recreation Director, the USER breaches or is in default of any terms of this Agreement, the City shall give the USER written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the USER fails or refuses to remedy such unsatisfactory performance or default immediately, the City may terminate this Agreement. The

parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

10. Cost of Litigation.

A. If legal action is required by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, all parties involved agree to a mediation or arbitration before any legal action can be commenced.

B. If suit, legal action, mediation, or arbitration is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be $150.00 per hour, unless differently defined through mediation or arbitration. This provision shall survive any termination of this Agreement.

11. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

12. Destruction of the Premises. In the event the structures and facilities located on the premises, as defined in this Agreement, are destroyed or rendered unusable due to outside forces beyond the control of either party, including but not limited to, natural disasters (e.g. earthquakes, floods, hurricanes,), acts of war, terrorism, vandalism, or other unforeseen

circumstances ("Destructive Events"), this Agreement shall automatically terminate without any liability for either party.

A. Notification. Upon the occurrence of a Destructive Event, the party that is aware of the destruction must notify the other party in writing within five (5) business days of the event.

B. Inspection and Assessment. Following such notification, both parties shall have the right to jointly inspect the premises to assess the extent of the damage. Such inspection should occur within ten (10) business days of the notification.

C. Termination Process. Upon confirmation that the premises have been destroyed or rendered unusable, this Agreement shall be deemed terminated as of the date of the Destructive Event. Both parties shall be released from any further obligations under this Agreement, except for obligations arising from events occurring prior to the termination.

D. Liability Waiver. Neither party shall be held liable for any damages or loss of income resulting from the termination of this Agreement due to a Destructive Event.

E. Final Settlement. Within thirty (30) days of termination, both parties shall settle any outstanding obligations or claims arising out of this Agreement up to the date of termination.

13. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of the Agreement shall be made in a court of competent jurisdiction against the interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

15. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions hereof shall remain in full force and effect.

16. Jurisdiction and Venue. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

17. Notice. That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: Parks & Recreation Director
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

USER: Mason Holladay
SEI Volleyball LLC
705 Alpine Avenue
Chubbuck, ID 83202
Email: masonion99@gmail.com
Phone: 208.242.6199

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first above written.

CITY OF POCATELLO, a
municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

USER:

_____
MASON HOLLADAY
d/b/a SEI Volleyball LLC

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Mason Holladay, d/b/a SEI Volleyball LLC, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same.

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

CITY OF POCATELLO

Engineering Department

MEMORANDUM

To: Mayor Brian Blad & Pocatello City Councilmembers

From: Skyler Allen, P.E., Senior Engineer

CC: Levi Adams, WPC Superintendent
Jeffrey Mansfield, P.E., Public Works Director
Becky Babb, PMP, Planning Manager
Christine Howe, Grant Administrator

Date: March 11, 2025

Re: Indian Hills Lift Station Force Main – S. Valley Bridge Casings

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BACKGROUND

The City of Pocatello's Indian Hills Lift Station currently discharges through an 11,000 linear foot, 6-inch diameter force main. The City has observed several leaks in the force main, which is located in the levee of the Portneuf River. The City would like to replace the damaged pipe. The City's engineering consultant (Consor) provided an alternatives analysis that reviewed six alternatives that rerouted the force main outside of the levee. The preferred alignment reroutes the force main Northeast across the Portneuf River and along North 2nd Avenue. This alignment is not anticipated to require easement acquisitions from private landowners; however, utility crossing applications are anticipated to be required to cross the Oregon Short Line Railroad (Union Pacific Railroad) and the Portneuf River. This alignment utilizes the South Valley Bridge to accomplish the river and railroad crossing. The new force main has been split into two engineering task orders due to budget drivers and will be performed as phases to this project. This first project is for casing pipe across the South Valley Bridge. A second future scope of work will include the new force main.

The bridge crossing pipe casing component of the Indian Hills LS pressure line was included in the scope of the EPA Community Change Grant, which the City was awarded in 2023. The scope also included a casing for a future waterline to interconnect S. 5th Ave with Bannock Highway, which the Water department plans to construct in the near future.

The City has contracted with Consor for On-Call engineering services for the wastewater collection system (awarded under their prior name 'Murraysmith' in February, 2022). Consor has performed water system engineering work for the City in the past and have been deemed qualified by City staff to provide design for the water and wastewater line casings. The EPA has

given approval to award this portion of the grant funded project design under the City's prior procurement of On-Call engineering services.

The Consultant's proposed fee for this scope of work is $199,928.00, which is within the budget allocated for this task under the EPA Community Change Grant. The contract will be issued as Task Order #5 of the Wastewater Collection System On-Call Services Agreement to include design, construction plans, permitting, bidding, and construction phase engineering services for one 24-inch diameter steel casing (wastewater) and one 16-inch diameter steel casing (water) both of which will attach to the South Valley Bridge, crossing the Portneuf River and UPRR rail corridor.

RECOMMENDATION

It is the recommendation of the City of Pocatello Engineering, WPC, and Planning Departments that the City of Pocatello issue Task Order #5 to Consor in the amount of **$199,928.00** for engineering design and construction services for the South Valley Bridge Casings project.

To:	City Council and Mayor
From:	Matt Kerbs, Deputy City Attorney MK
Date:	March 21, 2025
Re:	Indian Hills Lift Station Force Main – South Valley Bridge Casing for Wastewater Engineering – Task Order 5

I have reviewed the above referenced Agreement and have no legal concerns with Council authorizing the Mayor to sign the Professional Services Term Agreement, Task Order 5, with Consor North America Inc.

TASK ORDER #5
Indian Hills Lift Station Force Main - South Valley Bridge Casing
Scope of Work

CITY OF POCATELLO

TASK ORDER NO. _5__ FOR PROJECT NO. WPC-013 AND/OR PROJECT NAME INDIAN HILLS LIFT STATION FORCE MAIN - SOUTH VALLEY BRIDGE CASING FOR WASTEWATER ENGINEERING PROFESSIONAL SERVICES TERM AGREEMENT FOR CITY OF POCATELLO

Consultant Project No._____

THIS TASK ORDER is entered into this ____day of _____ 2025, between The City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City", and Consor North America Inc., hereinafter referred to as the "Consultant", and is subject to the provisions of the Wastewater Engineering Professional Services Term Agreement, hereinafter referred to as the Agreement.

WITNESSETH:

WHEREAS, the City intends to construct replacement of a portion of a wastewater discharge force main hereinafter referred to as the Project.

NOW, THEREFORE, the City and Consultant in consideration of their mutual covenants herein agree in respect as set forth below.

City's Responsibilities:

The City will provide to Consultant the following described information and/or services: reviews of Consultant deliverables.

Consultant's Scope of Work:
The Consultant team, collectively referred to as the Consultant in this scope, was selected by the City of Pocatello to provide engineering services for the Indian Hills Lift Station Force Main South Valley Bridge Casing Project. The Consultant will serve as the prime consultant on this project and will maintain overall responsibility for the management of the project and quality of deliverables. Any subconsultants will perform specific tasks, as noted in the following scope of work.

Background
Indian Hills LS currently discharges through an 11,000 linear foot, 6-inch diameter force main. The City has observed several leaks in the force main, which is located in the levee of the Portneuf River. The City would like to replace the damaged pipe. Consultant previously provided an alternatives analysis that reviewed six alternatives that rerouted the force main outside of the levee. The preferred alignment reroutes the force main Northeast across the Portneuf River and along North 2nd Avenue. This alignment is not anticipated to require easement acquisitions from private landowners; however, utility crossing applications are anticipated to be required to cross the Oregon Short Line Railroad (Union Pacific Railroad), the Portneuf River, and a parcel of Bannock County. The new force main has been split into two engineering task orders due to budget drivers and will be performed as phases to this project. This first project is for casing pipe across the bridge. A second future scope of work will include the new force main.

This scope of services is for the design of two steel casing pipes across the South Valley Bridge which will include crossing provisions for one waterline and the one force main sewer, neither included in this project. The South Valley Bridge crosses the Oregon Short Line Railroad (Union Pacific Railroad) and the Portneuf River.

Task 1 – Project Management

Task 1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

Task 1.2 Coordination with the Owner and Management of Staff

Consultant will maintain communication with the City through meetings via voice and email communication. At a minimum, Consultant PM will virtually meet with the City every 2 weeks.

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate..

Task 1.3 Kick-Off Meeting

Consultant will attend a virtual kick-off workshop with the City to introduce project staff; review communication protocol, scope, schedule and budget; and review project details.

Task 1 Deliverables

1. Notes from the kick-off meeting in PDF format.
2. Consultant shall deliver to the City a monthly invoice and status report covering:
    a. Work on the project performed during the previous month.
    b. Meetings attended.
    c. Problems encountered and actions taken for their resolution.
    d. Potential impacts to submittal dates, budget shortfalls or optional services.

Task 1 Assumptions

1. Consultant assumes a Notice to Proceed date by April 2025.
2. Project duration will be 19 months; therefore, it is assumed that there will be up to 19 progress payments/status reports.

Task 2 – Design

Work under this task includes preparing Plans, Specifications, and Estimate package for the proposed improvements to South Valley Bridge, Bridge No. 07508. The objective of this task is to design the hanger/attachment systems for one steel casing pipe (24-inch diameter) for the future sewer force main (10-inch diameter) and for one steel casing pipe (16-inch diameter) for a future waterline (12-inch diameter).

Construction plans will be in accordance with City standards, policies, and procedures. Special provisions will be based on the 2023 version of the *Standard Specifications for Highway Construction* and the 2024 supplementals published by the Idaho Transportation Department. An engineer's estimate of probable construction costs and a construction schedule will be developed and included at each design submittal stage. The design of the attachments to the existing bridge will be done in accordance with AASHTO LRFD Bridge Specifications, 9th Edition and Idaho Transportation Department LRFD Bridge Design Manual (BDM).

Task 2.1 Collect and Review Existing Data

Consultant will review data provided by the City that is assumed to include:

- Record drawings of:
    - South Bridge record drawings

    - City owned utilities in the project area
- Updated GIS shapefiles (utility linework, aerial photography, parcels, etc.)

Task 2.2 South Valley Bridge Crossing 60% Design

Consultant will develop 60% Design documents to the 60% design stage. These documents will consist of plans, a list of technical special provisions, a bid item list, and an opinion of probable construction cost. Consor will prepare one design option for the waterline hanger system and one design option for the Force Main hanger/attachment system. The Sewer force main casing connection will be to the exterior girder along the north side of the bridge. The 60% design drawings will include the final location and size of major components, future force main and future water line layout on the bridge and connection to the existing bridge details.. The following plan sheets are anticipated within the 60% set.

The Consultant will develop a 60% Design Package including:

- General Sheets
- Bridge Plan & Elevation (1 sheet)
- Abutment 1 Details (1 sheet) for Casing of future water line
- Abutment 2 Details (1 sheet) for Casing of future water line
- Utility Hanger & Connection Details (2 sheets)
- Plan Sheets:
    - Erosion Control Plan
    - Traffic Control Plan
- Notes and Details Specific to the Project.
- Outline of Front-End and Technical Specifications.
- Bid Schedule.
- Opinion of Probable Cost for Work.
- Reassessment of design schedule.

Task 2.3 South Valley Bridge Crossing 95% Design

Consultant will address the City's review comments on the 60% plans, list of technical special provisions, and engineer's estimate as appropriate, and develop design documents to the 95% design stage. These documents will consist of plans, front end contract specifications, edited technical special provisions, a bid item list, an opinion of probable construction cost, and an anticipated construction working day schedule. The 95% design drawings will include the final location and size of major components, and casing for the future sewer force main and water line layout on the bridge and casing connection details.. As part of this subtask, an engineer will conduct an independent design check of the hanger/attachment details for the sewer force main and the casing for the future water line.

The Consultant will develop a 95% Design Package including:

- General Sheets
- Bridge Plan & Elevation (1 sheet)
- Abutment 1 Details (1 sheet)
- Abutment 2 Details (1 sheet)
- Utility Hanger & Connection Details (2 sheets)
- Plan Sheets:
    - Erosion Control Plan.
    - Traffic Control Plan.
- Notes and Details Specific to the Project.
- Front-End Specifications.
- Technical Specifications.
- Bid Schedule.

- Opinion of Probable Cost for Work.

The 95% Design Package will be submitted to the City for Review. The Consultant will attend a 95% Design Workshop with the City to review any comments on the 95% Design Package.

Tasks 2.1 through 2.3 Deliverables

1. PDF of the 60% Design Package
2. 60% Design Workship summary of notes in PDF format
3. PDF of the 95% Design Package
4. 95% Design Workship summary of notes in PDF format

Task 2.1 through 2.3 Assumptions

1. Available County and City GIS databases will be used to research land ownership. Title searches are outside the scope of work.
2. Force main casing will be mounted to the exterior of the north girder. Waterline casing will connect to existing end call casing thimble.
3. Consultant will not prepare a load rating report to account for the additional loads for the future sewer force main and the future water lines and their casings.
4. The waterline location through the abutment shown on the Final Structural Plans is assumed correct. The contractor shall field-verify the location
5. Public meetings are not required.
6. Due to schedule requirements, Consultant will proceed with final design (up to the 60% design) in parallel with the UPRR and USACE permits per Task 2.4.
7. Easements through private property do not need to be acquired. See Task 2.4 - Permitting for coordination of permits through UPRR.
8. Front end specifications will be per the 2013 EJCDC (current City standard).

Task 2.4 – Permitting

The Consultant will submit drawings and related application forms to the following agencies for review and permitting:

Subtask 2.4.1 Union Pacific Railroad (UPRR)

The Overhead Pipeline of the South Valley Bridge will follow the requirements for a Crossing Application for Overhead Pipeline and the manual of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering Part 5.4 Guidelines for Overhead Pipelines Crossings. No encroachment crossing is needed. Consultant will submit plans and related application forms to the following agencies for review and permitting.

Subtask 2.4.2 US Army Corps of Engineers (USACE)

Formal 408 Permitting for the new crossing is not required for the elevated pipeline because minimum overhead clearance will be maintained, and the casings will be vertically within the existing bridge. However, coordination with USACE per EM 1110-2-2902 Appendix H is required. This coordination will include information on pipe material, diameter, plan view, cross sections, casing and annular space details, working pressure, testing pressure, and structural calculations.

Subtask 2.4.3 Idaho Department of Water Resources

Idaho Department of Water Resources (IDWR) Aerial Crossing Permits review for meeting the requirements of Idaho Administrative Procedures Act and requirements for casing to prevent leaks.

Subtask 2.4.4 City of Pocatello Floodplain Development Permit

Floodplain Development Permit with City for portion of force main that crosses the Portneuf River and associated flood plain.

Task 2.4 Deliverables

1. Crossing Application to UPRR/Oregon Short Line RR.
2. Design information package to USACE.
3. IDWR Aerial Crossing Permit.
4. ITD Right-of-Way Application.
5. Floodplain Development Permit Application to City.

Task 2.4 Assumptions:

1. Project is in City Limits and no Bannock County permitting is needed.
2. All necessary permitting fees will be paid directly by the City.
3. One round of comments from each review agency will be addressed.
4. Contractor will be responsible for obtaining erosion control permit and Stormwater Pollution Prevention Plan for construction.

Task 3 Construction Management

Task 3.1 South Valley Bridge Crossing Bid Document Submittal

A senior engineer will conduct a review and constructability review of the 95% Design package. Comments from internal review and the City's comments on the 95% Design package will be incorporated as appropriate. A Final Design package will be submitted to the City. Each sheet will be electronically stamped and signed by the Engineer in Responsible Charge of the elements contained on the specific sheet. The package will consist of plans, technical special provisions, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Additionally, Consultant will complete the following:

- Prepare final special provisions for nonstandard items shown on the plans.
- Compute quantities and prepare an engineer’s estimate of construction costs with an estimate range of +/- 5%.
- Submit Stamped and Signed Final Plans, Specifications, and Estimate.
- Submit Final Construction Schedule.
- Submit Final load rating report.

Task 3.1 Deliverables

1. Final Plans (1 electronic PDF copy)
2. Final Technical Special Provisions (1 electronic Word copy)
3. Final Engineer's Opinion of Probable Construction Cost (1 electronic Excel copy)
4. Final Construction Schedule (electronic PDF copy).

Task 3.1 Assumptions:

1. The contractor shall field-verify all elevations and dimensions shown on plan sheets.
2. This work is confined to the South Valley Bridge and will not extend beyond the limits of the bridge

Task 3.2 – Construction Bid Phase Support

The Consultant will provide support to the City during advertisement of the project to bidders. The City will administer the bid. Bid phase support will include:

- Assisting the City with the advertising the Contract Documents.
- Attend one Pre-Bid Meeting virtually by two staff members.
- Drafting up to one addendum based on questions by bidders.

Task 3.2 Deliverables

1. One addendum packages

Task 3.2 Assumptions:

1. City will administer the bid.
2. City will maintain plan holders list.
3. City will receive questions directly from bidders.
4. City will collect and open bids publicly at City Hall.
5. Advertisement of project to bidders will be 30 days or less.
6. City to directly award the project based on bid results. No recommendation of award will be provided by the Consultant.

Task 3.3 – Engineering Services During Construction

The Consultant will provide engineering services throughout the duration of the construction Contract Time stated in the Agreement between Owner (City) and Contractor.

Subtask 3.3.1 Pre-Construction Conference

Virtually attend the City led Pre–Construction Meeting prior to commencement of work at the site. Hours in this subtask are for attendance by the Consultant project manager and bridge design lead. City will send meeting notes after meeting.

Subtask 3.3.2 Construction Meetings, Visits to Site, and Observation of Construction

City will lead construction meetings, conduct site visits and observations of construction to maintain and observe the progress and quality of Contractor's executed work. Consultant project manager and bridge design lead shall attend virtually up to six (6) weekly construction meetings at intervals appropriate to the various stages of construction, as Consultant deems necessary. City will send meeting notes after meetings.

Subtask 3.3.3 Clarifications and Interpretations

Provide technical review of clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. City will collect questions that come from the Contractor and issue the final RFI to the contractor.

Subtask 3.3.4 Change Orders and Change Proposal Requests

Provide technical review of issues that result in Change Orders and Change Proposal Requests. City will collect, initially review and process Change Orders and Change Proposal Requests.

Subtask 3.3.5 Submittal Review

Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and

compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and action taken will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted and as identified in the Contract Documents. Consultant shall review up to 10 submittals with up to four hours review time per submittal, with an additional 4 submittals requiring re–submittal with review up to two hours' time each.

Subtask 3.3.6 Inspections and Tests

Quality control (QC) testing of site earthwork, pipe installation, backfill, and asphalt paving, will be provided by the Contractor. This scope of work includes review of the required QC testing performed by the Contractor, but it does not include additional quality assurance (QA) testing. City shall coordinate special inspections in accordance with the design requirements as may be required by the Contract Documents. City will pay for special inspections through special inspections services. Consultant will review QC testing and final report of special inspections, test results and construction observations upon completion of the Project.

Subtask 3.3.7 Record Drawings

Consultant shall prepare record drawings based on information provided by Contractor and the City. Consultant shall also provide the completed record drawings in digital format on flash drive in both AutoCAD and PDF format. Budget is based on the quality, clarity, and extent of record drawing information from others require no more than 3 hours per sheet for modifications.

Task 3.3 Deliverables

1. Task deliverables are described within each individual task.

Task 3.3 Assumptions:

1. Construction Contractor's Contract Time will be 3 months from Notice to Proceed (NTP) to Substantial Completion (SC).
2. The City will be liaison to the public and perform public involvement.
3. Contractor will provide all Quality control (QC) testing which will be reviewed by the city.
4. City shall coordinate special inspections in accordance with the design requirements as may be required by the Contract Documents. City will pay for special inspections through special inspections services.
5. Consultant is not responsible for construction staking.
6. City will provide determination of Substantial Completion and Final Notice of Acceptability of the Work.

Schedule of Services to be Performed:

The following is a tentative schedule for the project and will be revised as required throughout the course of the

project:

Task Number	Start	End
Task 1 – Project Management	April 2025	October 2026
Task 2 – Design	April 2025	December 2025
Task 3 – Engineering Services During Construction	December 2025	October 2026
Project Total	**April 2025**	**October 2026**

Basis of Fee and Billing Schedule:

The City will pay Consultant for its services and reimbursable expenses as follows:

The work provided in this Task Order will be billed on a time and materials basis. The overall budget estimate breakdown for this work is outlined in Table 1. Billing rates will be reviewed with the City and updated at the beginning of each calendar year. The overall project budget has been developed using 2025 rates. Consultant will manage the work identified in this Task Order to the aggregate budget amount (Project Total) which shall not be exceeded without prior written authorization from the City. When any budget has been increased or follow–on work contracted, Consultant's excess costs expended prior to such an increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

Table 1 – Total Project Fee

Task Number	Total Cost
Task 1 – Project Management	$14,636
Task 2 – Design	$111,773
Task 3 – Engineering Services During Construction	$71,518
Project Total	**$199,928**

Additional Remarks:
None

IN WITNESS WHEREOF, the parties hereto have executed this Task Order No. _5_ as of the day and year first above written.

CITY
City of Pocatello, a municipal corporation

APPROVED BY:

Brian Blad Date
Mayor

APPROVED BY:

Jeffrey L. Mansfield, P.E. Date
Public Works Director/City Engineer

Consultant
Consor North America, Inc.

Signature

Dennis Galinato, P.E. Date
Principal Engineer

CONTRACT AMOUNT: $199,928

TASK ORDER NO. 5

INDIAN HILLS LIFT STATION FORCE MAIN SOUTH VALLEY BRIDGE CASING
CITY OF POCATELLO
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)														
Staff Name	Principal Engineer IV $312 GalinatoDen	Professional Engineer III $190 WeimerEri	Engineering Designer I $161 TroxelMat	Principal Engineer III $292 MorganDac	Professional Engineer VII $232 Khalaf AllaOma	Professional Engineer III $190 Yugar AriasSer	Technician IV $189 SmithAnt	Administrative III $134 ThorsonKat	Professional Engineer VI $222 HughesCar	Hours	Labor	Expenses	CADD Units $18/hr	GIS Units $10/hr	Total
	PIC	PM	Staff Engineer	Structural Review	Structural PM	Structural Staff Eng	Structural CAD	Admin							
Task 1 - Project Management															
Task 1.1 - Invoices/Status Reports	8	20								28	$ 6,453	$ -	$ -	$ -	$ 6,453
Task 1.2 - Coordination with the Owner and Management of Staff	8	20								28	$ 6,453	$ -	$ -	$ -	$ 6,453
Task 1.3 - Kick-Off Meeting		4			4					8	$ 1,730	$ -	$ -	$ -	$ 1,731
Task 1.4 -										0	$ -	$ -	$ -	$ -	$ -
Task 1 Subtotal	**16**	**44**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**64**	**$ 14,637**	**$ -**	**$ -**	**$ -**	**$ 14,637**
Task 2 - Design															
Task 2.1 - Collect and Review Existing Data		1			4	4				9	$ 1,925	$ -	$ -	$ -	$ 1,925
Task 2.2 - South Valley Bridge Crossing 60% Design		4		4	32	60	120	8		228	$ 45,617	$ -	$ 2,160	$ -	$ 47,777
Task 2.3 - South Valley Bridge Crossing 95% Design		4		4	24	32	80	4	32	180	$ 37,244	$ -	$ 1,440	$ -	$ 38,684
Task 2.4.1 Permitting - Union Pacific Railroad	1	16	40							57	$ 10,037	$ -	$ -	$ -	$ 10,037
Task 2.4.2 Permitting - US Army Corps of Engineers (USACE)	1	24	24							49	$ 8,954	$ -	$ -	$ -	$ 8,954
Task 2.4.3 Permitting - Idaho Department of Water Resources	1	8	8							17	$ 3,198	$ -	$ -	$ -	$ 3,198
Task 2.4.5 Permitting - City of Pocatello Floodplain Development Permit	1	8	8							17	$ 3,198	$ -	$ -	$ -	$ 3,198
Task 2 Subtotal	**4**	**65**	**80**	**8**	**60**	**96**	**200**	**12**	**32**	**557**	**$ 110,173**	**$ -**	**$ 3,600**	**$ -**	**$ 113,773**
Task 3 - Construction Management															
Task 3.1 - South Valley Bridge Crossing Bid Document Submittal	1	8		12	12	16	40	4		93	$ 19,737	$ -	$ -	$ -	$ 19,737
Task 3.2 - Construction Bid Phase Support	1	24	8	2	8	8				51	$ 10,373	$ -	$ -	$ -	$ 10,373
Task 3.3 - Engineering Services During Construction	2	24	48	4	40	40	40			198	$ 39,483	$ 1,205	$ 720	$ -	$ 41,408
Task 3 Subtotal	**4**	**56**	**56**	**18**	**60**	**64**	**80**	**4**	**0**	**342**	**$ 69,593**	**$ 1,205**	**$ 720**	**$ -**	**$ 71,518**
TOTAL - ALL TASKS	***24***	***165***	***136***	***26***	***124***	***160***	***280***	***16***	***32***	***963***	***$ 194,404***	***$ 1,205***	***$ 4,320***	***$ -***	***$ 199,928***

AGENDA ITEM NO. _____

TO: Mayor Blad and City Council Members
FROM: Merril Quayle, P.E., Public Works Development Engineer
Anne Butler, Parks and Recreation Director

DATE: Meeting Date – April 3, 2025
SUBJECT: Monte Vista to Pocatello Creek Road Pathway Project Bid Acceptance

REQUEST

Staff requests City Council to accept the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between RS Jobber Inc. and the City of Pocatello for the Monte Vista to Pocatello Creek Road Pathway Project subject to legal review.

BACKGROUND

The City was awarded a Transportation Alternatives Program grant (TAP) for the Monte Vista to Pocatello Creek Road Pathway Project. The project is ready to proceed to the construction phase. The match requirements for this TAP Grant is 7.34% for the programed cost. There is no fiscal impact to the City for construction. Funding for the local match was received from local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation), along with the TAP grant funding.

The City solicited bids for the Monte Vista to Pocatello Creek Road Pathway Project on February 14, 2025 and held a pre-bid conference on February 21, 2025. Bids were opened for the project on March 5, 2025, with the following result:

Sunroc Corporation	$2,370,277.00
RS Jobber Inc.	$1,466,663.00
Mickelsen Corporation	$1,848,925.20
Summit Construction LLC	$2,924,718,91
Engineer Estimate	$1,899,009.73.

RS Jobber Inc is the apparent low bidder. The bid is awarded based on the unit pricing provided for a total contract amount $1,466,663.00.

STAFF RECOMMENDATION

Staff recommends that City Council accept the lowest responsive bid, award the project, and authorize the Mayor to execute the Contract Agreement between RS Jobber Inc. and the City of Pocatello for the Monte Vista to Pocatello Creek Road Pathway Project, subject to Legal Department review.

Funds for the project were awarded by a TAP grant. The full match for the grant is being covered by local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation).

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: March 21, 2025

Re: Bid Award for Monte Vista to Pocatello Creek Road Pathway Project

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I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid for the project to RS Jobber Inc., and authorizing the Mayor to sign any documents effectuating the award. The bid process complied with the requirements of Idaho Code §67-2805.

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PROJECT MANUAL

FOR

PORTNEUF GREENWAY MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

KEY NO. 23697

PROFESSIONAL ENGINEER
LICENSED
DocuSigned by:
Piper A. Gutridge
4C17FC2457CD491...
21932
3/4/2025
STATE OF IDAHO
PIPER A. GUTRIDGE

PREPARED BY:

KELLER ASSOCIATES

305 N 3rd AVENUE, SUITE A
POCATELLO, IDAHO 83201
208.238.2146

PREPARED FOR:

Pocatello

911 N 7th AVENUE
POCATELLO, IDAHO 83201
208.234.6163

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ADVERTISEMENT FOR BIDS

The City of Pocatello (Owner) is requesting Bids for the construction of the following Project:

Monte Vista to Pocatello Creek Road Pathway

Bids for the construction of the Project will be received at the **Pocatello City Hall** located at **911 N 7th Avenue, Pocatello, ID 83201**, until Thursday, March 5th, 2025, at **3 pm** local time. At that time the Bids received will be publicly opened and read in the **Council Chambers** at City Hall.

The Project includes the following Work:

The City of Pocatello has secured funding for a project which includes the construction of a new pedestrian pathway from Monte Vista Drive to Pocatello Creek Road on the east side of I-15 in Pocatello, Idaho. Project elements include excavation, backfill, asphalt and concrete paving, retaining walls, storm drainage, and RRFB base installation.

Bids are requested for the following Contract: **Monte Vista to Pocatello Creek Road Pathway Project**. The Project has an expected duration of 90 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

https://pocatello.gov/Bids.aspx

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

City of Pocatello, Engineering Department, 911 N. 7th Ave, Pocatello, ID 83201

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 am to 5:00 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Pre-Bid Conference

A pre-bid conference for the project will be conducted in the City Council Chambers located at **911 N. 7th Avenue, Pocatello, ID 83201**, on Friday, February 21st, 2025, at **2:00 pm** local time. At that time, Prospective Bidders may ask clarifying questions and address any ambiguities in the bid document. After Friday, February 28th, 2025, at **12:00 noon** local time, no more questions will be received and no further addenda will be issued.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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Bids must be accompanied by Bid Security in the form of a bid bond, certified check, or cashier's check in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the City of Pocatello as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The City of Pocatello reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Pocatello. Section 3, minority – and women – owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6186.

This Advertisement is issued by:

Owner: City of Pocatello

Merril Quayle, PE Public Works Engineer

Konni R. Kendell, City Clerk

Dates Advertised: February 14, 2025 and February 28, 2025.

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

1. Electronic Documents that are available in native file format include:

a. CAD file basemaps created in Civil3D by Autodesk. Files include existing topography, alignment(s), design surface model, and drainage.

2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.

4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven days of Owner's request, Bidder must submit the following information:

A. Bidder's state or other contractor license number, if applicable.

B. Subcontractor and Supplier qualification information. Refer to Idaho Code Title 67, Chapter 23 regarding listing of subcontractors.

C. Other required information regarding qualifications.

3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Bidder's State of Idaho Public Works contractor license number.

B. Electrical subcontractor license number(s).

C. Contractor must have an Idaho Public Works Contractors License prior to signing the Contract pursuant to Idaho Code Title 54, Chapter 19.

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ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference for the project will be conducted in the City Council Chambers located at 911 N. 7th Avenue, Pocatello, ID 83201, on Friday, February 21st, 2025, at 2:00 pm local time. At that time, Prospective Bidders may ask clarifying questions and address any ambiguities in the bid document. After Friday, February 28th, 2025, at 12:00 noon local time, no more questions will be received and no further addenda will be issued.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. No reports are available of subsurface or existing physical conditions.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data. In accordance with Paragraph 5.05 of the General Conditions, the Contractor is responsible for verifying the actual location of all Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work.

5.03 *Other Site-related Documents*

A. No Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. It is the responsibility of the Bidder to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such

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other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. City of Pocatello, Engineering Department, 911 N 7th Avenue, Pocatello, ID 83201, 208.234.6225

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than four (4) days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within seven (7) days after Bid opening.

11.02 Per Idaho Code 67-2310, Bidder shall include in their bid the name(s), address(es), and Idaho Public Works Contractors License number(s) of the Subcontractors who will, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air conditioning work, and the electrical work under the general Contract. Failure to name Subcontractors as required by this section shall render any Bid unresponsive and void.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder’s name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 Refer to Idaho Code Sections 54-1904b, 54-1904b, and 54-1904d for relief from bids.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

18.06 The purchase of construction services shall be made pursuant Idaho Statute Title 67, Chapter 28. The acquisition of construction services must be subject to a competitive bidding process made from a qualified public works contractor submitting the lowest bid price complying the bidding procedures and meeting prequalification criteria, if any are provided in accordance with I.C. 67-2805, that are established in the bidding documents. For a Category A bid process, the political subdivision may only consider the amount bid, bidder compliance with the administrative requirements of the bidding process, and whether the bidder holds the requisite State of Idaho

Public Works Contractors License, and shall award the bid to the responsible bidder submitting the lowest responsive bid.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation. The date upon which the bonds are binding shall be the effective date of the Agreement.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—STATE OF IDAHO STATUTORY PROVISIONS

21.01 Additional State of Idaho Statutory provisions to be aware of:

A. Title 54, Chapter 19, *Public Works Contractors.*

1. Idaho Code Section 54-1920(2) regarding a public officer who lets a contract to an unlicensed firm may be held personally liable.

2. Idaho Code Section 54-1926 regarding the requirement for payment and performance bonds on all public works projects over $50,000.

3. Idaho Code Section 54-1928 regarding agencies and officials may be held liable for failure to obtain bonds.

B. Idaho Code Title 46, Chapter 10, *State Disaster Preparedness Act*, regarding emergency exceptions,

C. Idaho Code Section 67-2348, *Preference for Idaho Domiciled Contractors on Public Works,*

D. Idaho Code Section 67-2349, *Preference for Idaho Suppliers and Recycled Paper Products for Purchases.*

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Pocatello, 911 N 7th Ave, Pocatello, ID 83**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICE

3.01 *Unit Price Bids*

A. Bidder will perform the following work at the indicated unit prices:

BID SCHEDULE

Item No.	Description	Quantity	Units	Unit Price	Amount
107-019A	SURVEY MONUMENT PRESERVATION	5,000.00	CA	$ 1	$ 5000
201-005A	CLEARING AND GRUBBING	2.30	ACRE	$ 5750	$ 13225
203-002A	REMOVAL OF OBSTRUCTIONS	1.00	EA	$ 9200	$ 9200
203-006A	REMOVAL OF SIGN	2.00	EA	$ 288	$ 576
203-075A	REMOVAL OF FENCE	935.00	FT	$ 6	$ 5610
205-005A	EXCAVATION	10,405.00	CY	$ 33	$ 343365
205-060A	WATER FOR DUST ABATEMENT	300.00	MG	$ 115	$ 34500
212-011A	FIBER WATTLE	2,298.00	FT	$ 5.80	$ 13328.40
212-020A	SILT FENCE	249.00	FT	$ 4	$ 996
212-095A	INLET PROTECTION	1.00	EA	$ 410	$ 410
212-095B	INLET PROTECTION	1.00	EA	$ 525	$ 525
212-105A	WATER AND POLLUTION	5,000.00	CA	$ 1	$ 5000
303-022A	3/4" AGGREGATE TYPE B FOR BASE	2000.00	TON	$ 53	$ 106000
405-240A	MISCELLANEOUS PAVEMENT	16.00	SY	$ 100	$ 1600
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-2	430.00	TON	$ 201	$ 86430
602-025A	12" PIPE CULVERT	139.00	FT	$ 94	$ 13066
602-035A	18" PIPE CULVERT	205.00	FT	$ 112	$ 22960
605-455A	MANHOLE TYPE A	3.00	EA	$ 7141	$ 21423
605-520A	CATCH BASIN TYPE 3	5.00	EA	$ 3553	$ 17765
605-635A	ADJUST MANHOLE COVERS	1.00	EA	$ 890	$ 890
608-025A	12" APRON FOR PIPE	3.00	EA	$ 890	$ 2670
608-035A	18" APRON FOR PIPE	1.00	EA	$ 1188	$ 1188
610-035A	FENCE TYPE 4	2,020.00	FT	$ 47	$ 94940
610-035B	FENCE TYPE 4 B (4' HEIGHT)	458.00	FT	$ 45	$ 20610
614-015A	SIDEWALK	61.00	SY	$ 89	$ 5429
614-025A	CURB RAMP	30.00	SY	$ 225	$ 6750
621-005A	SEED BED PREPARATION	1.29	ACRE	$ 7475	$ 9642.75
621-010A	SEEDING	1.29	ACRE	$ 2300	$ 2967
621-015A	MULCHING	1.29	ACRE	$ 1150	$ 1483.50
621-025A	MULCH ANCHORING (TACKIFIER)	1.29	ACRE	$ 1150	$ 1483.50
621-035A	FERTILIZING	1.29	ACRE	$ 1150	$ 1483.50
624-005A	LOOSE RIPRAP	56.00	CY	$ 148	$ 8288
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	43.00	SF	$ 14	$ 602
626-035A	BARRICADE TYPE 2	3.00	EA	$ 52	$ 156
626-050A	DRUMS	31.00	EA	$ 42	$ 1302
626-100A	MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS	5,000.00	CA	$ 1	$ 5000

626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	86.00	HR	$ 75	$ 6450
630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS-PREFORMED THERMOPLASTIC	160.00	SF	$ 15	$ 2400
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE	78.00	SY	$ 16	$ 1248
675-005A	SURVEY	1.00	LS	$ 20700	$ 20700
675-010A	DIRECTED SURVEYING	10,000.00	CA	$ 1	$ 10000
S501-15A	RETAINING WALL GRAVITY CONCRETE BLOCK	8,037.50	SF	$ 60	$ 482250
S900-50A	CONTINGENCY AMOUNT MISCELLANEOUS WORK	5,000.00	CA	$ 1	$ 5000
S901-05A	SP BOLLARDS	3.00	EA	$ 1135	$ 3405
Z629-05A	MOBILIZATION	1.00	LS	$ 69345	$ 69345

TOTAL BID PRICE* = _____ **dollars** **$** _____

One Million Four Hundred Sixty Six Thousand Six Hundred Sixty Three. 1,466,663.00

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B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are soley for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	02/24/2025
2	02/28/2025
3	03/03/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing

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surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

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a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: RS Jobber Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Richard Jessop
(typed or printed)

Title: Secretary/Treasure
(typed or printed)

Date: 03/05/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Florencio Castorena
(typed or printed)

Title: PM
(typed or printed)

Date: 03/05/2025
(typed or printed)

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Address for giving notices:
427 N Main St Ste. F - Pocatello - ID 83204

Bidder's Contact:

Name: Richard Jessop
(typed or printed)

Title: Secretary/Treasure
(typed or printed)

Phone: 208-705-1220

Email: rich@rsjobber.com

Address:
427 N Main St Ste. F - Pocatello - ID 83204

Bidder's Contractor License No.: (if applicable) RCE-65746

ADDENDUM # 1

Date: February 24, 2025

City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project
Key Number 23697

Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.

NOTICE TO ALL PLAN HOLDERS:

Please make note of the following clarifications and revision to the bid documents:

Clarification:

1. This project does have prevailing wages (Davis Bacon)
2. Contractor MUST notify landowners when a schedule is devised.
3. There is a 5% Bid Bond requirement.
4. Last questions will be received no later than February 28, 2025 at 12:00pm local time.

Question 1: Would any power poles and/or guy wires be removed for the construction completion?

Answer 1: No power poles and/or guy wires will be removed from their current location. The plans had been prepared to retain and protect the poles and the survey monument perpetuation in the area.

Question 2: What would the access point for construction be?

Answer 2: Access to the construction site will be located in the central area, west of the new Pocatello water booster station. The property is owned by Mike Seibert, who has granted verbal permission for the use of this area for access and materials staging as necessary.

Question 3: There wasn't a Davis-Bacon wage schedule in the bid document. Would you provide one?

Answer 3: The Davis-Bacon Wage Schedule is included in this addendum.

Question 4: The bid documents states, "the work should be substantially completed in 90 days." However, there is another statement that dictates work must be completed within 44 working days. Could you please explain that?

Answer 4: The Work shall be Substantially Complete within 90 days of the impediment of traffic and must be completed within 44 working days once work has begun. All Work shall be completed by August 17, 2025.

Question 5: Will a complete NOI be required?

Answer 5: Filling a Notice of Intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Department of Environmental Quality (DEQ) Construction General Permit (CGP) shall be submitted in the project requires, if then a copy shall be submitted to the City.

Question 6: Will the retaining wall need an engineered design?

Answer 6: Per the Bid Document, the gravity block wall special provision does call for "Manufacturer to provide the gravity wall design for all walls taller than eight (8) feet tall (measured by the height of exposed wall face)." Please refer to **S501-15A – RETAINING WALL – B. Design.** That is located in 20 00 00 – 12 page of the Bid Document.

Question 7: On behalf of our customers who are contractors & suppliers, we request updated plan-holder, bid tabulation and contract award information AS IT IS AVAILABLE on the following solicitation.

Answer 7: The updated plan-holder's list is included in this addendum. As for the bid tabulation and contract award information, we currently do not possess these details. Such information will be acquired following the bid opening and the subsequent consulting award process.

Question 8: Is there an engineer's estimate or budget/range for this project? Also, may I get a list of the attendees to the pre-bid meeting that took place on 02/21/2025?

Answer 8: The engineer estimated cost for the Monte Vista to Pocatello Creek Road Pathway is between 1.5 to 2 million dollars.

The Pre-Bid Conference attendees list is included in this addendum.

PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

END OF ADDENDUM 1

CITY OF POCATELLO

Engineering Department

ADDENDUM # 2

Date: February 28, 2025

City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project
Key Number 23697

Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.

NOTICE TO ALL PLAN HOLDERS:

Please make note of the following clarifications and revision to the bid documents:

Question 1: Can you clarify the number of trees to be removed?

Answer 1: There are 15 trees 6-inch and larger to be removed. The shrubbery and clean up is incidental to the grubbing.

Question 2: Can the CAD file for this project be released before the bid opening?

Answer 2: No, the CAD file will not be released. It can be release to the successful bidder once the all the pertinent liability documents are signed.

Question 3: Please clarify any additional knowledge of the concrete sign base to be removed.

Answer 3: Per the plans document located on **sheet C-104**, there is a callout to remove a concrete sign base. This base is from an old pole sign. It will need to be removed if it interferes with the slope and retaining wall installation.

Question 4: Please clarify where the concrete curb is located.

Answer 4: Please refer to **sheet C-101** of the plans for the curb located on Monte Vista Drive.

Question 5: Is there electrical plans for the Rapid Rectangular Flashing Beacons (RRFB)?

Answer 5: Per the Bid Document regarding the Rectangular Rapid Flashing Beacons (RRFB) shown in the plans. "The city will provide and install the remaining components including the pole, beacon, solar power supply, and controller." Please refer to **ON PAGE 597, SUBSECTION 657.01 – DESCRIPTION.** That is located in page 20 00 00-10.

Question 6: Please clarify discrepancy between sheet 32 of the plans and page 116-117 of the specification on the bollards.

Answer 6: The detail and callout on the plan set will govern.

PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

END OF ADDENDUM 2

CITY OF POCATELLO

Engineering Department

ADDENDUM # 3

Date: March 3, 2025

City of Pocatello: Monte Vista to Pocatello Creek Road Pathway Project
Key Number 23697

Bid Opening Date & Time: March 5, 2025 at 3 PM M.T.

NOTICE TO ALL PLAN HOLDERS:

Please make note of the following clarification and revision to the bid document under Unit Price for Construction Contract.

It came to our attention that four lines containing assigned values were not eliminated prior to the posting. Please, replace the attached Unit Price for Construction Contract Bid Schedule included in this addendum with the page 00 41 13-2 and 00 41 13-3 of the Bid Document.

PLEASE REMEMBER TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

END OF ADDENDUM 3

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BID BOND (PENAL SUM FORM)

Bidder Name: **Ready Service Jobber, Inc.** Address *(principal place of business)*: **427 N. Main Street, Suite F** **Pocatello, ID 83204**	**Surety** Name: **Nationwide Mutual Insurance Company** Address *(principal place of business)*: **1 Nationwide Plaza** **Columbus, Ohio 43215-2220**
Owner Name: **City of Pocatello** Address *(principal place of business)*: **911 N 7th Ave** **Pocatello, ID 83201**	**Bid** Project *(name and location)*: **Portneuf Greenway Monte Vista to Pocatello Creek Road Pathway** Bid Due Date: **March 5, 2025**
Bond Penal Sum: **Five Percent of Bid Amount (5% of Bid Amount)** Date of Bond: **March 5, 2025**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Ready Service Jobber, Inc. *(Full formal name of Bidder)*	**Nationwide Mutual Insurance Company** *(Full formal name of Surety) (corporate seal)*
By: Richard Jessop *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Richard Jessop *(Printed or typed)*	Name: **Taylor J. Wilstead** *(Printed or typed)*
Title: Secretary / Treasurer	Title: **Attorney-In-Fact**
Attest: *(Signature)*	Attest: *(Signature)*
Name: Florencio Castorena *(Printed or typed)*	Name: **Jonathan Bjork** *(Printed or typed)*
Title:	Title: **Bond Manager**

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ALEC KLEINER; TAYLOR JOSEPH WILSTEAD;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS ($5,000.000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified In New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of March, 2025.

Assistant Secretary

BDJ 1(08-21)00

SECTION 00 43 36 - NAMING OF SUBCONTRACTORS

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Electrical Subcontractor Name and Address	**License Number**

This form must be included for all bids.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Pocatello** ("Owner") and **RS Jobber Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a new pedestrian pathway east of I-15 from Monte Vista Drive to Pocatello Creek Road.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Portneuf Greenway – Monte Vista to Pocatello Creek Road.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Keller Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times:*

A. Once traffic is impeded by the Work, the Work shall be Substantially Complete within 90 days of the impediment of traffic. All Work shall be substantially complete by June 15, 2023, in accordance with Paragraph 15.03 of the General Conditions, with ready for Final Payment by November 15, 2024, in accordance with General Conditions 15.06.

B. The Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or mediation proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of the item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** of the month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **Ninety-five** percent of the value of the Work completed (with the balance being retainage).

b. **Ninety-five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Drawings (not attached but incorporated by reference) consisting of 2 sets of plan sheets; Project contains 37 sheets with each sheet bearing the following general title: **Portneuf Greenway - Monte Vista to Pocatello Creek Road**
8. Addenda (numbers _____ to _____**,** inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from Israel or territories under its control pursuant to Idaho Code Section 67-2346. The provisions of this statute do not apply to contracts less than one hundred thousand dollars ($100,000) or to contractors with fewer than ten (10) employees.

C. Contractor certifies that it will comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished

said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **___April 03, 2025___** (which is the Effective Date of the Contract).

Owner:

City of Pocatello
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 04.03.2025
(date signed)

Name: Brian Blad
(typed or printed)

Title: Mayor
(typed or printed)

Attest: Konni Kendell
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name:	Description *(name and location)*:
Mailing address *(principal place of business)*:	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

1. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    2.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    2.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
3. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
        5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

5. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   6.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   6.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

   13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for

the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

15. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name:	Description *(name and location)*:
Mailing address *(principal place of business)*:	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

SECTION 00 62 76 - IDAHO STATE TAX REQUIREMENTS

PART 1 - GENERAL

1.1 TAX REPORTING REQUIREMENTS

A. In accordance with the provisions of Sections 54-1904A and 63-3624(g) of the Idaho Code, the owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms are included in this section. The Contractor shall be responsible for completing the Public Works Contract Report (Form WH-5) within 30 days of the award of the contract. This form is included in this section. Form WH-5 shall be submitted to the State Tax Commission with a copy given to the Owner and a copy to the Engineer. Said submittal shall be required as part of contract mobilization.

B. In addition, the Contractor will be required to complete the attached form "CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES" at the time that the contract is awarded. Also, prior to releasing retainage, the Contractor shall be required to submit the attached "AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES" to the Engineer. At that time the Engineer will submit a "Request for Tax Release" to the State Tax Commission. Retainage cannot be released until the State Tax Commission issues a tax release stating that all taxes have been paid.

1.2 MATERIALS PURCHASED BY A PUBLIC WORKS AGENCY BUT INSTALLED BY THE CONTRACTOR

A. The Contractor owes use tax on materials purchased by a public works agency and installed by the Contractor according to Idaho Sales Tax Rule 12 and Idaho Code 63-3615(b).

B. The Contractor may qualify for certain tax exemptions associated with this project. Contact the Idaho Tax Commission for more information.

Docusign Envelope ID: 7B5A3D4A-75EC-461A-925C-FC49A9C00F24

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or licenses fees to which he is liable become payable agrees:

1. To pay promptly when due all taxes (other than on real property) excises and license fees due to the State, its corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of, such term;

2. That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof,

3 That, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable."

CONTRACTOR

RS Jobber Inc

By: _____

Name: Richard Jessop

Address: 427 N Main St Ste. F - Pocatello - ID 83204

(Seal)
ATTEST:

_____

Name: Florencio Castorena

Docusign Envelope ID: 7B5A3D4A-75EC-461A-925C-FC49A9C00F24

CITY OF POCATELLO
PORTNEUF GREENWAY – MONTE VISTA TO POCATELLO CREEK ROAD KN 23697

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF Idaho }ss.
County of Bannock

The Contractor, RS Jobber Inc, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he is authorized to do business in the State of Idaho and that he can furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

DATED this 5 day of March 20 25 .

SUBSCRIBED AND SWORN to before me this 5 day of March , 20 25 .

FLORENCIO CASTORENA NOTARY PUBLIC Comm Expires 10-15-28 Comm No. 56915 STATE OF IDAHO

Notary Public for

Residing at Pocatello, ID 83201

Commission Expires 10/15/2028

Docusign Envelope ID: 7B5A3D4A-75EC-461A-925C-FC49A9C00F24

Non-Collusion Affidavit

State of Idaho
) SS
County of Bannock

Bid for Monte Vista to Pocatello Creek Rd Pedestrian Pathway, being first duly sworn, deposes, and says that he is Richard Jessop [sole owner, a partner, president, secretary, etc.] of, RS Jobber Inc

_____ [Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

FLORENCIO CASTORENA
Comm Expires 10-15-28
NOTARY
PUBLIC
Comm No. 56915
STATE OF IDAHO
(SEAL)

Signed: Richard Jessop

Title: Secretary/Treasure

Subscribed and sworn to before me this 5 day of March, 2025.

Notary Public _____

State of Idaho

My Commission Expires 10/15/2028

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

Docusign Envelope ID: 7B5A3D4A-75EC-461A-925C-FC49A9C00F24

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STAE OF Idaho
COUNTY OF Bannock

The undersigned being duly sworn upon oath, deposes and says that RS Jobber Inc (Contractor Name) complies

With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that RS Jobber Inc (Contractor Name) provides a drug-free workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that RS Jobber Inc (Contractor Name) shall subcontract work only to subcontractors meeting the requirements of Idaho Code, Section 72-1717(1)(a).

Name of Contractor
RS Jobber Inc

Address
427 N Main St Ste. F - Pocatello - ID 83204

By _____
(Signature)

Subscribed and sworn to before me this 5 *day of* March, *20--*25

FLORENCIO CASTORENA
Comm Expires 10-15-28
NOTARY PUBLIC
Comm No. 56915
STATE OF IDAHO

Notary Public for _____
Residing at Pocatello, ID 83201
My Commission Expires 10/15/2028

THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENT

Docusign Envelope ID: 7B5A3D4A-75EC-461A-925C-FC49A9C00F24

Prompt Payment

CONTRACTOR'S AFFIDAVIT CONCERNING PROMPT PAYMENT OF SUB-CONTRACTORS

68 FR 35553

The undersigned being duly sworn upon oath, deposes and says that RS Jobber Inc (Bidder) will comply with 68 FR 35553 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

RS Jobber Inc Name of Contractor

427 N Main St Ste. F - Pocatello - ID 83204 Address

Signed by

Key Number

Monte Vista to Pocatello Creek Rd Pedestrian Pathway Project Name

Subscribed and sworn to before me this 5 day of March, 20 25.

FLORENCIO CASTORENA NOTARY PUBLIC STATE OF IDAHO Comm Expires 10-15-28 Comm No. 56915

Notary Public for

Residing at Pocatello, ID 83201

My Commission Expires 10/15/2028

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

0005978840

STATE OF IDAHO

Office of the secretary of state, Phil McGrane

ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only

-FILED-

File #: 0005978840

Date Filed: 11/12/2024 3:25:26 PM

Entity Name and Mailing Address:

Entity Name:	RS Jobber Inc
The file number of this entity on the records of the Idaho Secretary of State is:	0000615677
Address	427 N MAIN ST STE F POCATELLO, ID 83204-3016

Entity Details:

Entity Status	Active-Good Standing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C204263

The registered agent on record is:

Registered Agent	RICHARD S JESSOP, SR. Registered Agent Physical Address 642 N OLD HWY 91 INKOM, ID 83245 Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
Tammy B Jessop	President	642 N OLD HWY 91 INKOM, ID 83245
Richard S Jessop	Secretary	642 N OLD HWY 91 INKOM, ID 83245

The annual report must be signed by an authorized signer of the entity.

Job Title: President

Tammy Jessop
Sign Here

11/12/2024
Date

B0963-5734 11/12/2024 3:25 PM Received by Office of the Idaho Secretary of State

State of Idaho
DEPARTMENT OF REVENUE AND TAXATION
STATE TAX COMMISSION

PUBLIC WORKS CONTRACT TAX RELEASE

Section 54-1904A and G3-3624(f), Idaho Code, requires all Public Works Contracts to be reported to the State Tax Commission

EFO00234
04-27-11

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date:_____

PART I -- AWARDING AGENCY INFORMATION:

Name of agency	Mailing address	City, state, and ZIP Code

Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:

Name of contractor	Mailing address	City, state, and ZIP Code

Federal EIN	Contact name	Phone number	Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):

Name of business	Mailing address	City, state, and ZIP Code

Federal EIN	Contact name	Phone number	Email address

Send a copy of the approved Tax Release to: Awarding Agency ☐ Contractor ☐ Construction Manager ☐

NOTE: *We will email all copies unless otherwise requested.*

PART IV -- PROJECT INFORMATION:

Name of project	Location of project

Description of project

Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)
			$

Did any government entities supply materials which were installed by this contractor or its subs?: Yes ☐ No ☐

If YES, list these materials and their dollar values. (Attach additional information if needed.)

List materials	List dollar values of materials
	$
	$
	$

Send to: Contract Desk/Sales Tax Audit
Idaho State Tax Commission
PO Box 36
Boise ID 83722-0410

Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: **contractdesk@tax.idaho.gov**

NOTE: *Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.*

Refer to tax.idaho.gov for current form

Idaho State Tax Commission

WH-5 Public Works Contract Report

Ref. No. (State use only)

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualifed to do business in Idaho
Business operates as ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☐ LLC		Public Works contractor license number
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract $

Description and location of work to be performed

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

If the following information is not available at this time, please indicate date it will be: _____

ALL SUBCONTRACTORS

Refer to tax.idaho.gov for current form

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

EFO00168 04-28-11

ALL SUBCONTRACTORS (CONTINUED)

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor number
City, State, ZIP	☐ LLC ☐ Sole proprietorship	☐ Corporation ☐ Partnership	Amount of subcontract $
Description of work			

SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate tax or sales or use tax was paid.

Refer to tax.idaho.gov for current form

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

Name		Federal EIN	Total value $
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax paid	

* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: _____

If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN HERE Authorized signature	Print name	Phone number	Date

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

Subcontractor Confirmation of Prompt Payment

68 FR 35553

The undersigned being duly sworn upon oath, deposes and says that _____ (Prime Contractor) has complied with 68 FR 35553 that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractors.

The retainage of this project will not be paid to the prime contractor until all of the subcontractors have signed a "Subcontractor Confirmation of Prompt Payment" form upon substantial completion of the project, verifying the prime contractor followed the guidelines of 68 FR 35553.

_____ Name of Subcontractor

_____ Address

_____ Signed by

_____ Key Number

_____ Project Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for_____

Residing at _____

My Commission Expires_____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED TO THE PRIME CONTRACTOR IN ORDER FOR THE RETAINAGE TO BE PAID AND THE PROJECT CLOSED OUT.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100, Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.03 *Before Starting Construction*

SC-2.03 Add Paragraph 2.03.B:

B. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:

1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and

2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 *Reference Points*

SC-4.03.A Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor or the Contractor's subcontractor will be replaced by the Owner the cost thereof charged to the Contractor.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

1. Extension of Contract Time for Weather

   a. For calendar day and completion date contracts, the Owner will extend the contract time one day of each lost day of work on the critical path caused by weather that exceed the reasonably anticipated weather days per month as listed in Table 4.05. A "lost day of work" means that normal production on the critical path activity(ies) cannot proceed for at least five (5) hours per day as determined by the Owner or the Engineer. Weather days on weekends or holidays will not be considered as lost working days.

Table 4.05 – Anticipated Weather Days per Month

MONTH	ITD District					
	#1	#2	#3	#4	#5	#6
January	10	7	8	8	8	8
February	7	6	6	6	6	6
March	7	6	6	6	6	6
April	5	6	4	4	4	4
May	5	6	4	5	5	5
June	4	4	2	3	3	3
July	1	1	1	1	1	1
August	1	1	1	1	1	1
September	2	1	1	1	1	1
October	4	3	2	1	1	1
November	9	6	6	5	5	5
December	11	7	7	7	7	7

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No such reports.		

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. There are no reports known by the Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely.

5. There are no drawings known by the Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of ISPWC 00610.

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of ISPWC 00615.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance:

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Bodily injury, each accident	$1,000,000
Bodily injury by disease, each employee	$1,000,000
Bodily injury/disease aggregate	$1,000,000

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$4,000,000
Products—Completed Operations Aggregate	$4,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Note: The above limits may be met by policies having limits such as $1,000,000 per occurrence, $2,000,000 aggregate plus an umbrella policy of $2,000,000.	

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$2,000,000

K. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$ 1,000,000
General Aggregate	$ 1,000,000

L. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$100,000
General Aggregate	$500,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **7 am to 7 pm.**

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's representative*

SC-10.01 Replace subparagraph 10.01.A with the following:

A. The Owner will employ either the Engineer or a Construction Engineering and Inspection firm (CE&I) as the Owner's representative during the construction period. The duties and

responsibilities and the limitations of authority of the Engineer or CE&I as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

SC-10.02 Replace reference to "Engineer" in subparagraphs 10.02.A and 10.02.B with "Engineer or CE&I".

10.03 *Resident Project Representative*

SC-10.03 *Replace reference to "Engineer" in subparagraphs 10.03.A and 10.03.B with "Engineer or CE&I".* Add the following new subparagraph immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's or CE&I's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer or CE&I and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's or CE&I's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer or CE&I in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer or CE&I in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

   b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

   a. Participate in Engineer's or CE&I's project manager visits regarding Substantial Completion.

   b. Assist in the preparation of a punch list of items to be completed or corrected.

   c. Participate in Engineer's or CE&I's project manager visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

   d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's or CE&I's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer or CE&I.

7. Authorize Owner to occupy the Project in whole or in part.

SC-10.07 Add the following new paragraph immediately after Paragraph 10.09.E:

A. If Owner employs a CE&I to be the Owner's representation during the construction period. The duties, responsibilities and limitations of the authority specified for the Engineer in Article 9-ENGINEERS STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the CE&I.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of

this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment by EquipmentWatch.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Mediation*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

A. All appealed or unsettled claims, disputes or other matters between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) shall first be submitted to mediation under the Construction Industry Mediation Rules of the American Arbitration Association then obtaining prior to either of them exercising any rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

B. Should the mediation be unsuccessful, (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 15.07) and is terminated by written notice to all involved by Mediator or Owner or Contractor, the dispute resolution process shall revert to Article 12 in the General Conditions, as if the mediation had been a second phase of the unsuccessful executive negotiation.

C. Notice of demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association with a copy to the Engineer for information. Any demand for mediation of any appealed or unsettled claim, dispute or other matter that is required to be referred to Engineer initially for decision shall be filed by the appealing party within 30 days after the executive negotiation has been declared unsuccessful by the Owner or Contractor, and in all other cases within a reasonable time after the unsettled claim, dispute or other matter has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such unsettled claim, dispute or other

matter would be barred by the applicable statute of limitations. Failure to demand mediation within said 30 day period will result in Engineers' decision being final.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, each party to a dispute is responsible for its own attorneys' fees, unless an express agreement provides to the contrary. Miscellaneous

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

END OF SUPPLEMENTARY CONDITIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SPECIAL PROVISIONS FOR RACE/GENDER–CONSCIOUS LOCAL FEDERAL-AID PROJECTS

The Disadvantaged Business Enterprise (DBE) goal for this project is: ____0%. The Idaho Transportation Department (Department) current Federal Fiscal Year (FFY) overall annual statewide goal is ___10%. The DBE directory is at https://itd.dbesystem.com.

Regulations and statutes require and authorize the Disadvantaged Business Enterprise Program under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, and Titles I, III, and, V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107, Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144, and Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, 126 Stat. 405, Fixing America's Surface Transportation Act (FAST Act) Pub. L. 114-113.

1. It is the Department's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the United States Department of Transportation (USDOT)-assisted contracts. The Contractor will include these requirements in every subcontract and modify language as necessary to make the program binding on all subcontracts.

   The Contractor agrees to ensure DBE firms have the opportunity to participate in the performance of the contract. The Contractor or its subcontractor(s) will not discriminate based on race, color, national origin, sex, age, or disability in the performance of the contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or result in the implementation of other remedy, as the Department deems appropriate.

   It is required that a Contractor verify a DBE firm's certification with the Idaho Unified Certification Program (UCP). The UCP directory is located at: https://itd.dbesystem.com. The Contractor must use the ITD-2396 form. The Consultants must use the ITD-2398 form for consultant agreements when making DBE goal commitments for contract goals. If the Department declares a DBE firm ineligible to perform work after the execution of a signed contract, then the DBE firm may complete the work, the Department will count the DBE firm's participation toward the contract goal, although the DBE participation will not count toward the overall annual Department DBE goal. If a Federal agency and/or the Department decertify a DBE before the DBE firm signs a contract, then the Contractor must replace the ineligible DBE firm with another DBE firm or demonstrate that it made a GFE to do so.

2. The Department determines the level of DBE participation on a contract-by-contract basis determined by the Department's contract goal methodology, the contract bid documentation will state the contract goal percentage. The Department will credit dollar volumes of participation toward the contract goal. The Department will base the goal attainment on actual expenditures made to DBE firms providing a commercially useful function (CUF), as specified in **Section H.**

"Counting DBE Participation toward Contract Goals" of the Department's DBE Program Plan (located at http://apps.itd.idaho.gov/apps/ocr/documents/dbeplan.pdf). This includes only work actually performed by and paid to the DBE firm and the cost of equipment, supplies, and materials, except when the DBE purchases or leases the equipment, supplies, and materials from the Contractor.

The bidder hereby certifies that it made GFEs to seek out and consider DBE firms for work on the contract.

3. The Department will credit fees and expenditures toward to DBE goal as follows:

   a) 100 percent of the dollar value equal to the clearly defined portion of the work of the contract that the DBE performs with its own forces in a joint venture between a DBE and a non-DBE firm.

   b) 100 percent of expenditures to a DBE manufacturer, a DBE subcontractor, or DBE professional consultant.

   c) 100 percent of expenditures to a trucking firm that uses trucks it owns, insures, and operates using drivers it employs or leases from another DBE firm including an owner/operator who is also certified as a DBE. A DBE firm may lease trucks from a non-DBE firm, including an owner/operator. As a result, the DBE will receive credit for the total value of the services provided by the non-DBE firm not to exceed the value of the services provided by the DBE-owned trucks. Any additional participation by non-DBE firms will receive credit only for fees or commission received.

      Example: DBE Firm X uses 2 of its own trucks on a contract. It leases 2 trucks from DBE Firm Y and 6 trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may be awarded for the total value of transportation services provided by 4 of the 6 trucks provided by Firm Z. In all, full credit would be allowed for the participation of 8 trucks. In respect to the other 2 trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives because of the lease with Firm Z.

      A lease must indicate that the DBE has exclusive use and control over the leased truck. This does not preclude the leased truck from working for others during the term of the lease if the DBE consents, so long as the lease gives the DBE absolute priority for use of the leased truck. A leased truck must conspicuously display the name and identification number of the DBE.

   d) 100 percent of the fees for equipment leased from a DBE towards the contract goal when the Contractor leases the equipment from a DBE, provided the DBE owns or has the equipment registered in its name. If the DBE obtains the equipment from other sources, the Engineer will only credit the net fee.

   e) 60 percent of expenditures paid out to a DBE dealer for supplies provided and the DBE is not a manufacturer. A regular dealer is a firm that owns, operates, or maintains a

store, warehouse, or other facility that supplies materials, articles, or equipment for purchase or lease and regularly stocks, sells, and leases to the public during the usual course of business.

f) 100 percent of the net fee (if deemed reasonable) for DBE brokers, packagers, and manufacturers' representatives.

4. The Department requires all bidders to furnish DBE commitments on the ITD-2396 form for a construction contract at the time of bid. Consultants bidding on an agreement must furnish DBE commitments on the ITD-2396 form for any agreement at the time of proposal submission. The forms must contain:

   a) Names of all certified DBE and non-DBE firms solicited or providing volunteer quotations.

   b) The identity of the DBE and non-DBE firm(s) the Contractor intends to use in the execution of the contract.

   c) Description of the work and associated dollar amounts each DBE and non-DBE firm offered to perform.

   d) The dollar amount of the participation of each utilized DBE and non-DBE and the signed confirmation form signed by the recognized DBE(s) on the DBE's company letterhead stating the DBE plans to participate in the contract as specified in the Contractor's commitment.

   e) The name of the Contractor's designated Equal Employment Opportunity Officer responsible for administering the Contractor's DBE program.

   f) A signed commitment from the Contractor on the ITD-2396 form for the contract and a signed commitment from the consultant using the ITD-2398 form for all consultant agreements, to use the DBE subcontractor(s) or DBE consultant identified on the form(s) for the specified contract items in order to meet the contract goal. The Contractor and consultants must use the above-mentioned forms, unless the committed DBE firm(s) is unable or unwilling to perform because of default, decertification, or other relevant factors.

5. The Department considers the Contractor's commitment to meet the specified goal as clear (prima facie) evidence it made a GFE to obtain DBE participation on the contract.

6. If the DBE commitment is below the contract goal amount, the Department will condition the award of contract to a determination made by the Contractor's or the consultant's DBE program coordinator on the GFEs made to attain DBE participation.

   Following is a list of efforts the Department evaluates when determining the Contractor's GFEs to obtain DBE participation. In addition to GFEs, the Department will consider the timing and intensity of the undertaking.

a) Whether the Contractor solicits DBE firms through available and reasonable means, the Contractor must also allow adequate time for the DBE to respond. The Contractor must also follow-up on all solicitations (e.g., advertisements placed in general circulation, trade association solicitations, minority-focus media campaigns) with respect to any subcontracting opportunities.

b) Whether the Contractor selected portions of the work for the DBE firm(s) to perform to increase the likelihood of meeting the DBE goals, including where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

c) Whether the Contractor provided interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner.

d) Whether the Contractor negotiated in good faith with interested DBE firms, not rejecting DBE firms as unqualified without sound reasoning, and based on a thorough investigation of capabilities.

e) Whether the Contractor made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by the Department or the Contractor.

f) Whether the Contractor made efforts to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

g) Whether the Contractor effectively used the services of available minority/women community organizations, minority/women Contractors' groups, government business-assistance agencies, or utilized other organizations that could provide assistance in the recruitment and placement of DBE firms.

h) Whether the Contractor involved itself in any pre-solicitation or pre-bid meetings scheduled to inform DBE firms of contracting and subcontracting opportunities.

7. A contract award is contingent on the Department approving the Contractor's DBE plan. The plan requires the Contractor to make continuing efforts throughout the contract to assure that DBE participation remains at a level satisfying the following requirements:

    a) Continuing DBE participation equals or exceeds contract goals.

    b) Continuing DBE participation equals or exceeds the approved level that is less than the contract goal as allowed under **Section G. “Good Faith Efforts (GFE) Process”** of the Department’s DBE Program Plan.

    The Contractor cannot terminate a DBE subcontractor for convenience without the Engineer’s written consent. If situations or conditions arise preventing a DBE firm from completing the originally agreed upon work, the Contractor will take affirmative action steps to re-establish DBE participation at a level needed to meet the original contract goal or demonstrate a GFE demonstrating the Contractor afforded other DBEs the opportunity to assume the original work. Afterward, the Contractor must revise the DBE participation plan and the Engineer must approve the revised plan with concurrence from the Department’s Office of Civil Rights. Failure of the Contractor to meet these special provisions will be a violation of the contract.

The Engineer will count the value of work actually performed by and paid to the DBE firms toward the Contractor's DBE goal.

8. The DBE firm must perform a CUF on the contract in order for the Engineer to count expenditures toward the contract goal and annual goal. The Department defines CUF by using general industry practices and the provisions of 49 CFR Part 26. A DBE performs a CUF when:

    a) A DBE firm executes a distinct element of the work by actually performing, managing, and supervising the work involved in accordance with industry standard practices, except where such practices are not consistent with DBE regulations and requirements, and

    b) The DBE firm receives due compensation as agreed upon for the work performed.

    If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Department must presume the DBE is not performing a CUF. As with all non-CUF determinations, the DBE may present evidence to rebut this presumption.

9. Breach of Contract/Damages. Whenever the Engineer determines, after investigating and obtaining evidence, the Contractor has not complied with these special provisions, the Engineer will take the following actions:

    a) Inform the Contractor, in writing, that the Department staff observed specific (listed) infractions the DBE must correct within 5 or fewer business days and that failure to take corrective action will result in withholding all or part of the progress payments.

    b) The Engineer will withhold progress payments when the Contractor does not correct deficiencies.

    c) If violations persist, the Engineer will contact the Department’s Office of Civil Rights for direction on imposing one or more of the following actions:

        (1) Withhold all or part of progress payments until the Contractor complies.

        (2) Suspend the contract completely, or in part, until the Contractor complies, with no progress payments delivered during the period, with no time extension made.

        (3) Cancel or terminate the contract for cause as authorized in in this contract’s provision for default and termination of contract.

        (4) Deduct from the Contractor’s final payment on the contract or any progress payments on current or future Idaho Federal-Aid contracts of an amount in equal value of the DBE committed work items not performed by the committed DBE firm. If the Department determines the Contractor caused the failure or the failure was an unintentional error or oversight, then the amount to be deducted may be reduced to 50 percent of the value of the unattained DBE participation based on the committed work items. In addition to sanctions, willful failure by the

Contractor or a DBE firm to comply with this contract or with the Federal DBE regulations may result in disqualification from further or future contracting, subcontracting, or other participation in federally funded contracts and/or Department contracts.

The Contractor has the right to appeal as specified in this contract's Administrative Resolution Process for Claims.

10. Record Keeping.

    a) A Contractor and each subcontractor must maintain all records relating to the DBE program during the course of the work and preserved the records for a period of 5 years from the date of final payment.

    b) The Contractor or its subcontractor will make the records pertaining to the DBE program available for inspection, copying, or transcription by authorized representatives of the Department or the FHWA and will permit these representatives to interview employees as necessary.

    c) Failure to submit the required records upon request or to make these records available will be grounds for sanctions as specified in **Section G. "Monitoring and Enforcement Mechanisms"** of the Department's DBE Program Plan.

11. Joint Ventures.

    a) To increase the opportunity for DBE firms to participate in contracts, DBE firms may enter into joint ventures with non-DBE firms. DBE joint venture applicants must complete the ITD-0646b, Schedule B form, and submit it with the required documentation with their bid.

    b) The DBE partner of the joint venture must have a separate agreement showing the DBE partner's bid items. The agreement must be able to define the DBE partner's distinct elements of work it will perform with its own forces.

    c) The Contractor and the DBE firm must submit a joint venture agreement with the bid documentation and Department will evaluate it on a contract-by-contract basis.

EEO SPECIAL PROVISIONS

PART I **Special Equal Employment Opportunity Responsibilities (23 USC 140 and 23 CFR 230, Subpart A and D**

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor shall work with the Idaho Transportation Department (Department) and the Federal Government in carrying out equal employment opportunity obligations and in their review of activities under the contract.

   c. The contractor and all subcontractors holding subcontracts not including material suppliers, of $10,000 or more shall comply with the following minimum specific requirement activities of equal employment opportunity. (The equal employment opportunity requirements of Form FHWA-1273 are applicable to material suppliers as well as contractors and subcontractors.) The contractor shall include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The contractor shall accept as operating policy the following statement, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and on-the-job training."

3. Equal Employment Opportunity Officer

   The contractor shall designate in a letter to the Engineer the equal employment opportunity officer (hereinafter referred to as the EEO Officer) for the project who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

   a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such actions, will be made fully cognizant of, and shall implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement is met, the contractor shall take the following actions as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official. Documentation of this meeting shall be provided to the Engineer prior to the start of the project.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through the company EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Department expects the contractor to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor shall encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants *shall be discussed with employees.*

6. Personnel Actions

The contractor shall establish and administer wages, working conditions, employee benefits and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

a. The contractor shall conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all avenues of appeal.

7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Training Special Provision is provided under this contract, this subparagraph will be superseded by the Training Special Provision.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association, acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor. The contractor shall so certify to the Engineer and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, the contractor shall immediately notify the Engineer.

9. Subcontracting

a. The contractor shall use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees, in accordance with the Disadvantaged Business Enterprise Special Provisions of the contract. Contractors shall obtain lists of minority-owned firms from the Department External EEO Office.

b. The contractor shall use best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The contractor shall keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor shall be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of five years from the date of the final payment and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractors shall submit to the Engineer for the final pay period in the month of July, a report indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

d. If the Training Special Provision is provided under this contract, the Engineer will require the contractor to collect and report training data.

11. Sanctions

a. If an investigation or review by the Department reveals that a contractor or a subcontractor is in non-compliance with these Special Provisions, the Engineer will issue a show cause notice (SCN) to the contractor or subcontractor. This written notice shall state the deficiencies found during the review, and will advise the contractor or subcontractor to show cause within 30 days why sanctions should not be imposed. Within the 30 days the contractor or subcontractor must show good cause or must provide an acceptable agreement for corrective action.

b. If the contractor or subcontractor does not correct deficiencies and fails to develop, sign and implement a corrective action plan (CAP) within the 30 days stated in the SCN, the Engineer will withhold all progress payments commencing the day after the expiration of the 30-day period.

c. If the contractor or subcontractor fails to meet the conditions of the CAP, no further show cause notice is required. The Engineer will immediately advise the District Engineer, who will immediately request a formal hearing before a panel consisting of a selected member of the Department's Legal Counsel, Representatives from Roadway Design, External EEO Office, and the District. At this hearing, the contractor will be given the opportunity to offer rebuttal to the findings. The purpose of the hearing will be to examine all documentation and determine which of the following sanctions will be imposed – not whether they will be imposed. Generally, sanctions will be imposed in sequential order for each incident that EEO contract provision violations occur, and are brought before the hearing panel. However, the Department reserves the right to impose any sanction listed depending on the severity of the contractor's deficiency.

- Withhold progress payments until it is determined that the contractor or subcontractor is found in compliance.

- Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made.

- Cancel or terminate the contract for cause in accordance with subsection 108.09 of the Contract Specifications.

- Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho Federal-Aid projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or $7,700 whichever is less.

d. The contractor shall have the right to appeal pursuant to Subsection 105.16 of the Standard Specifications

PART II **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 41 CFR, 60-4:**

1. All Federal and Federally assisted construction contracts and subcontracts in excess of $10,000 are subject to the Department of Labor regulations contained in 41 CFR § 60-4.

2. 41 CFR § 60-4.2 provides for inclusion in contracts of the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area. The goals related to this contract area as follows:

STANDARD METROPOLITON STATISTICAL AREAS
(SMSA) AND ECONOMIC AREAS (EA)

	Goals for minority participation in each trade	Goals for female participation in each trade
IDAHO		
165 Non-SMSA Counties: Bear Lake, Franklin and Oneida	5.1%	6.9 %
166 Non-SMSA Counties: Bannock, Bingham, Blaine, Butte, Bonneville, Camas, Caribou, Cassia, Clark, Custer, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Power, Teton, and Twin Falls	4.0 %	6.9 %
167 Boise City SMSA Counties: 1080 Boise City, Ada	2.3 %	6.9 %
Non-SMSA Counties: Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington	4.4 %	6.9 %
168 Non-SMSA Counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone	3.0 %	6.9 %

The U.S. Department of Labor, Office of Contract Compliance Programs (OFCCP) is the only party with the authority to determine compliance with Executive Order 11246 and 41 CFR Part 60-4. For further information, to obtain a copy of the regulation, or to get clarification on the requirements, the Contractor should contact the OFCCP office:

Office of Federal Contract Compliance Programs

620 SW Main Street, Suite 411
Portland, OR 97205
(503) 326-4112

1111 Third Ave. Suite 745
Seattle, WA 98101-3212
(206) 398-8005

Approval:

FHWA Civil Rights Program Manager

06 JUNE 2011
Date

ON PAGE 19, SUBSECTION 101.04 – DEFINITIONS 11/22

Add the following in alphabetical order:

Construction Material. An article, material, or supply that consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable); glass (including optic glass); lumber; or drywall. Items specifically excluded from this category are: products that are primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. To provide clarity to item, product, and material manufacturers and processers, items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

ON PAGE 5 OF 116 OF THE 2022 STANDARD SUPPLEMENTALS, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS 11/22

Delete items 7 through 11 and add the following:

7. Quality Assurance (QA) Manual Supplementals (BA or otherwise)
8. QA Manual
9. Standard Supplementals
10. Standard Specifications
11. Standard Drawings
12. Electronic Files (if specified as part of the contract)

ON PAGE 59, SUBSECTION 106.01.A – BUY AMERICA 11/22

Delete the entire subsection and replace with the following:

A. Buy America.

For contracts that involve federal-aid funding or are specifically indicated in the special provisions to comply with Buy America, ensure iron or steel products, and construction materials permanently incorporated into the work are products of the United States. Provide certifications conforming to 106.04 prior to incorporating the item into the project. If foreign construction materials, steel, or iron in excess of the quantities allowed become incorporated into the work, the Contractor will remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no additional cost to the Department. If the supporting documentation does not undeniably demonstrate to FHWA or the Department that the domestic iron or steel, or construction materials identified in the certificates of compliance were produced in the United States of America, then such iron, steel, construction materials will be considered unacceptable and must be replaced at no cost to the Department. If foreign steel, iron, or applied coatings for steel or iron in excess of the quantities allowed, or foreign construction materials become incorporated into the work, remove such materials in excess of the allowable maximum, and replace them with materials complying with these specifications at no additional cost to the Department. The burden of proof to meet the Buy America provision rests with the Contractor.

1. Iron and Steel Products

   All manufacturing processes for iron and steel products, including the application of coatings for such materials, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

   Buy America requirements apply to any steel or iron components of a manufactured product regardless of the overall composition of the manufactured product and to miscellaneous steel or iron components and hardware (e.g., cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, or door hinges).

   Obtain certifications from the manufacturer, that document that steel and iron have been manufactured and that coatings for steel or iron have been applied in the United States. Submit the required certifications to the Engineer before incorporating these materials into the work.

   The Engineer may allow small quantities of foreign manufactured steel, iron, or applied coatings for steel or iron so long as their total cost does not exceed 0.1 percent of the total contract amount or $2,500, whichever is greater.

   The contractor needs to maintain a running total of the cost of products not meeting the Buy America criteria already incorporated into the contract work. Cost determination is based on invoice costs or going rates for items without invoices. The Engineer needs to make sure the contractor does not exceed the Buy America threshold for foreign and undocumented products, or a project may lose all or part of its federal funding.

2. Construction Materials

   All construction materials must originate in the United States, including the final and the immediately preceding final, manufacturing process.

   Obtain certifications from the manufacturer, that document that construction materials have been manufactured in the United States. Submit the required certifications to the Engineer before incorporating these materials into the work.

ON PAGE 64, SUBSECTION 106.15 – QPL AND NON-QPL PRODUCTS 11/22

Delete the entire subsection and replace with the following:

106.15 QPL and Non-QPL Products.

The Department will classify products as qualified product list (QPL) products or non-QPL products. Qualified products are proprietary products determined to meet specifications for an applicable QPL category, or categories. The Department website lists categories of products, covered by the QPL. The Department considers non-QPL products as proprietary products available on the market and not classified under a category covered in the QPL. Products listed on the QPL are not guaranteed to meet BA requirements. BA certification is required for products that apply to BA.

If testing required by the contract to determine product acceptability will take longer than 7 calendar days, the Engineer will notify the Contractor of the additional time necessary to make a decision.

Title VI Special Provisions

In compliance with the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A):

"The Idaho Transportation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

During the performance of work covered by this Contract, the Contractor for themselves, their assignees and successors in interest agree as follows to adhere to Appendix A and E of the USDOT Standard Title VI/Non-Discrimination Assurances:

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 2 l.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA) may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration **(**FHWA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer as delineated in this Section.

B. At the Pre-Construction Conference, the Contractor shall submit the following items to the Engineer for review:

1. A preliminary construction schedule.

2. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.

1.2 ENGINEER'S REVIEW PERIOD

A. For planning purposes, the Contractor shall assume a minimum of 14 days for review by the Engineer following receipt of submittal/resubmittal. If an expedited review is requested by the Contractor, the submittal shall identify the requested expedited review. The Engineer will attempt to accommodate the expedited review.

1.3 SUBMITTAL PROCEDURES

A. Verify that the material or equipment described in each submittal conforms to all requirements of the Specifications and drawings. Where the detailed specifications require specific submittal data, submit all data at the same time. The submittals are to be accompanied by the transmittal form attached at the end of this Section. The Engineer will return for resubmittal any information not accompanied by the specified transmittal form, properly completed.

B. Indiscriminate submittal of only manufacturer's literature is unacceptable and will be rejected.

C. The submittals shall be numbered as XXXXXX-YY-z., where XXXXXX is the specification section number, YY is the sequential number of the submittal, and Z is used for re-submittal labeled a through z. For example, the first submittal of an item from Section 32 13 13 – Concrete for Exterior Improvements would be numbered "32 13 13-01"; the first re-submittal of the submittal would be numbered "32 13 13-01-A".

D. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be rejected. A multiple page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

E. Identify Project, Contractor, subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specifications section number, as appropriate.

F. All Contractor shop drawings submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

G. Do not mark the submittals in red. Ensure that any marks are duplicated on all copies submitted. Outline the marks on reproducible transparencies in a rectangular box.

H. Coordinate submission of related items.

I. Identify variations from Contract Documents and product or system limitation which may be detrimental to successful performance of the completed Work.

J. Provide space for Contractor and Engineer Review stamps.

K. Submit electronic submittals to:
Piper Gutridge
305 N 3rd Avenue, Suite A
Pocatello, ID 83201
pgutridge@kellerassociates.com

L. Electronic submittals:

1. Electronic submittals shall be submitted in PDF format and combined into a single file.

2. Engineer will return comments only.

3. Contractor is responsible for distributing copies of the submittal and Engineer's comments to concerned parties.

4. Engineer may require hard copies in lieu of an electronic submittal if, in the opinion of the Engineer, the electronic submittal is difficult to read.

M. Revise and resubmit submittals as required, identify all changes made since previous submittals.

N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 DEVIATIONS FROM CONTRACT

A. If the Contractor proposes to provide material or equipment which does not conform to all of the Specifications and Drawings, the transmittal form accompanying the submittal copies shall indicate under "comments" the deviations.

1.5 SHOP DRAWINGS

A. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.

B. Except as may otherwise be indicated herein, the Engineer will return submittal to the Contractor with comments. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item.

C. If submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

D. If submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.

E. If submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.

F. If submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of, said revised submittal to the Engineer.

G. Fabrication of an item shall be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or “MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.

1.6 ORGANIZATION

A. A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components.

B. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, drawing number, detail number, schedule title, room number, or building names, as applicable.

C. Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.

1.7 EFFECT OF ACCEPTANCE OF CONTRACTOR INFORMATION

A. Acceptance by the Engineer of any drawings, method of work, or any information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risk or liability by the Engineer or Owner, or by any officer or employees thereof, and the Contractor shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method of work or material or equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or providing the materials or equipment proposed.

B. Approval of shop drawings by the Engineer is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the Plans and Specifications. The Contractor is responsible for dimensions which shall be confirmed and correlated at the job site, fabrication process and techniques of construction, coordination of his work with that of all other trades and the satisfactory performance of his work.

1.8 PRODUCT DATA AND SAMPLES

A. Where required in the Specifications and as determined by the Engineer, test specimens or samples of materials, appliances and fittings to be used or offered for use in connection with the Work shall be submitted to the Engineer at the Contractor's expense. Specimen or sample submittals shall be made with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

B. All samples and test specimens are to be submitted in ample time to enable the Engineer to make any tests or examinations necessary, without delay to the Work. The Contractor will be held responsible for any loss of time due to the neglect or failure to deliver the required samples to the Engineer as specified.

C. Samples are also to be taken during the course of the Work, as required by the Engineer.

D. Laboratory tests and examinations that the Owner elects to make will be made at no cost to the Contractor, except that, if a sample of any material or equipment proposed for use by the Contractor fails to meet the Specifications, the cost of testing subsequent samples will be borne by the Contractor.

E. All tests required by the Specifications to be performed by an independent laboratory are to be made, and the samples therefore furnished shall be at the sole expense of the Contractor.

F. Material used in the Work is to conform to the submitted samples and test certificates as approved by the Engineer.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 33 00

STANDARD SUBMITTAL FORM

Transmittal of Shop Drawing or Submittal

CONTRACTOR: <CONTRACTOR NAME>

Tracking No. XXXXXX

Item covered by this submittal

Refer to the following attachment(s) for a detailed description of the item.

Applicable specification section(s)

☐ First Submittal OR ☐ Resubmittal No. _____

☐ This item is as specified OR ☐ This item is a substitution/or equal

☐ Supplier/Subcontractor certifies:

- ☐ Conforms to contract
- ☐ Minor deviations as specifically noted
- ☐ Major deviations as specifically noted

Review Priority: ☐ 1 ☐ 2 ☐ 3

Due Date: XX-XX-XX (Engineer's standard review period is 14 days)

Notes to Engineer:

Date Received by Contractor: _____ Date Returned to Subcontractor/Supplier _____

Contractor Comments:

Deviations Specifically Noted

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Comply with requirements stated in conditions of the contract and in Specifications for administrative procedures in closing out the Work.

B. Furnish lien waivers, bond extensions, and other required data.

C. Satisfy conditions of the contract, fiscal provisions, legal submittals and additional administrative requirements.

1.2 SUBSTANTIAL COMPLETION

A. When substantially complete, the Contractor shall submit to the Owner:

1. A written notice that the Work, or designated portion thereof, is substantially complete.

2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, Engineer will perform an inspection to determine the status of completion. If the Work is not deemed substantially complete, the following will occur:

1. Owner will promptly notify the Contractor in writing, giving the reasons therefore.

2. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of Substantial Completion to the Owner.

3. Owner will request the Engineer to re-inspect the Work.

4. Once the Work is deemed substantially complete and after review and approval, the Engineer will execute and deliver to the Owner and the Contractor, the Certificate of Substantial Completion with a final list of items to be completed or corrected prior to release of final payment.

1.3 PROJECT RECORD DOCUMENTS

A. Maintain at Project site, available to Owner and Engineer, one copy of the Contract Documents, shop drawings and other submittals, in good order.

1. Mark and record field changes and detailed information contained in submittals and change orders.

2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.

3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.

4. Identify location of spare conduits including beginning, ending, and routing through pull boxes and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.

5. Provide schedules, lists, layout drawings, and wiring diagrams.

6. Make annotations with erasable colored pencil conforming to the following color code:

   a. Additions - Red

   b. Deletions - Green

   c. Comments - Blue

   d. Dimensions - Graphite

7. Make all annotations on one set of drawings.

B. Maintain documents separate from those used for construction.

1. Label documents “RECORD DRAWINGS.”

C. Keep documents current.

1. Record required information at the time the material and equipment is installed and before permanently concealing.

2. During progress meetings, record documents will be reviewed to ascertain that changes have been recorded.

D. Submit record documents for review. Submittal shall be in accordance with Section 01 33 00 – Submittal Procedures.

1.4 FINAL SUBMITTALS

A. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:

1. Written guarantees, where required.

2. Technical Manuals and instructions.

3. New permanent cylinders and key blanks for all locks.

4. Maintenance stock items; spare parts; special tools.

5. Completed record drawings.

6. Certificates of acceptance by the Idaho Transportation Department.

7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

8. Letter from bonding company stating that bonds will be extended for one year after substantial completion.

1.5 FINAL CLEANUP

A. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily performed the final cleanup of the Site.

1.6 MAINTENANCE AND GUARANTEE

A. The Contractor shall comply with the maintenance and guarantee requirements contained in the General Conditions.

B. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Contractor and its surety shall be liable to the Owner for the cost thereof.

1.7 FINAL PAY ESTIMATE

A. Submit final pay estimate and supporting data to Owner.

B. Final estimates shall reflect all adjustments to the contract sum:

1. The original contract sum

2. Additions and deductions resulting from:

a. Previous Change Orders

b. Deductions for uncorrected work

c. Penalties and bonuses

d. Deductions for liquidated damages

3. Total contract sum, as adjusted

4. Previous payments

5. Sum remaining due

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 77 00

SECTION 20 00 00 – SPECIAL PROVISIONS

IDAHO FEDERAL AID PROJECT KEY NO. 23697

Offsys, Monte Vista to Pocatello Cr. Rd. Pathway Bannock County

The Monte Vista to Pocatello Creek Road Project, located in Pocatello, ID will construct a shared use pathway usable by bikes and pedestrians from the Monte Vista Overpass to Pocatello Creek Rd. to improve mobility and safety between residential and commercial districts. The pathway will be separated from traffic and provide connectivity to other paths.

CONTRACT

The Agreement between Owner and Contractor and its associated General Conditions and Supplementary Conditions govern all provisions of the Contract. If there is a conflict between below project specifications the Agreement between Owner and Contractor, General Provisions, and Supplementary provisions, the latter shall control.

PROJECT SPECIFICATIONS

The following special provisions and all addenda issued supplement or modify the 2023 Idaho Transportation Department Standard Specifications for Highway Construction: 2024 Supplemental for the Idaho Transportation Department 2023 Standard Specifications for Highway Construction, 2020 Quality Assurance (QA) Manual (10/19), 2024 Buy America Insert (4/9/2024), 2023 Quality Assurance Special Provision for State Acceptance (12/07/2023), 2024 Special Provision for 405 Superpave Hot Mix Asphalt (11/29/2023), April 2024 Standard Drawings, Title VI Special Provisions; FHWA-1273 Federal Aid Required Contract Provisions, General Wage Decision ID240091.

SOURCE IDENTIFICATION

Designated source(s). Designated source(s) are not identified for this contract/project.

Contractor provided sources. Provide an approved source(s) for all materials to be embanked or processed for placement. Department owned or controlled sources will not be allowed for this contract.

Cost. Assume all costs incurred in obtaining approvals for use of source(s).

CONTRACT TIME

Work will not start earlier than March 1, 2025 or later than May 1, 2025 and must be completed within 44 working days.

Once started, work must continuously progress until completion.

LIQUIDATED DAMAGES

Liquidated Damages. The amount of liquidated damages for failure to complete the work on time will be $2000 per day.

Liquidated damages provision does not waive the Department's right to seek other remedies for a breach of contract by the awarded Contractor.

DBE PROGRAM REQUIREMENTS 10/2021

For bidding purposes, the Contractor must comply with the DBE program requirement of 0%. Upon award, the approved percentage % on the ITD-2396 DBE Commitments form becomes contractual and failure to comply is a breach of contract. Any change to this contractual commitment during the administration of the contract must be coordinated through the Office of Civil Rights.

Whenever the Engineer determines, after investigating and obtaining evidence the Contractor has not complied with the DBE program requirement, the Engineer will take corrective action. Refer to the Department's Standard Specifications for Highway Construction, Section 110, Civil Rights.

The Contractor, sub recipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate (e.g., withholding monthly progress payments, assessing sanctions, liquidated damages, disqualifying the Contractor from future bidding as non-responsible).

For additional DBE Program information see the Department's DBE program requirements located at: https://itd.idaho.gov/civilrights/

COMMUNICATION PROTOCOL DURING CONSTRUCTION BIDDING 11/2023

During the advertisement period, prospective Contractors/Bidders will address all questions to the Design Construction (Resident) Engineer shown on the Notice of Letting. After the Bid Opening and through Contract Award, all communications between the Department and the Contractor/Bidder, and any unsuccessful bidders, will be through the State Design Engineer at 208.334.8502. The Department will be unable to share any information related to bid submittals or pending Department decisions during this time. After the Contract Award, all communications between the Department and the Contractor will be through the Design Construction (Resident) Engineer.

CONSULTANT CONFLICT OF INTEREST

The Consultant and sub-consultants, as the designers of this project, agree that no one in their firms will perform any services for the contractor on the construction of this project.

The following Consultants worked on the design of this project:

Keller Associates, Inc., and Bionomics Environmental

EMPLOYMENT AGENCY 01/2023

To find the nearest employment office, visit https://www.labor.idaho.gov/dnn/Local-Office-Directory.

ENVIRONMENTAL REQUIREMENT – POLLINATOR PROTECTION

Implement the following Best Management Practices to support pollinators and pollinator habitat along roadside corridors:

- Protect Existing Habitat: Protect existing stands of native vegetation. Ground disturbing activities will be limited only to those areas deemed necessary for the construction of the project. Disturbing existing areas of native vegetation purely for the convenience of the contractor is prohibited.
- Herbicide Use: Reduce the risk of herbicide exposure to pollinators by:
  (1) Eliminating or reducing herbicide exposure to pollinators by first utilizing non-chemical (manual) methods to eliminate noxious and undesirable weeds.
  (2) If herbicide use is necessary, spot treat specific weeds with selective herbicides that do not leave residuals in the soil.
  (3) Treat weeds before they flower, to avoid spraying when pollinators are present.
  (4) Avoid spray application if winds are above 10 mph.

ENVIRONMENTAL REQUIREMENT-MIGRATORY BIRD PROTECTION ACT COMPLIANCE

Work Window Restriction:

No clearing or removal of vegetation and trees is allowed between April 1st and August 15th unless work is approved by the Engineer. To request approval, submit a survey that verifies the absence of Migratory Birds. The survey shall be:

a. Completed immediately prior to ground disturbing, bridge removal or tree removal activities.

b. Covers an area or work activity including a 50' buffer.

Initial survey work is incidental to the contract.

ENVIRONMENTAL REQUIREMENT – WETLAND PROTECTION

Wetlands are present within the project area. Non-compliance with the Clean Water Act may result in enforcement action by federal regulatory agencies. Disturbances to wetland areas not specifically designated on the plans are strictly prohibited. Discharge of pollutants (including sediments) to the wetland or adjacent riparian area is strictly prohibited.

Comply with the following conditions to minimize effects to wetlands:

- This project will require an IPDES Construction General Permit. Develop and implement a SWPPP.
- Employ best practices and direct controls to minimize the growth and spread of noxious and nuisance weeds during construction.
- Flag wetlands for avoidance during construction.

EPA NOTIFICATION REQUIREMENT FOR DEMOLITION

File the appropriate notification with the EPA Region 10 NESHAP Coordinator at least 10 calendar days before beginning the removal operation.

https://www2.deq.idaho.gov/admin/LEIA/api/document/download/5520

Mail to:

Asbestos NESHAP Coordinator
US EPA, Region 10 (20-C04)
1200 Sixth Ave., Suite 155
Seattle, WA 98101

Completing the EPA notification form and submittal and the NESHAP survey are considered incidental to 203-020A Rem of Bridge and no other payment will be made.

If asbestos is present, comply with all NESHAP and AHERA regulations and OSHA standards. This work is paid for under S203-10A Contingency Amount Hazardous Mat Rem & Disposal.

GENERAL WAGE DECISION 01/2018

Upon written request 10 calendar days before the bid opening date, the Department will provide a missing job classification, wage rate, and fringe benefit rate as outlined on FHWA-1273 IV.1.b to all plan holders as addenda.

HMA PAVEMENT

The Contractor is informed that SuperPave HMA placement may not be possible through the required Completion Date of this contract due to inclement weather. The requirements outlined in ITD Specification Section 405 will not be waived or relaxed as a result of late season paving and impacts due to weather. If the Contractors operations take SuperPave placement into out of specification paving weather, a temporary pavement will be placed at a depth of no less than 0.15' until weather allows in the spring to place the SuperPave surface within specification required conditions at no additional cost to the project. Placement, removal, traffic control, and any rework required as a result of the use of Temporary Pavement will be the responsibility of the Contractor and will be considered incidental to project 405 item.

IDAHO IMPLEMENTATION OF AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE, 2ND EDITION (2016)

The following safety hardware must meet AASHTO 2016 MASH criteria, ITD's Standard Drawings, and if the hardware is a proprietary product, it must be approved on ITD's Qualified Product List (QPL) for new permanent installations and full replacements:

- W-beam
- Cast-in-place concrete barriers
- W-beam tangent terminals and buried-in-backslope terminals
- W-beam flared terminals and terminals installed on a flare
- Crash cushions

- Transitions
- Permanently installed portable barriers
- Bridge rails
- Cable barriers
- Cable barrier terminals

The following safety hardware may be MASH 2009/2016 or NCHRP 350 compliant for new permanent installations and full replacements:

- Double-sided or median terminals
- Sign supports
- All other breakaway hardware

For projects utilizing December 2018 Standard Drawings release or earlier, replace the 612 series sheets with the 612 series from the latest Standard Drawings release.

Temporary work zone devices (including portable barriers, truck- and trailer-mounted attenuators, portable changeable message signs (PCMS), temporary traffic signals, and camera trailers) manufactured after December 31, 2019, must have been successfully tested to the 2016 edition of MASH. Such devices manufactured on or before this date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

PLANT CONTROL CHARTS

As noted in ITD Standard Specification Section 405.03, plant control charts will be a required submittal. These submittals must include mix design inputs, and actual aggregate and additive weights as recorded by automated, or staff recorded logs.

STORMWATER CONTROLS

A rainfall erosivity factor of less than 5.0 has been calculated for your site and period of construction. Complete and submit EPA's Low Erosivity Waiver form to the EPA.

TOPSOIL RETENTION

Remove existing topsoil and stockpile for reuse on finished slopes. Topsoil retention is considered incidental to the 201-005A Clearing & Grubbing bid item. Do not stockpile on top of existing vegetated areas to be retained and protected. Do not remove organic debris/material from topsoil.

UTILITY COORDINATOR PROVIDED BY THE CONTRACTOR 01/2018

Provide an individual whose primary responsibility is to coordinate the work with each utility company and the railroad company that will or may affect the utility company's or railroad company's property, facilities, or operations. Ensure this individual is readily available by telephone whenever there is work being done by the Contractor, subcontractor, lower-tier subcontractor, utility company, or railroad company.

The Department will not make separate payments for coordinating the work that affects each utility company's or railroad company's property, facilities, or operations. This work coordination is incidental and included in the ground disturbing construction contract pay items.

Ensure this individual is responsible for the following activities and makes documents generated by these activities available to the Contractor, utility company, railroad company, and the Engineer:

1. Maintaining and posting a list of emergency telephone numbers for the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer.
2. Notifying the Contractor and its subcontractors (including lower-tier subcontractors), each utility company, railroad company, and the Engineer of a method, including telephone number, to contact the utility coordination individual. An alternate contact person with a telephone number will be provided for situations when the utility coordination individual is not available.
3. Maintaining and documenting in writing all instructions, general discussions, or meetings notes that involve work on each utility company's or railroad company property or facilities or work which has or may affect the utility or railroad operations.
4. Maintaining and documenting in written or printed format the proposed and actual time schedules of work on utility or railroad property or facilities. Time schedules are to show the Contractor and its subcontractor (including lower-tier subcontractors), and each utility company or railroad company activities.
5. Maintaining and documenting in writing a diary of work each day that involves utility or railroad property and facilities, and any work that has or may affect the utility or railroad operations.
6. Coordinating with each utility company and the Engineer to resolve utility conflict and for any needed change orders to address utility conflicts.

MODIFY THE STANDARD SPECIFICATIONS AS FOLLOWS

ON PAGE 19, SUBSECTION 101.04 - DEFINITIONS

Delete the following under Working Day.:

4. Days during December, January, and February.

ON PAGE 28, SUBSECTION 104.01.B. – CONSTRUCTION PARTNERING

Delete the entire section.

ON PAGE 36, SUBSECTION 105.04 – COORDINATION OF CONTRACT DOCUMENTS 04/2024

Delete items 7 through 12 and add the following:

7. Buy America Insert
8. Quality Assurance (QA) Manual Supplementals
9. Standard Supplementals

10. Standard Specifications
11. Standard Drawings
12. QA Manual
13. Electronic Files (if specified as part of the contract)

ON PAGE 37, SUBSECTION 105.07 – UTILITY FACILITIES 11/2023

Add the following to the end of the subsection:

The district traffic signal electrician can be reached at (208) 239-3329.

The following utility companies have facilities within the project limits:

Cable One/Sparklight
Ryan Charles
208-234-9250
208-589-3501 cell
Ryan.charles@sparklight.biz
Retain and protect.

Centurylink/Lumen
Brett McKinney
986-200-4075
208-954-1640 cell
Brett.mckinney@lumen.com
Retain and protect.

City of Pocatello
Merrill Quayle
208-234-6228
208-681-9228 cell
mquayle@pocatello.us
The city of Pocatello has a water line used for irrigation with a backflow preventor and valves that need to be relocated with the project. Coordinate relocation with the city.

Direct Communications
Tyler Gilbert
208-945-8056
208-241-4577 cell
tyler@directcom.com
Retain and protect.

Idaho Power
R. Brack Judy, PMP
208-388-6047
208-861-4715 cell
bjudy2@idahopower.com

Idaho Power will relocate a power pole on the north side of Monte Vista to a new location outside the pathway construction limits at project expense during construction. Coordinate the relocation with Idaho Power. Retain and protect all other Idaho Power facilities.

Intermountain Gas
Phil Colborn
208-637-6431
208-220-5929 cell
Phillip.colborn@intgas.com
Retain and protect.

Syringa Networks
GIS Team
800-454-7214
Gis@syringanetworks.net
Retain and protect.

ON PAGE 82, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.2, add the following after the first full sentence:

Research within the project limits in the MCPD for survey monuments within the work zone to determine the possible existence of survey monuments to preserve and protect or to be reestablished after construction. Document that this research has been completed.

ON PAGE 84, SUBSECTION 107.19 – SURVEY MONUMENT PRESERVATION

Under subsection 107.19.9.g., add the following at the end of the subsection:

The provisions of Section 107.08 will apply.

ON PAGE 87, SUBSECTION 108.01 - SUBLETTING OF CONTRACT 05/2023

Delete the second sentence and substitute the following:

If the Engineer consents to subletting a portion of the work, the Contractor will use its own organization to perform work amounting to at least 30 percent of the original contract amount.

ON PAGE 112, SUBSECTION 109.05 – PARTIAL PAYMENT MOD LHTAC

In the second sentence of the first paragraph delete “at least”.

Delete the 3rd sentence in the first paragraph.

ON PAGE 517, SUBSECTION 621.01 – DESCRIPTION 04/2023

Add the following after first paragraph:

Seed all disturbed areas on the project site, including fore slopes and backslopes.

ON PAGE 517, SUBSECTION 621.01 – DESCRIPTION 04/2023

Add the following to section 621.01 after the second paragraph:

Seedbed Preparation	1.29 acres
Seeding	1.29 acres
Mulching	1.29 acres
Mulch Anchoring (Tackifier)	1.29 acres
Fertilizing	1.29 acres

ON PAGE 517, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS 04/2023

Add the following before the first paragraph of 621.03.A:

Seed between March 15 and June 1, or as directed.

ON PAGE 518, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS 04/2023

Add the following after fourth paragraph of 621.03.C:

Apply Sustane concentrated compost (fertilizer), Biosol Forte, or other approved soil amendment product listed on the QPL at the manufacturer's recommended rate for the site and soil conditions of the seeded area on the project site.

ON PAGE 519, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS 04/2023

Add the following at the end of subsection 621.03.D:

Use the following seed mix on fore slopes and backslopes.

Grass Species Mix	Pounds Pure Live Seed/Acre
• Western Yarrow (ACMIL)	0.25 lbs
• Blanket Flower (GAAR)	0.25 lbs
• Munroe's Globemallow (SPMU2)	0.25 lbs
• Utah Sweetvetch (HEBO)	0.50 lbs
• Rocky Mountain Penstemon (PEST2)	0.25 lbs
• Slender Wheatgrass (ELTR7)	4 lbs
• Hard Fescue (FEOUO)	2.5 lbs
• Bluebunch Wheatgrass (PSSPS)	8 lbs
• Thickspike Wheatgrass (ELLAL)	8 lbs
	TOTAL: 24 lbs/acre

Delete the third paragraph of Part D and substitute the following:

Furnish seed according to subsection 711.05.

ON PAGE 521, SUBSECTION 621.03 – CONSTRUCTION REQUIREMENTS 04/2023

Add the following after the first paragraph of section 621.03.E:

Apply tackifier, mulch plus tackifier, or mulch mixture in a separate application after the seeding, soil amendment, and/or fertilizer has been placed.

Add the following at end of section 621.03.E1:

Apply mulch (Type of Mulch - Straw, Grass Hay, or Wood Fiber) on Fore slopes and Backslopes.

Add the following at the end of section 621.03.E2.b:

Apply tackifier on Fore slopes and Backslope.

If seeding is performed between May 1st and October 14th, watering is considered incidental to seeding and the cost thereof included in the contract unit price for seeding.

ON PAGE 597, SUBSECTION 657.01 – DESCRIPTION

Delete this section and replace with the following:

Provide and install the foundation only for the Rectangular Rapid Flashing Beacons (RRFB) shown in the plans. Install foundation in accordance with ITD Standard Drawing 656-3 Mastarm Signal Pole and Pedestrian Pole Foundation Details for foundation type A. The city will provide and install the remaining components including the pole, beacon, solar power supply, and controller. Place and tighten anchor nuts and washers on anchor bolts to protect the threads of the anchor bolts until poles are installed.

ON PAGE 678, SUBSECTION 711.05 - SEED

Delete this subsection and substitute the following:

711.05 – Seed. Provide seed with a minimum of three eco-regional native plant species that has been collected or harvested within 2 years of the targeted seeding date. Provide all seed in pure live seed (PLS) unless otherwise directed.

Ensure each bag or container of individual seed species has labeling indicating seed classification (genus and species), lot number, purity, germination, percentage of weeds found, percentage of noxious weeds found, and test date.

For certified or non-certified seed:

1. Noxious weed seeds prohibited.
2. Less than 1 percent by weight weed seeds including restricted noxious weed seed.
3. Less than 3 percent by weight of allowable cheat, chess, or downy brome seed.

To obtain the PLS rating, use this formula:

PLS rating = (purity %) x (germination %)/ 100

To obtain the bulk seed needed:

Bulk pounds of seed needed per acre = (PLS lb/acre required)/ PLS rating

A. Approval. The Engineer will verify that all seed test results are valid and comply with certification tags for each species before approval. Once approved, deliver seed to the project site unopened, in original and individually packaged bags or containers according to species type (i.e. one species per bag or container). If seed is received in opened packages, packages without certification tags, or packages or containers containing multiple species, the seed will not be approved for use.

B. Randon Sampling. The Engineer may conduct random onsite sampling to verify species, purity percentage, germination percentage, and restricted and prohibited noxious weed seeds. The Engineer will weigh seed according to size, approximately 125-gram samples of mostly native seed (550-gram samples of grain or similar size seed) from unblended and individually packaged seed containers of each species. Samples will be submitted to the ISDA for analysis and verification. The Engineer will reject seed not meeting specifications. Do not plant until the seed is accepted and the application method is approved. Measure and mix individual unopened seed packages onsite in the Engineer's presence at the specified proportions.

SPECIAL PROVISION PAY ITEMS

S501-15A – RETAINING WALL

Description. Design and install gravity concrete block retaining wall.

Materials.

A. General. Arrange to purchase or manufacture the necessary components for the selected pre-approved wall system from the following supplier list or approved equals. Use only one type of wall in the project unless indicated otherwise in the design.

Wall System	Manufacturer or Supplier
REDI-ROCK Limestone texture	Cougar Mountain Redi-Rock 2215 E. Brooklyn Ave. PO Box 1836 Spokane, WA 99217 Phone: 509-325-4573
ULTRABLOCK WALLS Quarrystone texture	Ultrablock, Inc 815 NE 172nd Ave. Vancouver, WA 98684 (800) 377 3877
VERTI-BLOCK Cut Sandstone texture	Verti Block, Verti-Crete LLC 16120 S Pony Express Road Bluffdale, UT 84065 (801) 571-2028 sales@verti-crete.com

Provide a Certificate of Compliance in accordance with 106.04 of the *Standard Specifications* certifying that the materials comply with the applicable specifications. Provide manufacturer's certifications for all materials before starting wall construction. Obtain written approval from the Engineer for non-specified materials or material from sources not listed in the contract documents.

B. Concrete Block Requirements. Provide Class 30A Concrete that complies with 502 of the *Standard Specifications*, except as modified in this Special Provision. Obtain Engineer approval before using retarding or accelerating agents, or additive containing chloride.

a. Submittal: Prior to pre-casting, submit for approval concrete mix design, aggregate test results for Alkali-silica reaction, block facing texture, block layout and profile drawings, and block shapes.

b. Testing and Inspection: The Engineer will determine acceptability of the precast concrete block units on the basis of compressive strength tests and visual inspection. The Engineer will consider precast units acceptable before 28 days if strength has reached the 28-day specified value. The Contractor or supplier must furnish facilities and perform necessary sampling and testing in an expeditious and satisfactory manner. The Department will consider concrete blocks utilizing Type I, II, or IL cement acceptable for placement in the wall when initial strengths (as defined in paragraph (d) of this Special Provision) exceed 85 percent of 28-day strength requirements. The Department will consider blocks utilizing Type III cement acceptable for placement in the wall before 28 days only when compressive strength exceeds the 28-day strength requirement.

c. Concrete Finish: Unless indicated otherwise, provide block units with concrete facing texture as specified in the above table.

d. Tolerances: Manufacture concrete block units within the following tolerances:

i. Dimension within $^{3}/_{16}$ inch for block height.

ii. Dimension within ½ inch for block width, unless field cut for fitting purposed.

iii. The block depths shall be at least equal to the design depths shown in the shop drawings.

e. Rejection: In addition to the preceding paragraphs, the engineer may reject a block or lot with any of the following defects:

i. Defects that indicate imperfect molding.

ii. Defects that indicate honeycombed or open texture concrete.

iii. Cracked or chipped blocks.

iv. Front-block color variation due to excess form oil or other reasons.

f. Handling, Storage and Shipping: Handle units with care to eliminate chipping and fractures.

C. Leveling Pad. Provide a gravel or non-reinforced concrete leveling pad consisting of aggregate untreated base as needed.

D. Drainage Rock. Provide Rock Cap Type II or III or Pea Gravel in accordance with 703.08 or 703.09. The following tests are not required for this material use: R-Value, Los Angeles Abrasion, Flat & Elongated, and Fractured Face.

E. Drainage Geotextile. Provide Drainage Geotextile in accordance with 718.05.

F. Perforated Drainage Pipe. Provide single wall high density corrugated polyethylene pipe for use in gravity-flow applications meeting AASHTO M252, Type C or CP with four ¾" perforated holes specifically designed for drainage.

G. Backfill. Backfill with excavated soils.

Construction Requirements.

A. General. Ensure a field technical representative from the proprietary wall system to be on site for at least 1 day at the beginning of the initial wall erection and available during the erection of the remaining wall to assist the Contractor and Engineer. The field representative must have been involved in successful construction of at least three of the same walls with sizes and complexity similar to the walls of this project in the last five years. The Department considers the cost of field representative services to be incidental to the wall cost.

B. Wall Excavation. Excavate the wall in accordance with 210 of the *Standard Specifications* and as shown on the plans.

C. Foundation Preparation. Grade the foundation for the structure level for a width equal to or exceeding the depth of the bottom blocks or as shown on the plans. Before wall construction, compact the foundation, if not in rock, as directed by the Engineer. Remove and replace foundation soils found to be unsuitable as directed by the Engineer.

D. Wall Erection. Place concrete block units in their final position as shown on the design drawings. Handle and place concrete block units by work force or lifting devices. Place concrete block units in successive horizontal lifts in the sequence shown on the design drawings as backfill placement and compaction proceeds. Place backfill material behind the block units while maintaining the facing in the desired position with temporary wedges or bracing in accordance with the wall supplier's recommendations. Ensure vertical tolerances and horizontal alignment tolerances along the wall line for segmental concrete blocks are within ¾ inch when measured with a 10-foot straight edge. Ensure the maximum offset in any block unit joint is ¾ inch. Check the position and tolerances of each concrete block unit row before erection of the next row. Should any block units be out of tolerance, remove the fill, and reset block units to their proper position.

   Remove and reconstruct walls or wall portions constructed outside the tolerances in this Special Provision, wall with negative batter (batter in excess of vertical away from the wall), or if the batter becomes negative during construction. The Department will not make additional payment for this work.

E. Backfill Placement. Closely follow each erection course of concrete block units with backfill placement. Place backfill in 12-inch lifts or less. Place backfill so as to avoid damage or misalignment of the facing elements. Remove and replace wall materials that become damaged or disturbed during backfill placement or correct as directed by the Engineer at no additional cost to the Department. Correct misalignment or distortion of the wall facing elements due to work not associated with this Special Provision as directed by the Engineer at no additional cost to the Department.

Ensure lift thickness after compaction is 12-inches or less. Decrease this lift thickness, if necessary, to obtain the specified density. Compact backfill with the compactor running parallel to the wall face.

The block wall backfill should be compacted to Class A compaction requirements. Over compaction must be avoided since increased compactive efforts will result in lateral pressures higher than those anticipated. Heavy compaction equipment or other construction loads must not be allowed within 3 feet of the structure's walls unless included in the structural design. Only light hand operated compaction equipment will be utilized within 3 feet of the backfilled walls and fill lift thicknesses may be reduced. Do not place backfill materials when they are frozen. Do not place backfill materials on snow cover or frozen materials.

Achieve compaction within 3 ft. behind the wall by at least five passes, or as directed, of a lightweight mechanical tamper, roller, or a vibratory system.

At the end of each day's operation, slope the backfill away from the wall face to direct surface runoff away from the wall. In addition, do not allow surface runoff from adjacent areas to enter the wall construction site.

Method of Measurement. The Engineer will measure acceptably completed work by square foot from the top of the bottom of the buried block (top of leveling pad) to the top of the top block units and wall length using plan quantity as specified in 109.01B.

Basis of Payment. The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
Retaining Wall, Gravity Concrete Block	SF

Leveling pad aggregate, rock cap or pea gravel material, drainage geotextile, and perforated drainage pipe will not be measured separately, and the cost is included in the contract unit price for this item. The Department considers structural excavation and compacting backfill as incidental and included in the unit price of this item.

S900-50A CONTINGENCY AMOUNT - MISCELLANEOUS WORK

Description. Use for minor work or material not specified in the project documents that is necessary to the work as directed by the Engineer.

Materials. Provide material as directed by the Engineer and in accordance with the ITD Standard Specifications.

Construction Requirements. Complete construction as directed by the Engineer and in accordance with the ITD Standard Specifications.

Method of Measurement. The Engineer will measure acceptably completed work by the Contingency Amount (CA).

Basis of Payment. The Department will pay for the accepted quantities using established contract unit prices, negotiated prices, or by force account according to Subsection 109.03.C.5 Force Account.

Pay Item	Pay Unit
Contingency Amount - Miscellaneous Work	CA

S901-05A SP – BOLLARD

Description. Furnish and install bollards at the locations shown on the plans or as directed.

Materials.

Posts and Hardware: Bollard posts will be removable and lockable. Use black powder coated metal with a 2.5" x 0.188" square tubing foot per Section 504. Post will be 36 inches high and 8 inches wide to provide a visual barrier and discourage vehicle entry.

Concrete Footing: Footings will be constructed using concrete Class 30 per Section 509. Footing will have 3" x 0.188" square metal tube sleeve in the center per Section 504. Use 3/8" Stainless Steel chain with padlock to secure post to foundation. Place drain rock per Section 606 as shown in detail. Coordinate with Pocatello Parks and Recreation for type of padlock desired.

Construction Requirements. Construct bollards in accordance with the plans and details. Bollards may not vary more than 1/2 inch in 36 inches from a vertical plane in either direction.

Method of Measurement. The Engineer will measure acceptably completed work by each bollard installed.

Basis of Payment. The Department will pay for accepted quantities at the contract unit price as follows:

Pay Item	Pay Unit
SP – Bollard	Each

Structural excavation and compacting backfill will not be measured separately. They are incidental and the cost included in the contract unit price for this item.

THE FOLLOWING ARE MODIFICATIONS TO THE QASP SA 10/21/2019 TO CORRECT AN ERROR IN THE FORMULA

ON SHEET 6 OF 15 QASP SA (10/21/2019) – 106.03.B.1.e QUALITY LEVEL ANALYSIS/STATISTICAL ANALYSIS

Delete and replace with:

$$A = \text{Maximum } \left[0,\ 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)}\right]$$

$$X = \text{Maximum } \left[0,\ 0.5 - Q_U \times \frac{n^{0.5}}{2(n-1)}\right]$$

ON SHEET 6 OF 15 QASP SA (10/21/2019) – 106.03.B.1.f QUALITY LEVEL ANALYSIS/STATISTICAL ANALYSIS

Delete and replace with:

$$A = \text{Maximum } \left[0,\ 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)}\right]$$

$$X = \text{Maximum } \left[0,\ 0.5 - Q_L \times \frac{n^{0.5}}{2(n-1)}\right]$$

END OF SECTION 20 00 00

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City of

POCATELLO, IDAHO

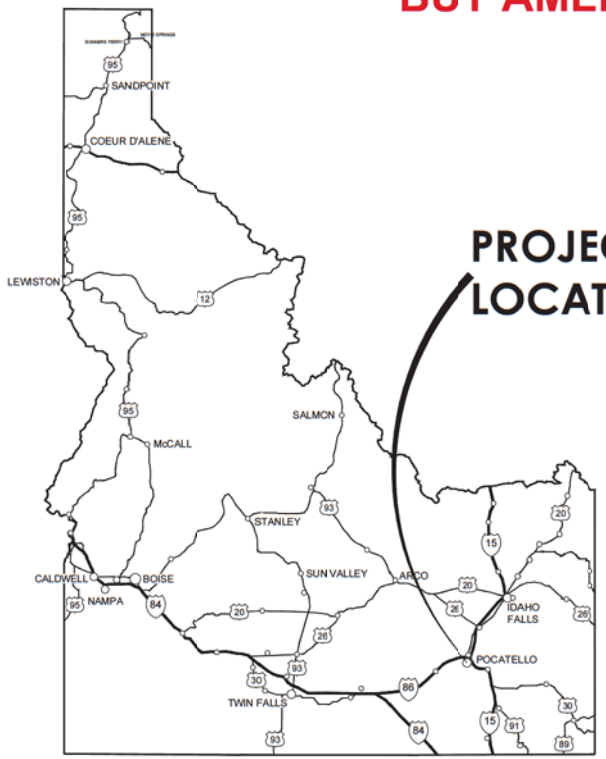
PORTNEUF GREENWAY

MONTE VISTA TO POCATELLO CREEK ROAD

KEY NO. 23697

BANNOCK COUNTY
FEBRUARY 2025

BUY AMERICA AND DAVIS BACON WAGES APPLY



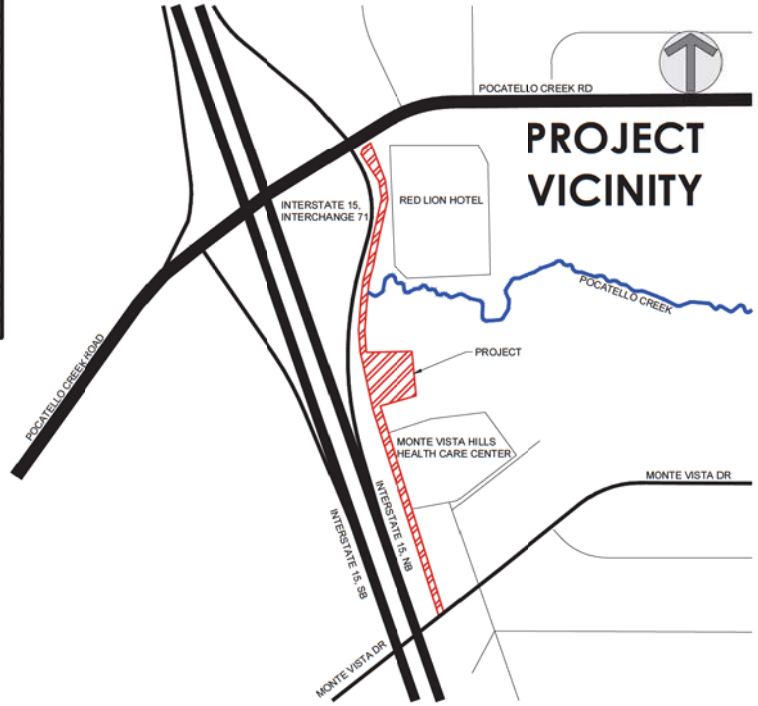
A1 LOCATION MAP
N.T.S.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-001	TITLE SHEET
C-002	PROJECT CLEARANCE SUMMARY
C-003	CIVIL SYMBOLS & LINE LEGEND
C-004	CULVERT PIPE SUMMARY
V-100	SURVEY CONTROL
V-200	MONUMENT PERPETUATION
C-010	PROJECT OVERVIEW
C-021 - C-025	TYPICAL SECTIONS
C-101 - C-106	PATHWAY PLAN AND PROFILE
C-111	MONTE VISTA CROSSING
C-112	POCATELLO CREEK ROAD CURB RAMP
C-121 - C-126	RETAINING WALL PLAN AND PROFILE
C-201	UTILITY PLAN
C-301 - C-303	STORM PLAN
C-311 - C-312	DRAINAGE PIPE PROFILE
C-501 - C-502	DETAILS
C-601	TEMPORARY TRAFFIC CONTROL PLAN
C-701 - C-703	EROSION & SEDIMENT CONTROL PLAN

OWNER
CITY OF POCATELLO
911 N 7TH AVE.
POCATELLO, ID 83201
CONTACT: MERRIL QUAYLE
PHONE: 208-234-6582

CIVIL ENGINEER
KELLER ASSOCIATES, INC.
305 N 3RD AVE., SUITE A
POCATELLO, ID 83201
CONTACT: PIPER GUTRIDGE
PHONE: 208-238-2146
CONTACT: JAKE POULSEN
PHONE: 208-238-2146

811 Know what's below. Call before you dig. 800.342.1585



A3 VICINITY MAP
N.T.S.

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

PIPER A. GUTRIDGE 21932 12/12/2025 STATE OF IDAHO

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TITLE SHEET

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.
1-1/2 Inches

PROJECT NO. 23697 | PAGE 1

SHEET NO. C-001

J:\23697\06-ITEM\02-PL-POCATELLO_23697 MONTE VISTA TO POR PATHWAY\C_DESIGN\C_CAD\1_DESIGN\D_PLANS\102306-C-001 TITLE SHEET.DWG | LAST SAVED: 2/11/2025, 10:02 AM | PRINTED: 2/12/2025 2:33 PM

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CLEARANCES

	+ CLEARED UNDER PROJECT NO.	+ APPROVAL DATE
PROJECT STANDARDS		
CONCEPT APPROVAL ☒ AASHTO ☐ 3R ☐ 1R ☐ STATE	A023(697)	
☐ PM ☐ OTHER		
DESIGN EXCEPTIONS:	N/A	
PUBLIC HEARING WAIVER	A023(697)	
PUBLIC HEARING DATE (Latest hearing date held or scheduled for opportunity)	N/A	
DESIGN APPROVAL	A023(697)	
RECLAMATION PLAN APPROVAL NO(S)	N/A	
AIRPORT	N/A	
Land Survey Monument Search and Documentation (I.C.55-1613)	A023(697)	
R/W CERTIFICATE: Issued by ☐ HQ ☐ DISTRICT	A023(697)	++
TRIBAL LANDS: ☐ AGREEMENT REQUIRED ☐ SPECIAL PROVISIONS FOR CONTRACT PROFOSAL	N/A	
BRIDGE PS & E	N/A	
ENVIRONMENTAL DECISION: TYPE ☒ CAT-EX ☐ FONSI ☐ ROD	A023(697)	
ENVIRONMENTAL RE-EVALUATION	A023(697)	

PERMITS

			+ EXPIRATION DATE
IDAHO DEPARTMENT OF WATER RESOURCES PERMIT NO(S)			
US ARMY CORPS OF ENGINEERS 404 PERMIT NO(S)			
OTHER FLOODPLAIN DEVELOPMENT PERMIT	A023(697)	10-03-2024	N/A
DEQ SECTION 401 WATER QUALITY CERTIFICATION ☐ YES ☒ NO			
NPDES GENERAL PERMIT/SWPPP REQUIRED: ☒ YES ☐ NO			
EROSION AND SEDIMENT CONTROL PLAN REQUIRED ☒ YES ☐ NO			

AGREEMENTS (List Appropriate Name)

LOCAL: CITY EASEMENT	A023(697)	02-05-2024	
COUNTY	N/A		
HIGHWAY DISTRICT	N/A		
ROAD CLOSURE AND MAINTENANCE	N/A		
STATE/LOCAL CONSTRUCTION CITY OF POCATELLO	A023(697)	++	
IRRIGATION DISTRICT(S): Crossing Agreement Required ☐ YES ☒ NO (Signatures Required on either Structure Drawing or Bridge Sheet)			

UTILITIES: List all Utilities shown on plans	RETAIN & PROTECT	+ APPROVAL DATES: UTILITY HEARING WAIVER	+ APPROVAL DATES: AGREEMENT	+ AGREEMENT NO.
Co. CABLE ONE	☒	09-16-2024		
Co. CENTURYLINK	☒	07-30-2024		
Co. CITY OF POCATELLO	☒	N/A		
Co. DIRECT COMMUNICATIONS	☒	10-21-2024		
Co. IDAHO POWER	☒	08-29-2024		
Co. INTERMOUNTAIN GAS	☒	07-25-2024		
Co. SYRINGA NETWORKS	☒	08-01-2024		

RAILROAD List all Railroads encroached upon	+ AGREEMENT FOR	+ AGREEMENT EFFECTIVE DATE	+ AGREEMENT NO.
Co.			
Co.			

ESTIMATING BASIS

PLANT MIX PAVEMENT
SUPERPAVE HOT MIX ASPHALT, CLASS SP-2 (405) AT 150 LBS/CF, INCLUDING PG 58-28 ASPHALT AND ADDITIVES

AGGREGATE
AGGREGATE FOR BASE, ¾ INCH TYPE B AT 145 LBS/CF

DUST ABATEMENT
BASED ON 0.5 FT OF WATER OVER DISTURBED SURFACE.

+ ENTER "N/A" WHEN NOT APPLICABLE

++ LPA PROJECTS - DATE ENTERED BY ROADWAY DESIGN WHEN PROJECT SENT TO PS&E.

KELLER ASSOCIATES
505 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Gutridge 21932 3/31/2025 RYAN A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PROJECT CLEARANCE SUMMARY

DRAWN: PAG CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 23697 PAGE 2

SHEET NO. C-002

J:\23206 ITD\002, DS, POCATELLO, 23697 MONTE VISTA TO POCI PATHWAY\C, DESIGN_CAD\3_DESIGN\D_PLANS 1\23206 C 002 PROJ CLEAR.DWG LAST SAVED: 2/13/2025 2:31 PM PRINTED: 2/13/2025 2:33 PM

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EXISTING TOPOGRAPHY

- 2460 — TOPOGRAPHIC CONTOUR
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- CURB & GUTTER, SIDEWALK & DROP INLET
- GENERIC GATE / SWING GATE — FENCE (BARBED WIRE OR OTHER WITH GATES)
- SLIDER GATE — FENCE (CHAINLINK WITH GATE)
- DITCH FLOWLINE
- TP-31 — TEST PIT
- SIGN
- WETLANDS
- FLOODWAY

PROPERTY & CONTROL

- CP #203 — SURVEY CONTROL POINT
- BM-#1 — BENCHMARK
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN
- SET 5/8"STEEL PIN W/CAP
- FOUND 1/2" STEEL PIN
- SET 1/2"STEEL PIN W/CAP
- FOUND PK NAIL
- SET PK NAIL
- CALCULATED POINT
- WC — WITNESS CORNER
- EASEMENT - UTILITY
- EASEMENT - TEMPORARY
- EASEMENT - SETBACK
- PROJECT BOUNDARY
- PROPERTY LINES
- SECTION LINES
- PRESCRIPTIVE RIGHT OF WAY
- DEDICATED RIGHT OF WAY
- ( ) DATA OF RECORD
- 6 / 7 — QUARTER SECTION - NOT FOUND
- 5 — CENTER SECTION
- 5 6 7 8 — SECTION CORNER - FOUND

EXISTING UTILITY

- WATERLINE & VALVE
- SANITARY SEWER LINE & MANHOLE
- SANITARY SEWER SERVICE & CLEANOUT
- PRESSURE SEWER LINE & VALVE VAULT
- STORM DRAIN LINE & MANHOLE
- PRESSURE IRRIGATION & VALVE
- GRAVITY IRRIGATION & MANHOLE
- PP — OVERHEAD POWER LINE & POWER POLE
- UNDERGROUND POWER LINE
- SIGNAL POLE
- LIGHT POLE
- NATURAL GAS LINE
- FIBER OPTIC LINE
- TR — TELEPHONE LINE & RISER
- TV — CABLE LINE & RISER

PROPOSED GRADING

- 2457 — TOPOGRAPHIC CONTOUR
- RIDGELINE
- 1.50% — DRAINAGE ARROW & SLOPE
- X 57.73 — SPOT ELEVATION
- SWALE FLOWLINE
- DAYLIGHT - CUT LINE
- DAYLIGHT - FILL LINE

PROPOSED DEMOLITION, ABANDONMENT, REMOVAL

- DEMOLITION & REMOVAL
- ABANDON IN PLACE
- REMOVE SURFACE FEATURE
- CLEARING AND GRUBBING

PROPOSED SITE

- BUILDING OR STRUCTURE
- CONCRETE
- ASPHALT
- GRAVEL SURFACE
- GRAVEL SECTION
- RIPRAP

PROPOSED SITE (CONT.)

- GENERIC GATE / SWING GATE / SLIDER GATE — FENCE (BARBED WIRE OR OTHER WITH GATES)
- FENCE (CHAINLINK WITH GATE)
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- SIGN
- 6" VERTICAL CURB, GUTTER, SIDEWALK & INLET
- 6" VERTICAL CUT CURB & GUTTER
- 6" REVERSE CURB & GUTTER
- 6" REVERSE CUT CURB & GUTTER
- IMBEDDED CURB

PROPOSED UTILITY

FITTING TYPES: FLANGED » | MECHANICAL JOINT E

- BEND
- REDUCING TEE
- TEE
- REDUCER
- FLANGE TO MECHANICAL JOINT COUPLING
- CROSS
- CAP W/BLIND FLANGE
- CHECK VALVE
- GATE VALVE
- BUTTERFLY VALVE
- BLOW-OFF VALVE
- RESTRAINED FITTING
- WATER SERVICE LINE & METER
- FIRE HYDRANT
- FIRE LINE
- WATERLINE
- MONITORING WELL
- LOCATION WIRE BOX
- NON-FREEZE YARD HYDRANT
- PRESSURE IRRIGATION, TEE & GATE VALVE
- PRESSURE IRRIGATION SERVICE
- GRAVITY IRRIGATION & STRUCTURE

PROPOSED UTILITY (CONT.)

- SANITARY SEWER & MANHOLE
- SANITARY SEWER SERVICE & CAP
- SANITARY SEWER SERVICE & CLEANOUT
- PRESSURE SEWER & VALVE VAULT
- STORM DRAIN LINE, INLET & CATCH BASIN
- STORM DRAIN LINE & MANHOLE W/ VENTED LID
- JOINT TRENCH IN PROFILE
- CABLE & TELEPHONE RISERS
- JOINT TRENCH & DEVICE
- JUNCTION BOX & DUCT BANK
- GM — NATURAL GAS LINE & METER
- GR — NATURAL GAS LINE & RISER
- NATURAL GAS LINE & VALVE
- UNDERGROUND POWER
- PP — OVERHEAD POWER & POLE
- LIGHT POLE
- TR — TELEPHONE LINE & RISER
- T — FIBER OPTIC LINE & VAULT
- TELEPHONE DATA LINE
- TV — CABLE & TV RISER

KELLER ASSOCIATES
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Pocatello, ID 83201
(208) 238-2146

Registered Professional Engineer
Tyler A. Gutridge
21932
03/12/2025
State of Idaho
TYLER A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

CIVIL SYMBOLS & LINE LEGEND

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 23697 | PAGE 3

SHEET NO. C-003

PRINTED: 2/13/2025 2:33 PM
LAST SAVED: 11/1/2024 6:29 PM
J:\23230\6 ITD\002, DS, POCATELLO, 23697 MONTE VISTA TO PCR PATHWAY\C_DESIGN_CADD\3_DESIGN_PLANS\23230\6 C-003 CIVIL SYMBOLS & LINE LEGEND.DWG

Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D

ITD - 1754 03-2007

STATION	PIPE CULVERT (LENGTH IN FEET) PIPE SIZE (INCHES) 12"	18"	24"	PLASTIC PIPE: RIBBED POLYETHYLENE (PE)	CORRUGATED POLYETHYLENE (PE)	RIBBED POLYVINYL CHLORIDE (PVC)	METAL PIPE: STEEL PIPE: GALVANIZED STEEL	ALUMINIZED STEEL	1/2" CORRUGATION DEPTH THICK. (")	* CORRUGATION LENGTH	COATED	ANNULAR CORR.	HELICAL CORR.	ALUMINUM PIPE: * CORRUGATION DEPTH THICK. (")	* CORRUGATION LENGTH	COATED	ANNULAR CORR.	HELICAL CORR.	CONCRETE PIPE: REINFORCED CLASS	IRRIGATION OR DRAINAGE	TYPE OF BEDDING	RUBBER GASKET JOINTS REQUIRED	FILL HEIGHT FT.	STR. EXC. C.Y.	COMP. BKFILL C.Y.	MINOR STRUCTURES: DRAWING NUMBER	STRUCTURE (MANHOLE TYPE A) EA.	CONCRETE C.Y.	METAL REINF. LBS.	TIMBER MFBM	GRATES EA.	APRONS EA.	INLETS TYPE____ EA.	CATCH BASINS TYPE 3 EA.	REMARKS (INDICATE ELONGATION) (WHEN REQUIRED)
13+08.66	23			X	X		X		0.064										II-V		1,2,3	X					1					1		1	STA. 13+08.66, 6.23' R - STA. 13+17.29, 15.33' L
22+60.52		137		X	X		X		0.064																		1								STA. 22+60.52, 0.00' L - STA. 28+62.72, 17.09' R
24+77.14	27			X	X		X		0.064																									1	STA. 24+77.14, 5.33' L - STA. 24+78.40, 21.39' R
26+33.66	70			X	X		X		0.064																		1					1		2	STA. 26+31.66, 15.59' L - STA. 27+04.32, 0.00' L
28+62.29	14			X	X		X		0.064																							1		1	STA. 28+62.29, 30.49' L - STA. 28+62.72, 17.09' L
28+62.72		68		X	X		X		0.064																		1					1			STA. 28+62.72, 17.09' L - STA. 29+17.72, 35.65' R
30+55.53	5			X	X		X		0.064																										EXTEND AND CLEAN PIPE, MATCH EXISTING
SHEET TOTAL	139	205																									3					4		5	
PROJ. TOTAL	139	205																									3					4		5	

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

CULVERT PIPE SUMMARY

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 23697 | PAGE 4

SHEET NO. C-004

J:\232306 ITD\002, DS, POCATELLO, 23697 MONTE VISTA TO PCTI PATHWAY\C, DESIGN, CADD\3, DESIGNED, PLANS \232306 C-005 CULVERT SUMMARY.DWG LAST SAVED: 2/13/2026 1:39 PM PRINTED: 2/13/2026 2:33 PM

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GRAPHIC SCALE
HORIZ. 0 40 80

GENERAL SHEET NOTES

1. SURVEY COMPLETED BY CITY OF POCATELLO. CONTACT MERRIL QUAYLE AT (208)234-6228 OR MQUAYLE@POCATELLO.GOV
2. IN ACCORDANCE WITH IDAHO CODE 55-1234, THE CONTRACTOR WILL SAVE AND PROTECT ALL PROPERTY CORNERS OR LAND MONUMENTS PLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR. MONUMENTS INCLUDE BUT ARE NOT LIMITED TO, LAND AND PROPERTY MONUMENTS SHOW ON THE PLANS AS PUBLIC SURVEY CORNERS, SUBDIVISION, TRACT, OR OTHER LAND BOUNDARY CORNERS. WHEN SUCH MONUMENTS MAY BE DESTROYED BY CONSTRUCTION, CONTRACTOR WILL HAVE THE MONUMENT REFERENCED UNDER THE DIRECTION OF AN IDAHO REGISTERED PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION. DISTURBED PROPERTY CORNERS AND LAND MONUMENTS WILL BE RE-ESTABLISHED AFTER CONSTRUCTION BY AN IDAHO REGISTERED PROFESSIONAL LAND SURVEYOR.

POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
304	446951.66	584885.28	4667.67	NGS H 438 FIRST ORDER, CLASS II
1041	446917.18	584889.88	4669.2'	ALCAPF 2.5 AC ITD CTRL WYE-09
1181	447623.16	584686.96	4645.57	ALCAPF 2.5 AC ITD CTRL WYE-09
2023	448856.25	584631.35	4584.6'	BARFHF YPC UR
2026	448649.31	584702.24	4581.18	RWM BROK ROW MON NO CAP
2030	448363.91	584979.47	4582.60	BARFHF ½ RB NC
2031	448361.12	584679.73	4582.50	BARFHF LS 977

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

SURVEY CONTROL

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 23697 | PAGE 5

SHEET NO. V-100

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MONUMENT PERPETUATION

POINT NO.	STATION	OFFSET		NORTHING	EASTING	DESCRIPTION OF MONUMENT	ACTION TO BE TAKEN BY CONTRACTOR	PAY ITEM
304	12+02.30	24.07'	R	446951.66	584885.28	NGS H 438 FIRST ORDER, CLASS II	RETAIN AND PROTECT - DISTURBANCE OF THIS MONUMENT WILL RESULT IN LARGE FINES	
1041	12+17.07	1.13'	L	446917.18	584889.88	ALCAPT 2.5 AC ITD CTRL WYE-09	REMOVE	107-019A
1181	21+26.29	54.91'	R	447623.16	584686.96	ALCAPF 2 in AC 8075	RETAIN AND PROTECT	
2023	38+90.35	12.76'	R	448856.25	584631.35	BARFHF YPC UR	RETAIN AND PROTECT	
2026	36+79.08	11.34'	R	448649.31	584702.24	RWM brok row mon no cap	REMOVE AND RESET	107-019A
2030	33+99.02	16.89'	R	448363.91	584679.47	BARFHF 1/2 rb nc	RETAIN AND PROTECT	
2031	33+96.81	18.15'	R	448361.12	584679.73	BARFHF LS 977	RETAIN AND PROTECT	

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

MONUMENT PERPETUATION

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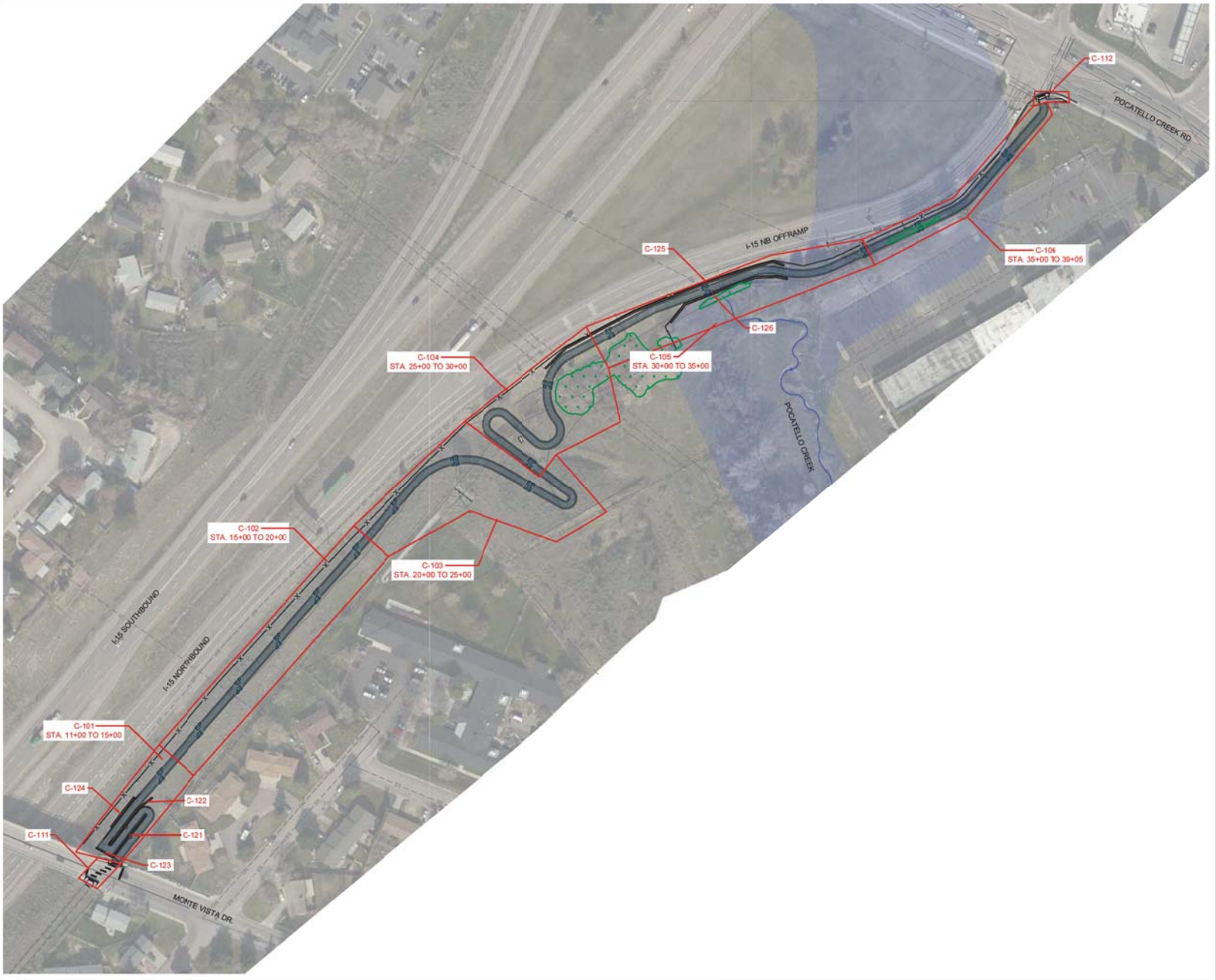
1-1/2 Inches

PROJECT NO. 23697 | PAGE 6

SHEET NO. V-200

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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D6000



GRAPHIC SCALE
HORIZ. 0 80 160

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
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RYAN A. GUTIERREZ

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PROJECT OVERVIEW

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

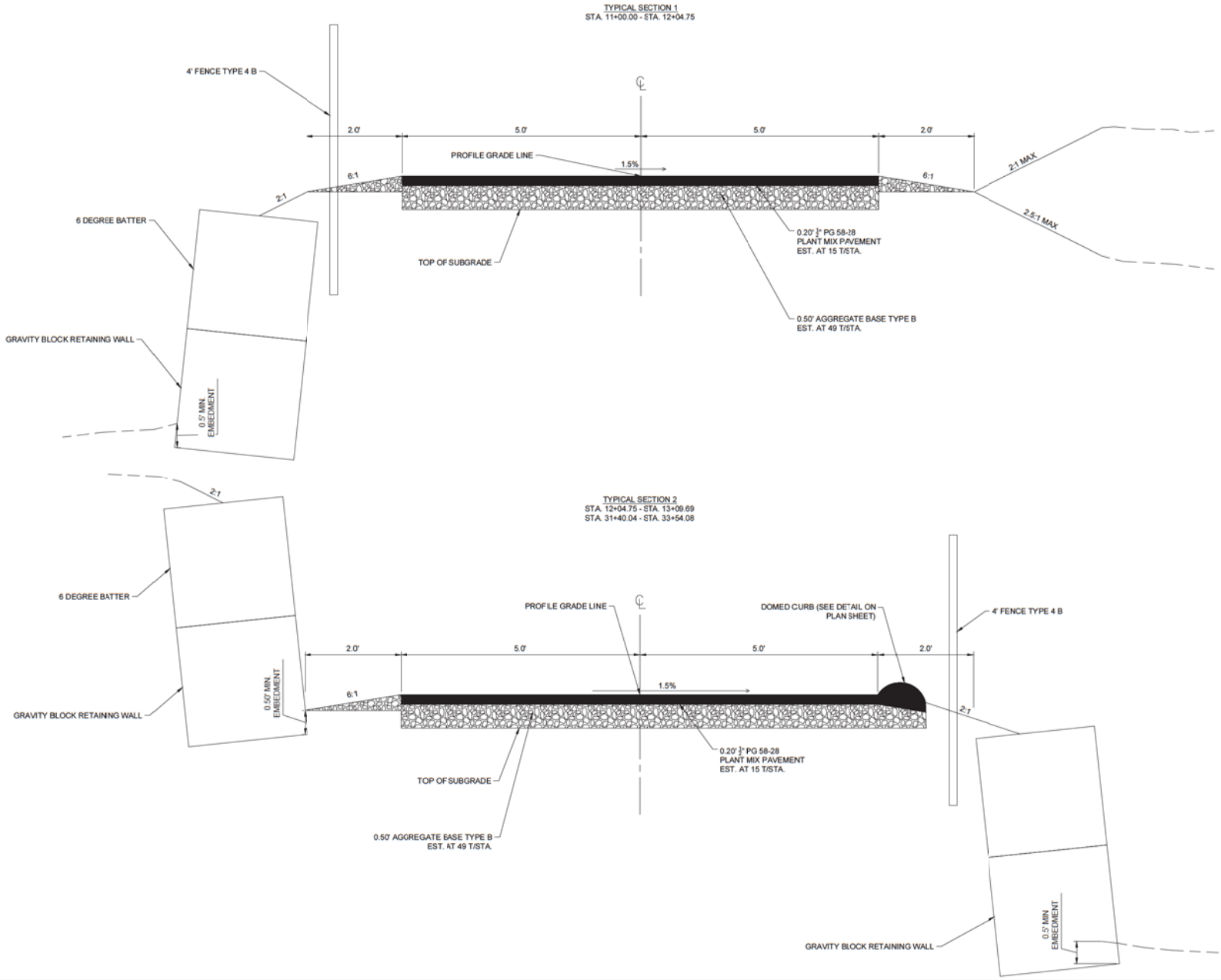
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PROJECT NO. 23697 | PAGE 7

SHEET NO. C-010

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NATIONAL EX...
Tyler A. Gutridge
21932
12/2/2025
STATE OF IDAHO
TYLER A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TYPICAL SECTIONS

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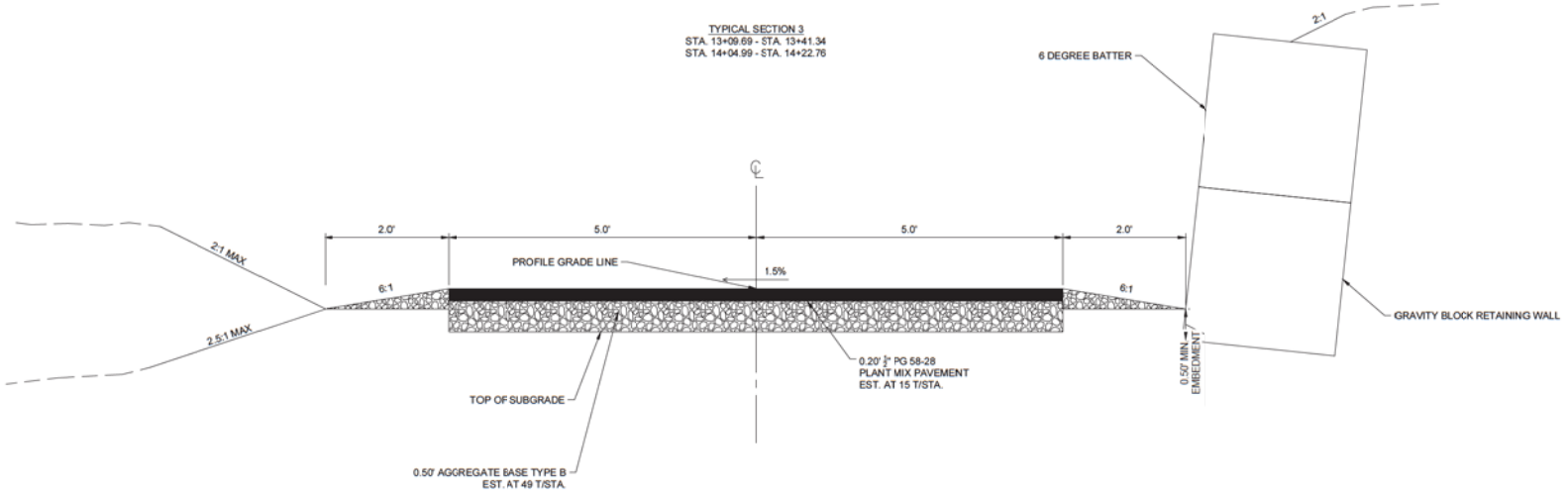
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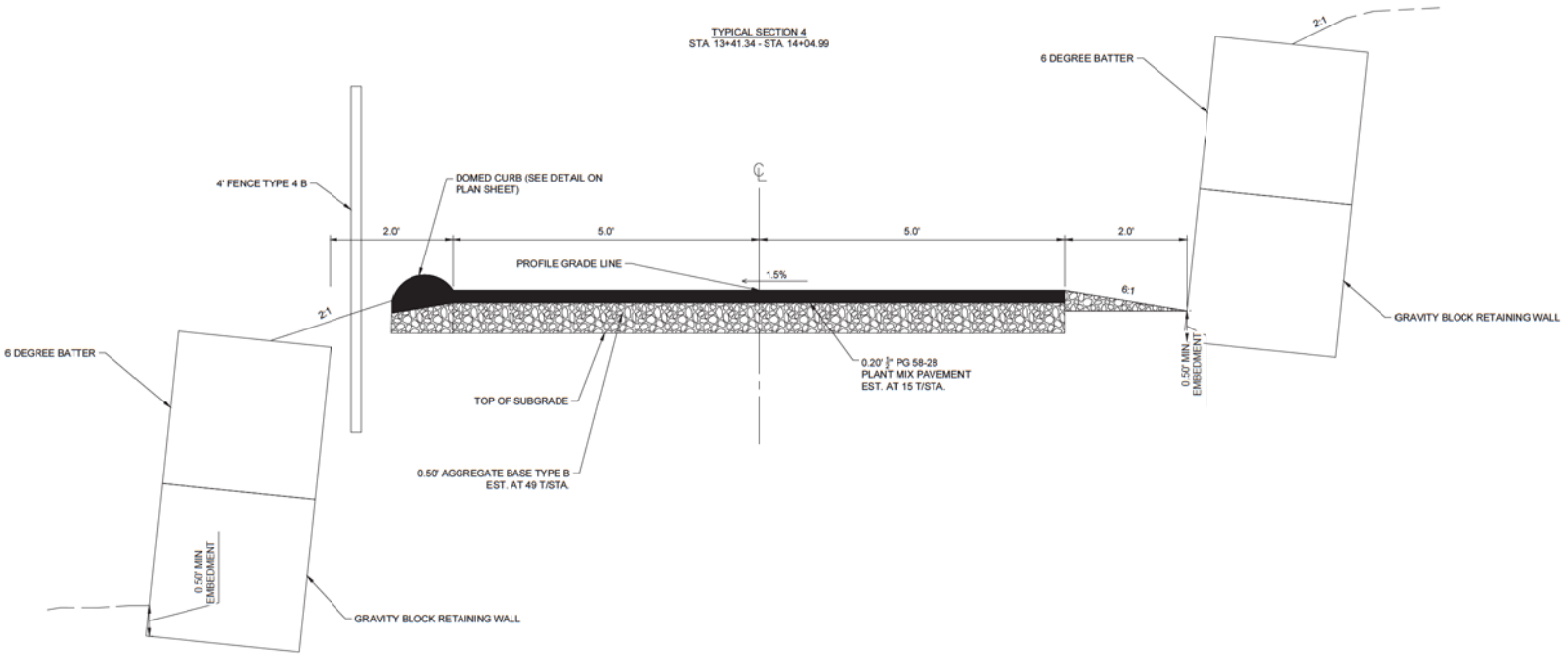
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SHEET NO.
C-021

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TYPICAL SECTIONS

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

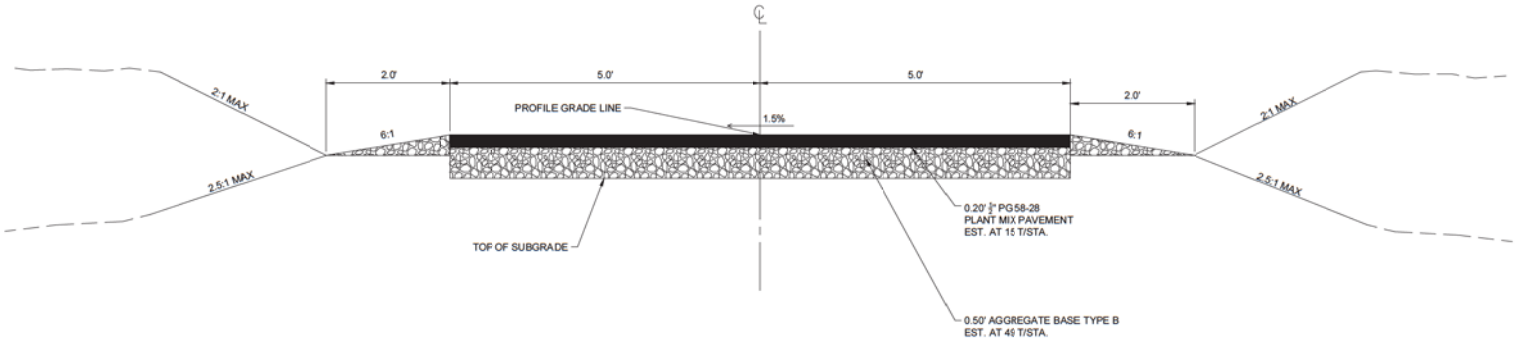
PROJECT NO.	PAGE
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SHEET NO.
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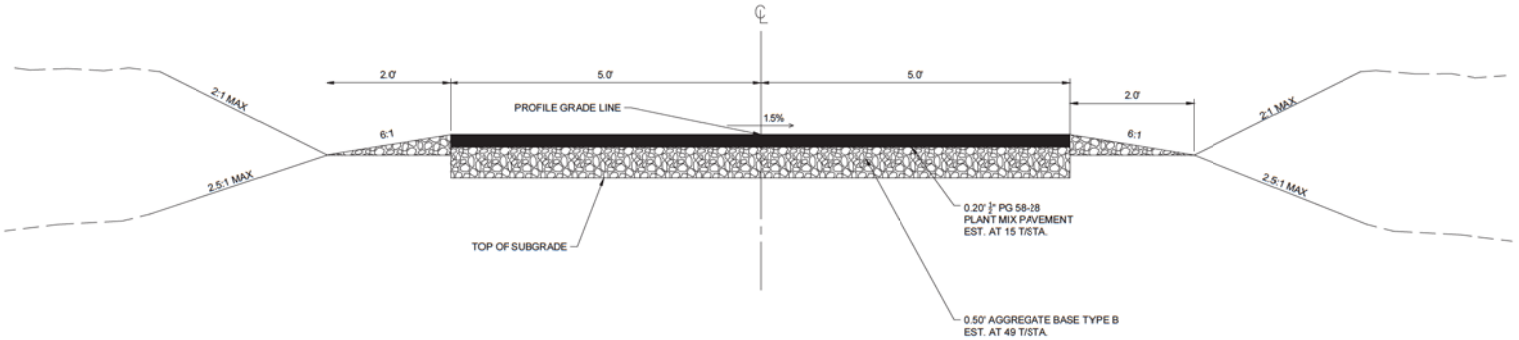
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TYPICAL SECTION 5
STA. 14+22.76 - STA. 21+28.23
STA. 22+78.98 - STA. 26+11.36



TYPICAL SECTION 6
STA. 21+28.23 - STA. 22+78.98
STA. 26+11.36 - STA. 29+13.52
STA. 33+54.08 - STA. 39+04.87



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PROFESSIONAL ENGINEER
Piper A. Gutridge
21932
02/12/2025
STATE OF IDAHO
PIPER A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TYPICAL SECTIONS

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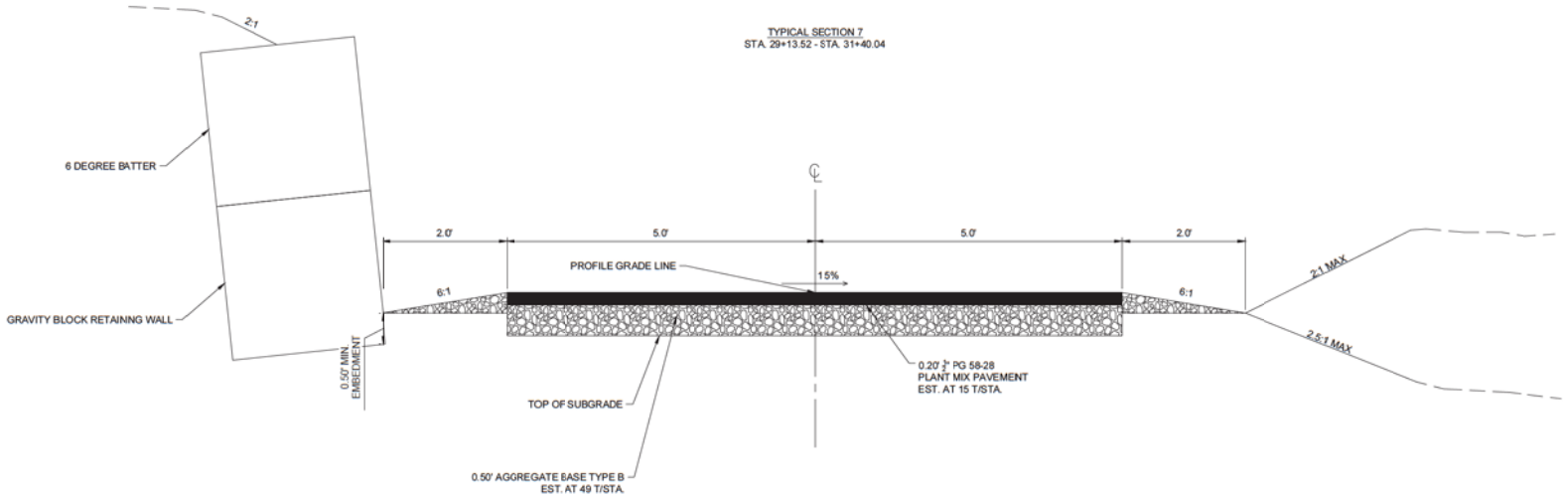
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1-1/2 Inches

PROJECT NO. 23697 | PAGE 10

SHEET NO. C-023

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TYPICAL SECTION 7
STA. 29+13.52 - STA. 31+40.04

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REGISTERED PROFESSIONAL ENGINEER
Ryan A. Gutridge
21932
12/12/2025
STATE OF IDAHO
RYAN A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TYPICAL SECTIONS

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VERIFY SCALE: Scales based on 22"x34" prints.

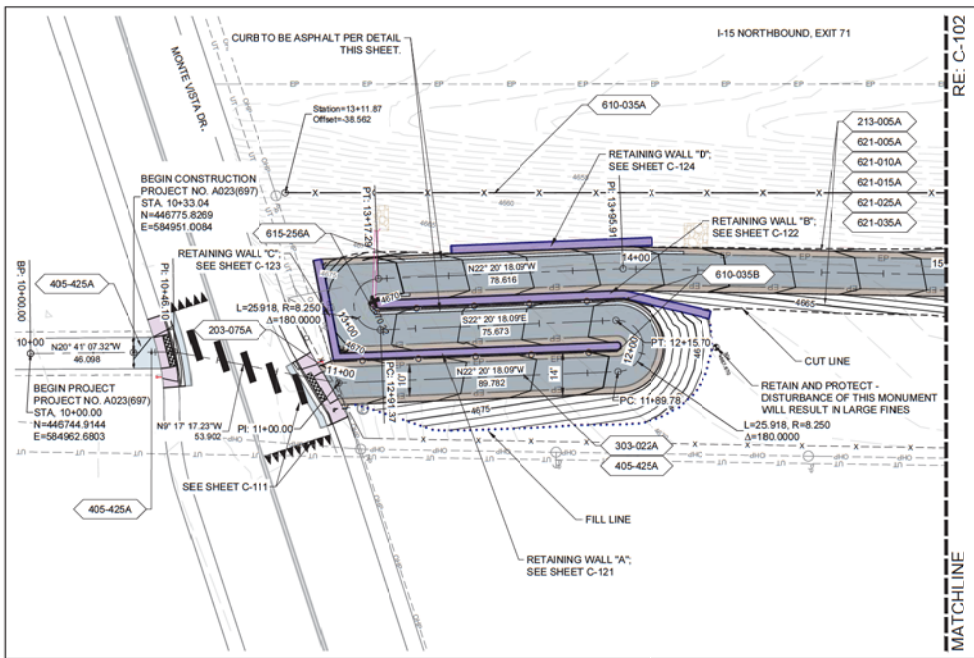
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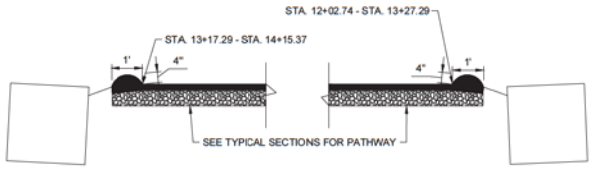
PROJECT NO.	PAGE
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SHEET NO.
C-024

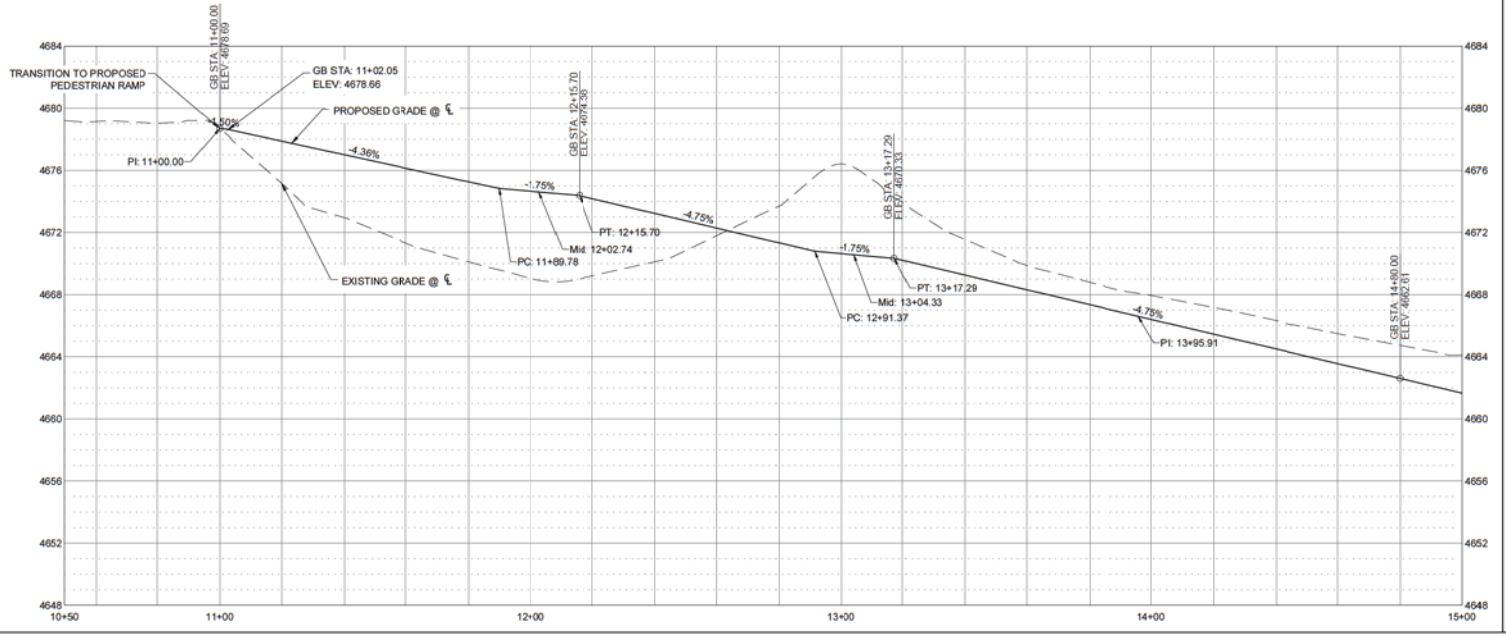
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DETAIL
CURB TYPE 1



GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION, CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

203-075A	REMOVAL OF FENCE STA. 10+92.23, 7.31 L TO STA. 11+02.59, 10.93 R
213-005A	TOP SOIL STA. 11+00.00 TO STA. 15+00.00
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 11+00.00 TO STA. 15+00.00
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 11+00.00 TO STA. 15+00.00
610-035A	FENCE TYPE 4 B STA. 11+00.00 TO STA. 15+00.00
610-035B	FENCE TYPE 4 B (4' HEIGHT) STA. 10+97.03, 6.41' L TO STA. 11+89.78, 6.50' L AND STA. 12+09.06, 9.10' R TO STA. 12+91.37, 6.50' R
621-005A	SEED BED PREPARATION STA. 11+00.00 TO STA. 15+00.00
621-010A	SEEDING STA. 11+00.00 TO STA. 15+00.00
621-015A	MULCHING STA. 11+00.00 TO STA. 15+00.00
621-025A	MULCH ANCHORING (TACKIFIER) STA. 11+00.00 TO STA. 15+00.00
621-035A	FERTILIZING STA. 11+00.00 TO STA. 15+00.00
615-256A	CURB TYPE 1 STA. 12+02.74 TO STA. 13+27.29, 5' R STA. 13+17.29 TO STA. 14+15.37, 5' L

KELLER ASSOCIATES
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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

Ryan A. Gutridge
21932
STATE OF IDAHO
RYAN A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 10+00 - STA. 15+00

DRAWN: PAG | CHECK: JDP

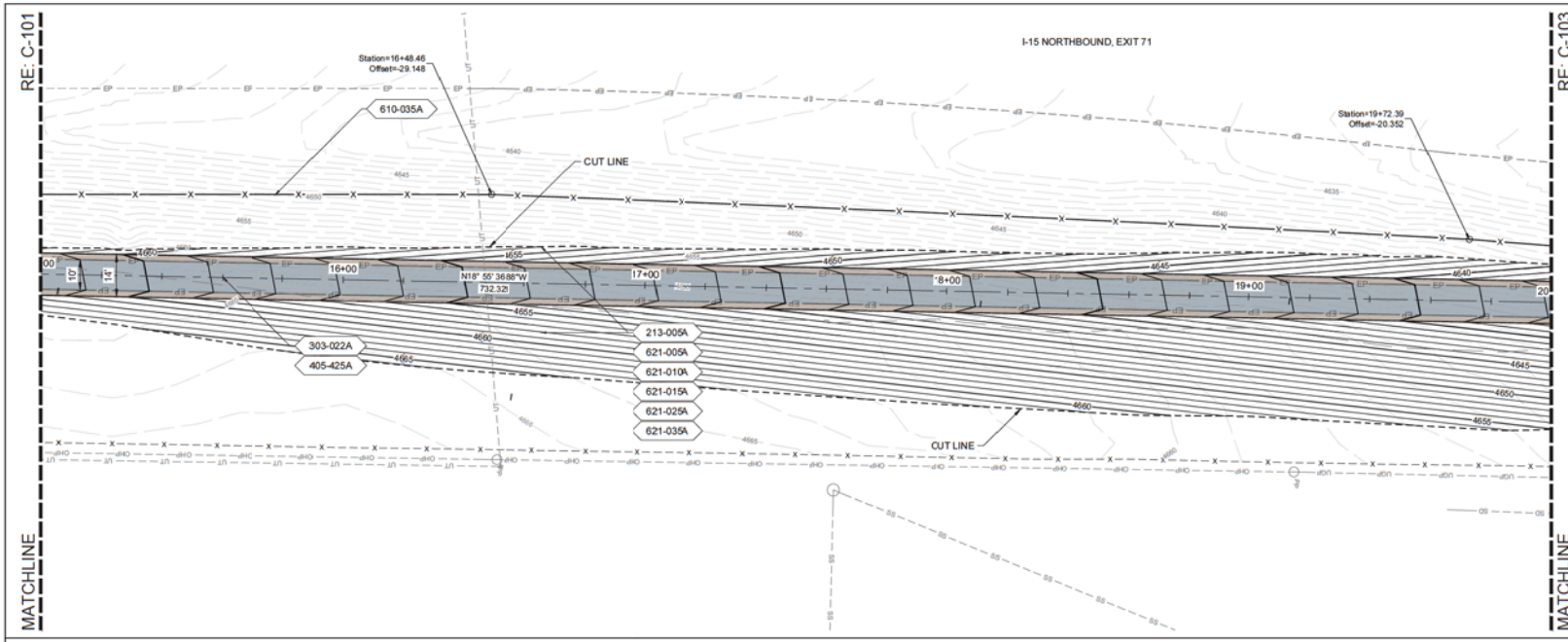
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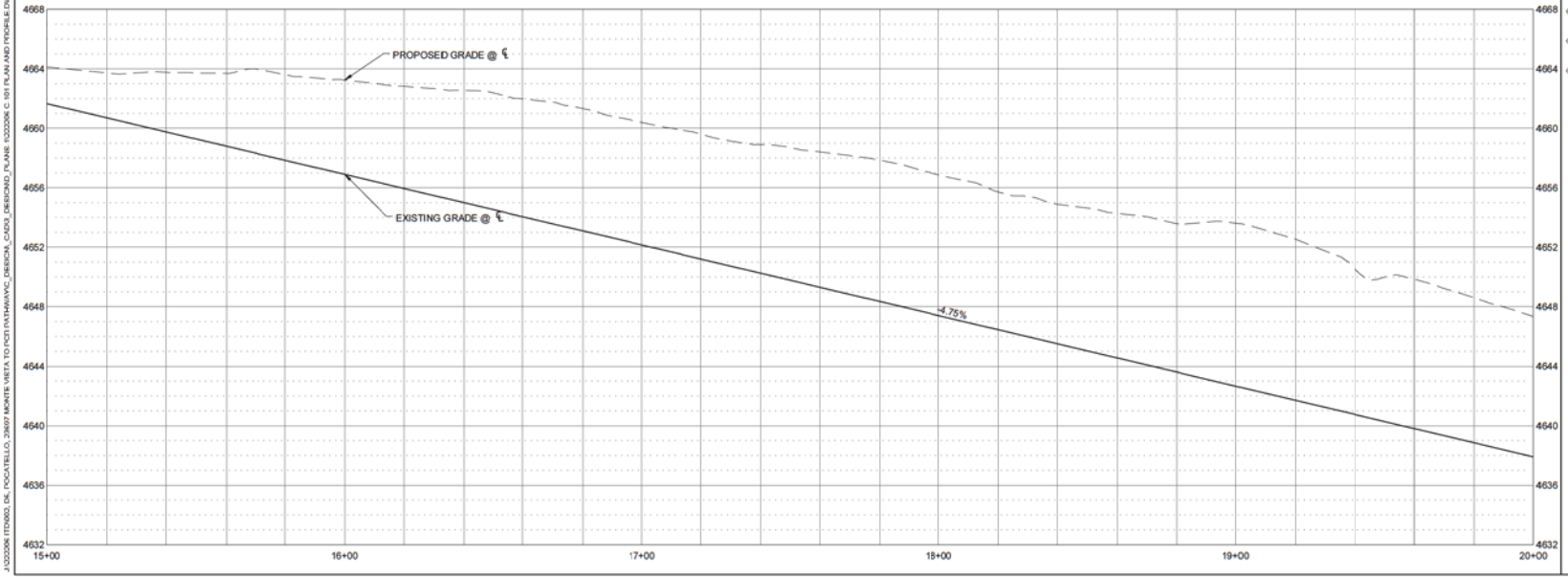
PROJECT NO. 23697 | PAGE 12

SHEET NO. C-101

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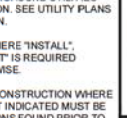
GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

213-005A	TOP SOIL STA. 15+00.00 TO STA. 20+00.00
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 15+00.00 TO STA. 20+00.00
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 15+00.00 TO STA. 20+00.00
610-035A	FENCE TYPE 4 STA. 15+00.00 TO STA. 20+00.00
621-005A	SEED BED PREPARATION STA. 15+00.00 TO STA. 20+00.00
621-010A	SEEDING STA. 15+00.00 TO STA. 20+00.00
621-015A	MULCHING STA. 15+00.00 TO STA. 20+00.00
621-025A	MULCH ANCHORING (TACKIFIER) STA. 15+00.00 TO STA. 20+00.00
621-035A	FERTILIZING STA. 15+00.00 TO STA. 20+00.00

KELLER ASSOCIATES
305 North 3rd Avenue Suite A
Pocatello, ID 83201
(208) 238-2146



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 15+00 - STA. 20+00

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VERIFY SCALE: Scales based on 22"x34" prints.

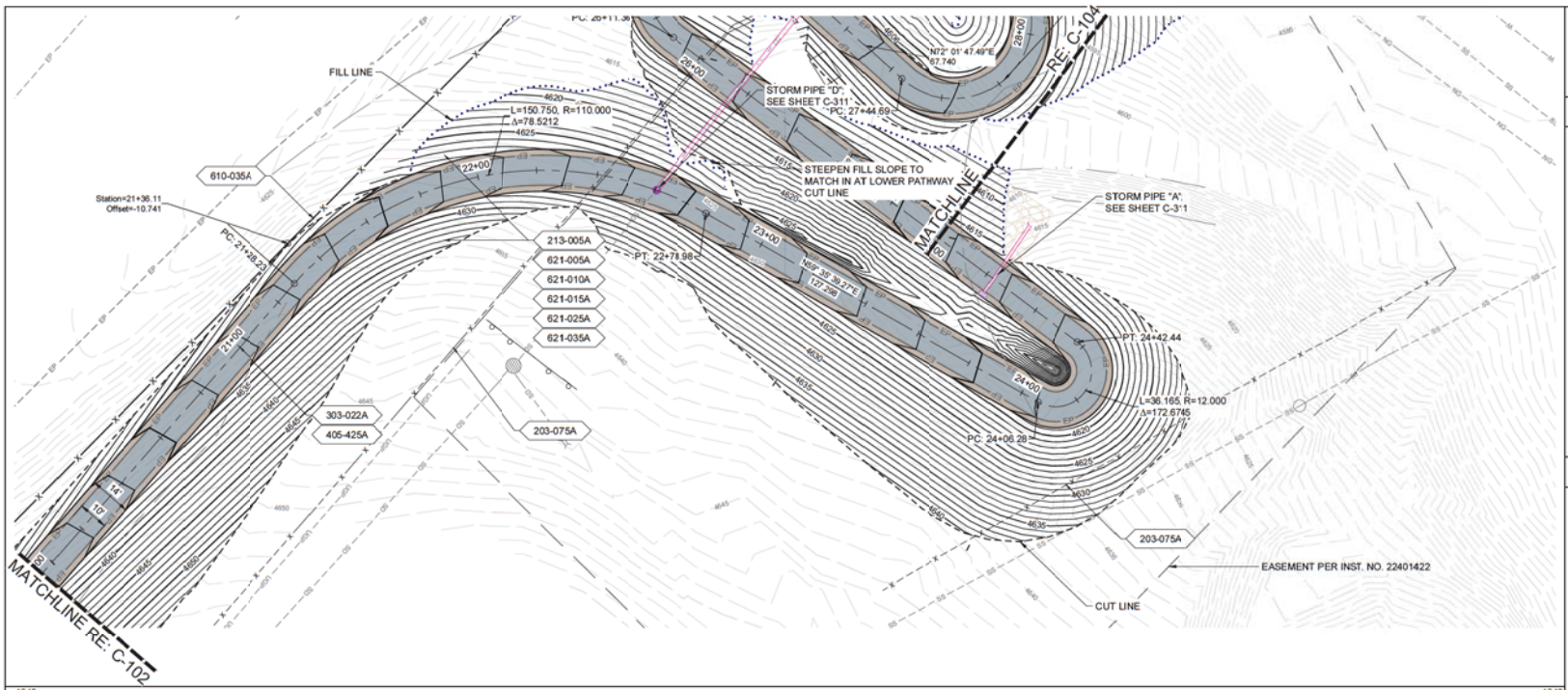
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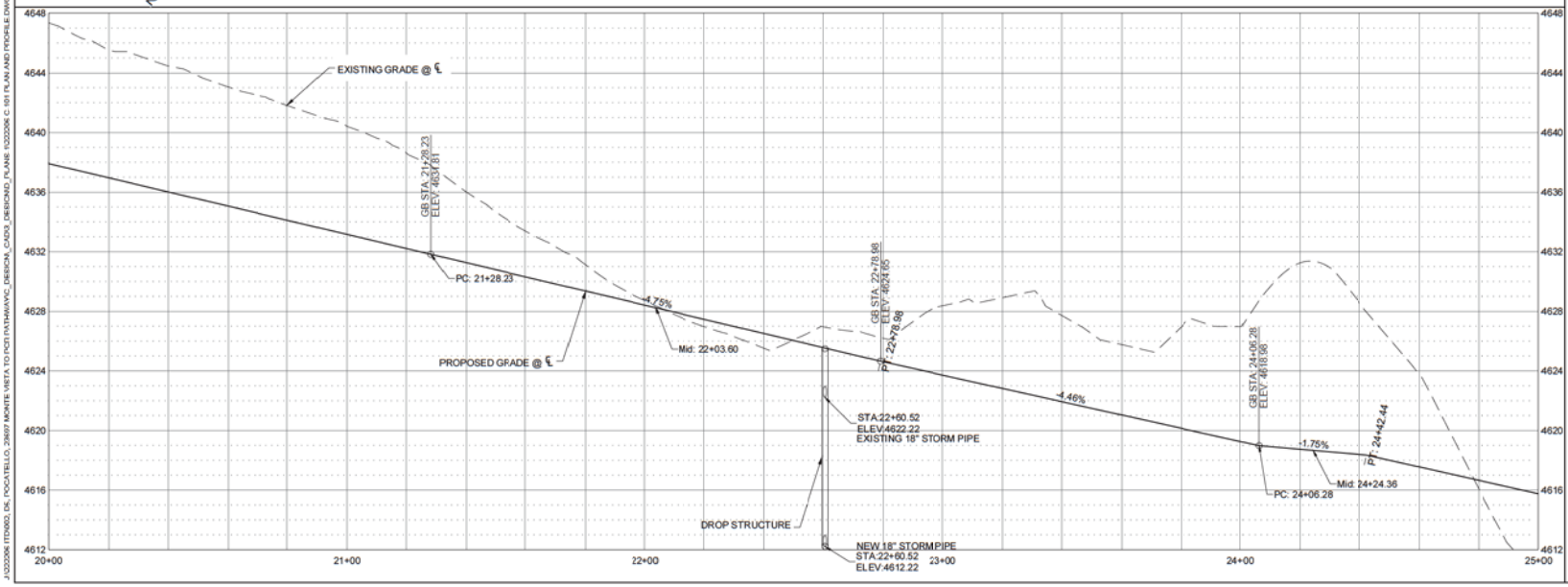
PROJECT NO. 23697 | PAGE 13

SHEET NO. C-102

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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

GENERAL SHEET NOTES

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PAY ITEMS

203-075A	REMOVAL OF FENCE STA. 21+25.76, 54.09 R TO STA. 22+58.31, 39.63 L AND STA. 23+92.07, 80.26' R TO STA. 24+34.36, 125.79' R
213-005A	TOP SOIL STA. 20+00.00 TO STA. 25+00.00
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 20+00.00 TO STA. 25+00.00
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 20+00.00 TO STA. 25+00.00
610-035A	FENCE TYPE 4 STA. 20+00.00 TO STA. 25+00.00
621-005A	SEED BED PREPARATION STA. 20+00.00 TO STA. 25+00.00
621-010A	SEEDING STA. 20+00.00 TO STA. 25+00.00
621-015A	MULCHING STA. 20+00.00 TO STA. 25+00.00
621-025A	MULCH ANCHORING (TACKIFIER) STA. 20+00.00 TO STA. 25+00.00
621-035A	FERTILIZING STA. 20+00.00 TO STA. 25+00.00

KELLER ASSOCIATES
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(208) 238-2146

Dyan A. Pechstedt
21932
5/31/2023
DYAN A. GUTIERREZ

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 20+00 - STA. 25+00

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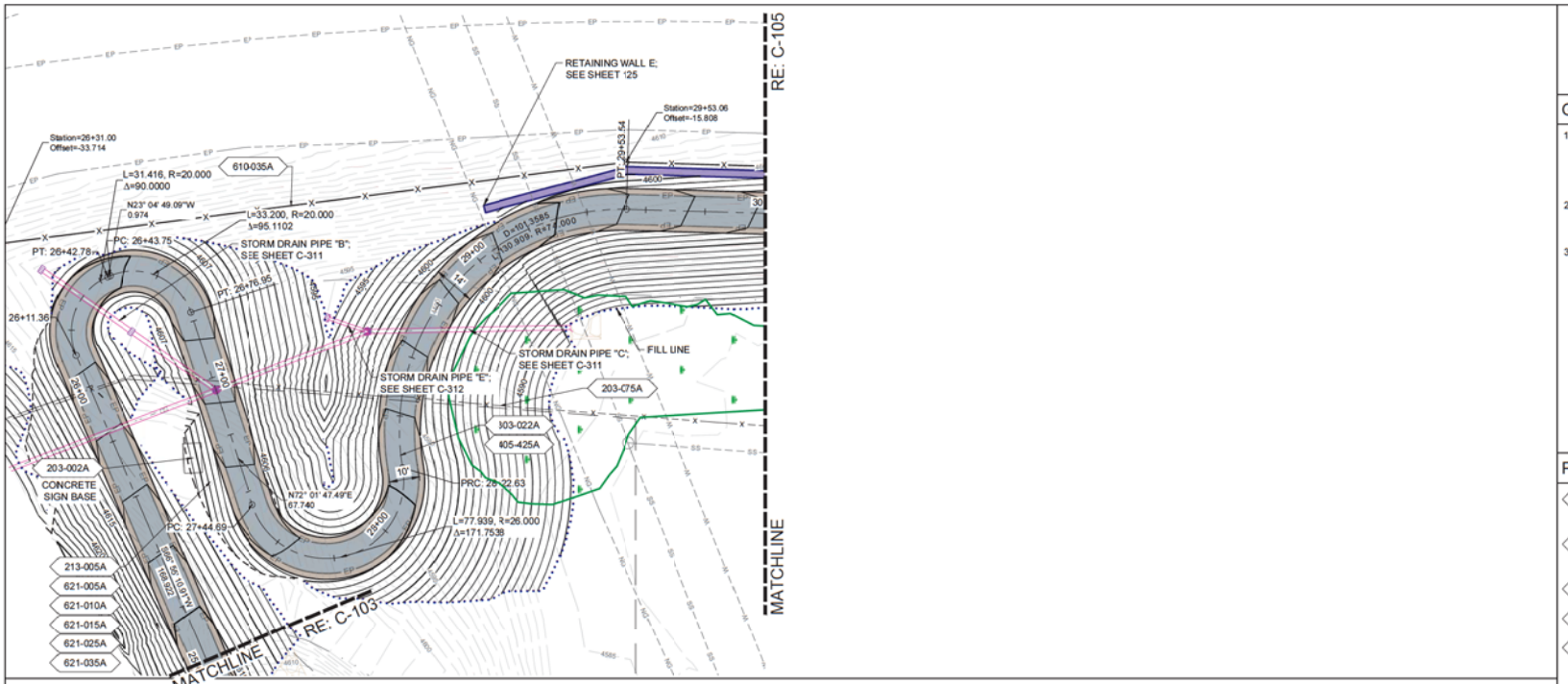
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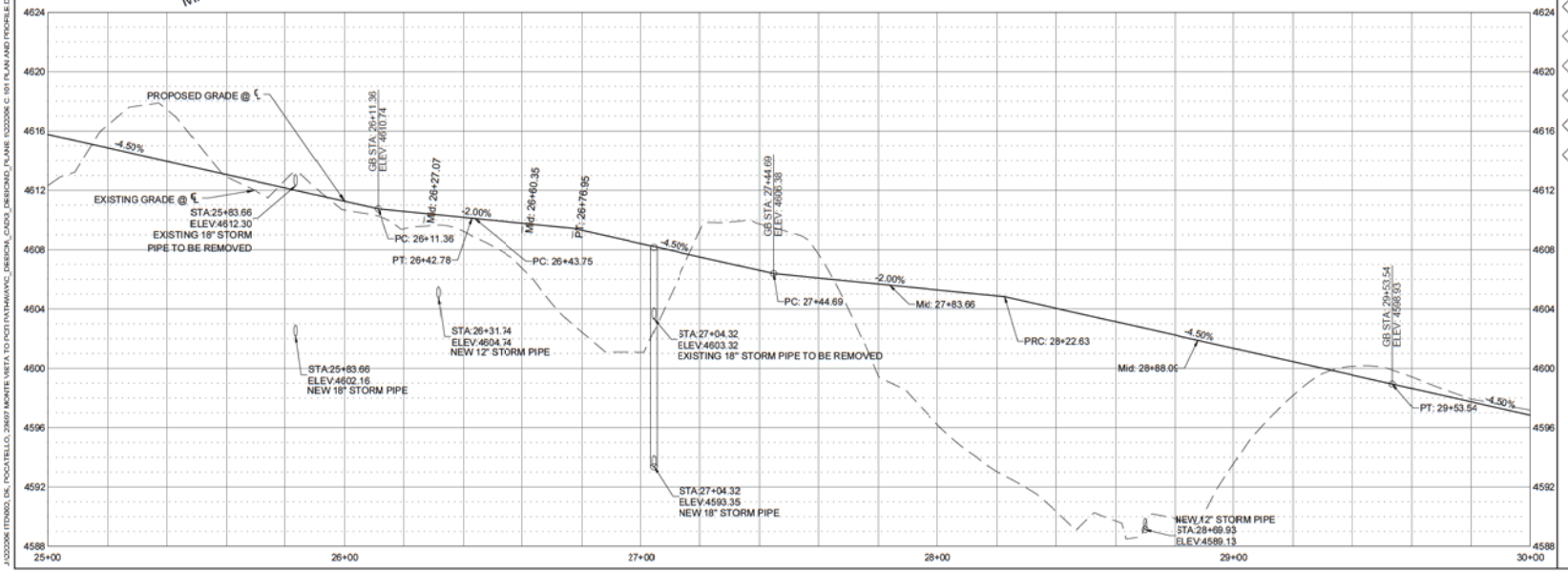
PROJECT NO. 23697 | PAGE 14

SHEET NO. C-103

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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

GENERAL SHEET NOTES

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PAY ITEMS

203-002A	REMOVAL OF OBSTRUCTION CONCRETE SIGN BASE STA. 27+23.75, 14.24' R
203-075A	REMOVAL OF FENCE STA. 25+99.62, 7.00' L TO STA. 28+59.16, 53.16' R
213-005A	TOP SOIL STA. 25+00.00 TO STA. 30+00.00
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 25+00.00 TO STA. 30+00.00
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 25+00.00 TO STA. 30+00.00
610-035A	FENCE TYPE 4 STA. 25+00.00 TO STA. 28+60.00
621-005A	SEED BED PREPARATION STA. 25+00.00 TO STA. 30+00.00
621-010A	SEEDING STA. 25+00.00 TO STA. 30+00.00
621-015A	MULCHING STA. 25+00.00 TO STA. 30+00.00
621-025A	MULCH ANCHORING (TACKIFIER) STA.25+00.00 TO STA. 30+00.00
621-035A	FERTILIZING STA. 25+00.00 TO STA. 30+00.00

WETLANDS

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Gutridge
21932
2/12/2026
STATE OF IDAHO
RYAN A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 25+00 - STA. 30+00

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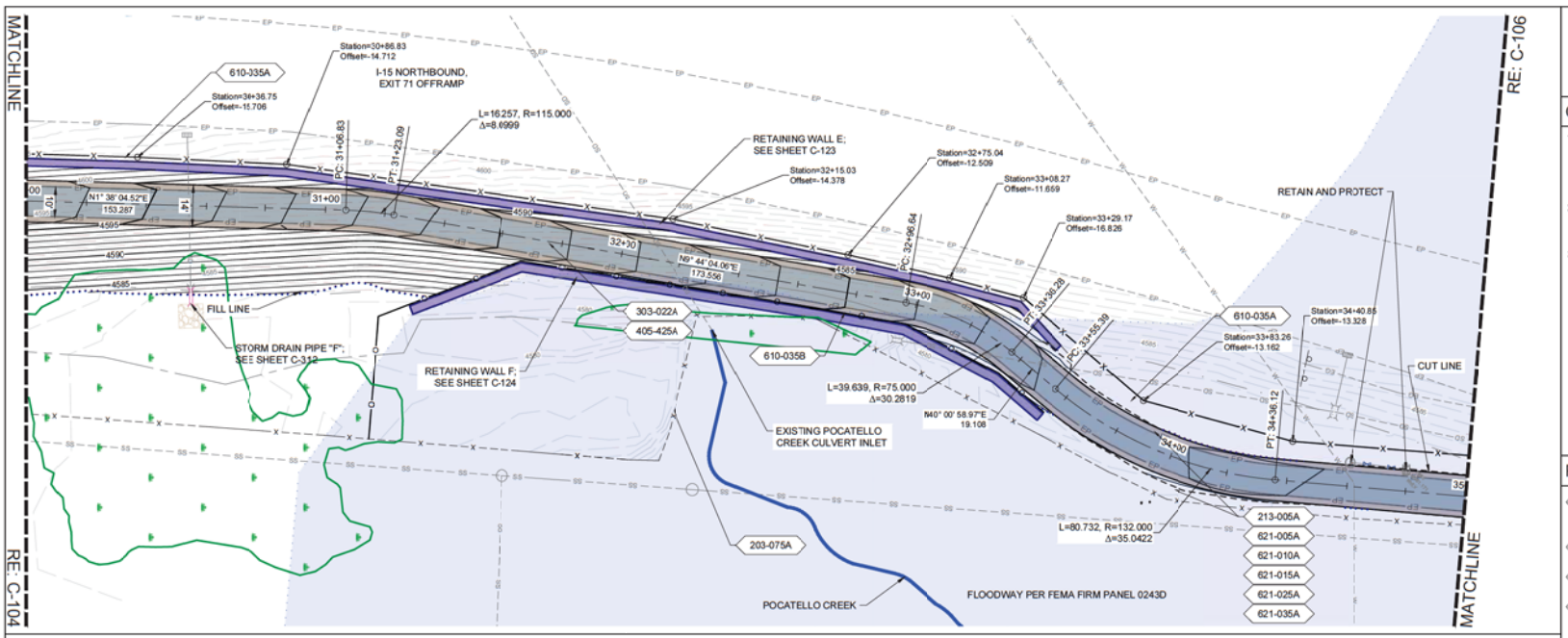
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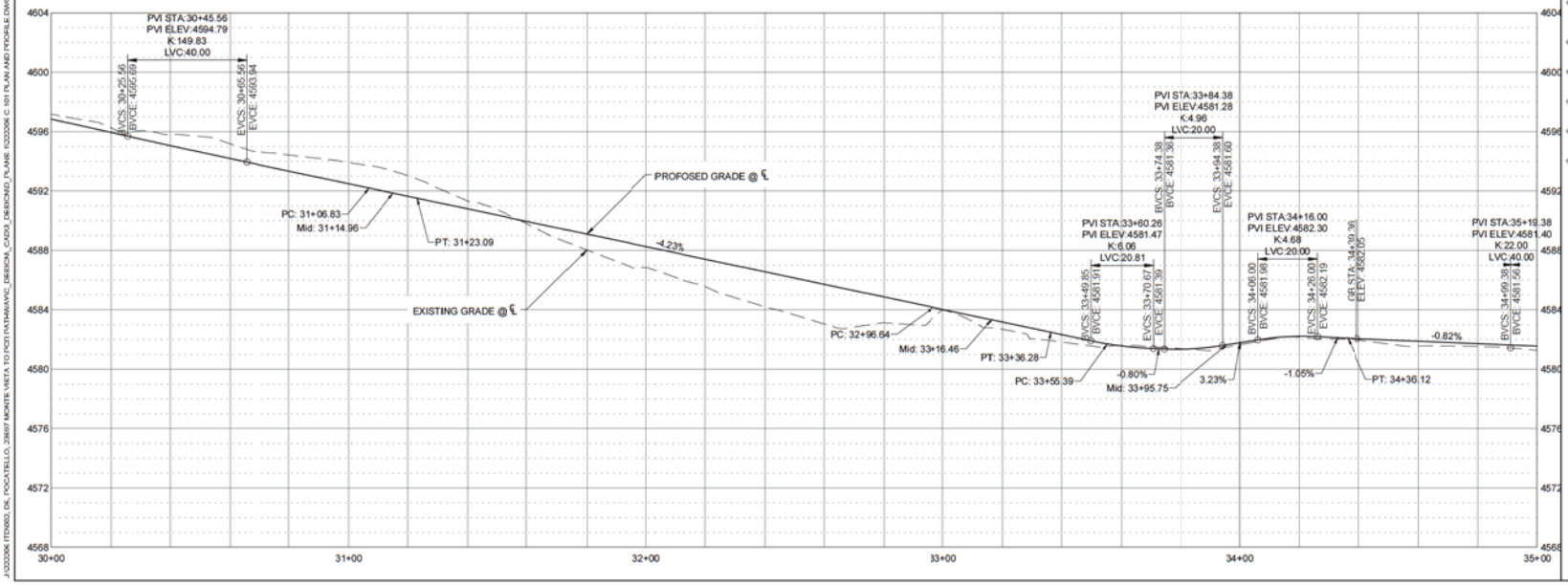
PROJECT NO. 23697 | PAGE 15

SHEET NO. C-104

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GENERAL SHEET NOTES

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PAY ITEMS

203-075A	REMOVAL OF FENCE STA. 32+24.03, 65.964 R TO STA. 35+00.00, 9.482 R
213-005A	TOP SOIL STA. 30+00.00 TO STA. 35+00.00
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 30+00.00 TO STA. 35+00.00
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 30+00.00 TO STA. 35+00.00
610-035A	FENCE TYPE 4 STA. 30+00.00 TO STA. 35+00.00
610-035B	FENCE TYPE 4 B (4' HEIGHT) STA. 31+27.33, 75.20' R TO STA. 33+57.28, 8.54' R
621-005A	SEED BED PREPARATION STA. 30+00.00 TO STA. 35+00.00
621-010A	SEEDING STA. 30+00.00 TO STA. 35+00.00
621-015A	MULCHING STA. 30+00.00 TO STA. 35+00.00
621-025A	MULCH ANCHORING (TACKIFIER) STA. 30+00.00 TO STA. 35+00.00
621-035A	FERTILIZING STA. 30+00.00 TO STA. 35+00.00

WETLANDS

FLOODWAY

GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

KELLER ASSOCIATES
300 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

21932
3/12/2026
STATE OF IDAHO
DEREK A. GUTHRIE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 30+00 - STA. 35+00

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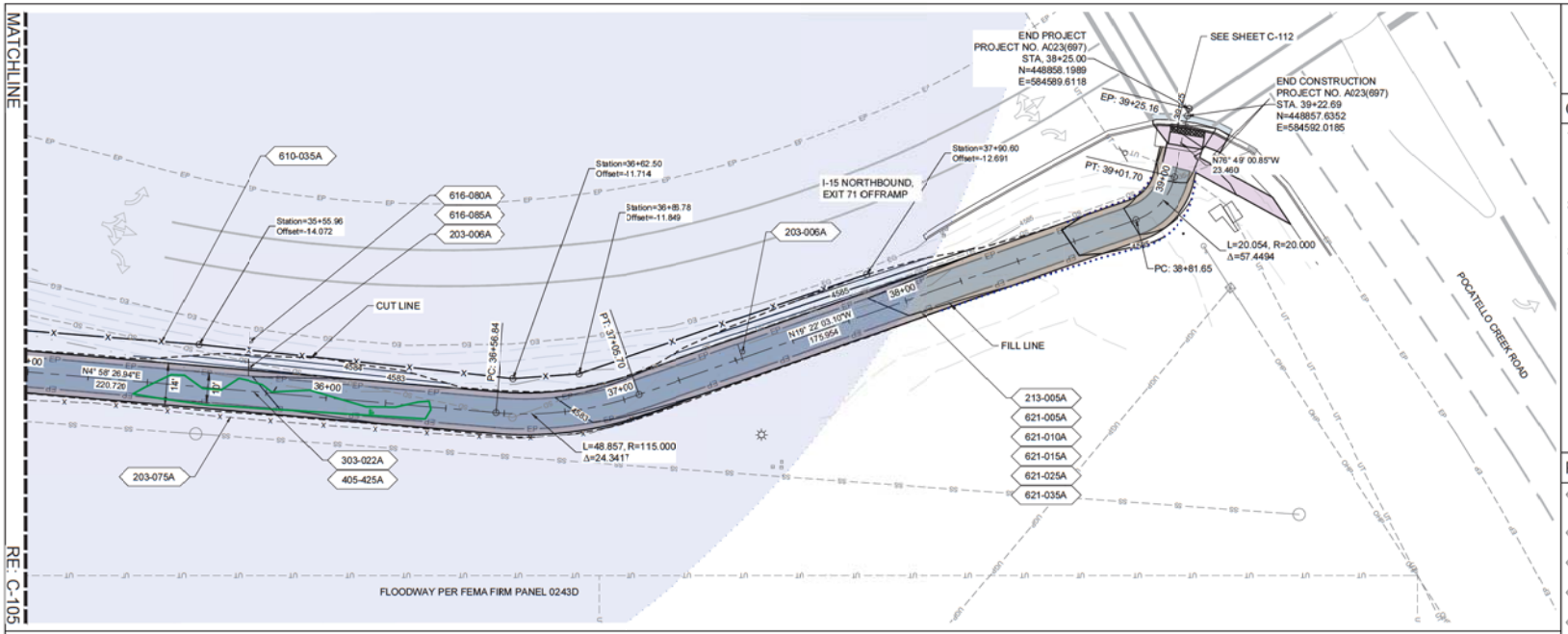
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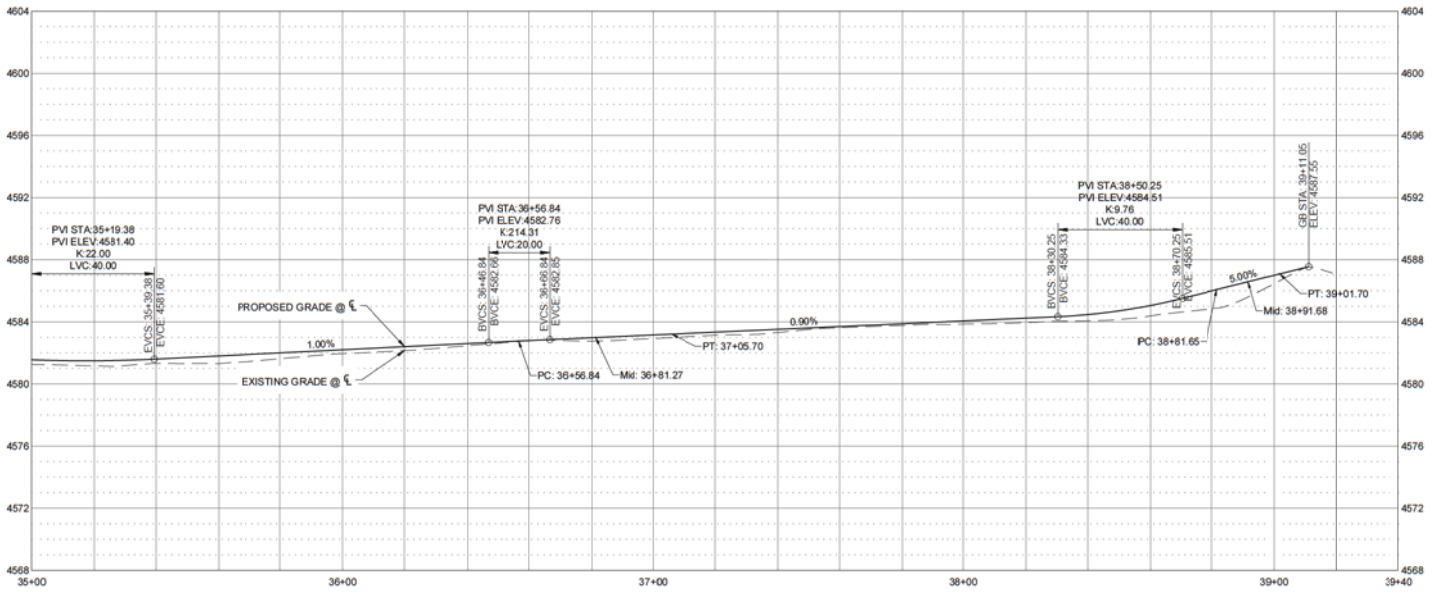
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GRAPHIC SCALE
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VERT: 0 5 10

GENERAL SHEET NOTES

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PAY ITEMS

203-075A	REMOVAL OF FENCE STA. 35+00.00, 9.482 R TO STA. 37+19.61, 7.51' R
203-006A	REMOVAL OF SIGN STA. 35+73.83, 7.94' L
213-005A	TOP SOIL STA. 35+00.00 TO STA. 39+04.87
303-022A	¾" AGGREGATE TYPE B FOR BASE STA. 35+00.00 TO STA. 39+04.87
405-425A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT AND ADDITIVE STA. 35+00.00 TO STA. 39+04.87
610-035A	FENCE TYPE 4 STA. 35+00.00 TO STA. 38+03.87
616-080A	REINSTALL SIGN FACE STA. 35+73.83, 7.94' L
616-085A	REINSTALL SIGN POST STA. 35+73.83, 7.94' L
621-005A	SEED BED PREPARATION STA. 35+00.00 TO STA. 39+04.87
621-010A	SEEDING STA. 35+00.00 TO STA. 39+04.87
621-015A	MULCHING STA. 35+00.00 TO STA. 39+04.87
621-025A	MULCH ANCHORING (TACKIFIER) STA. 35+00.00 TO STA. 39+04.87
621-035A	FERTILIZING STA. 35+00.00 TO STA. 39+04.87

WETLANDS
FLOODWAY

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Fetherolf
21932
STATE OF IDAHO
21/12/2025
RYAN A. GUTHRIDGE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

PATHWAY PLAN AND PROFILE
STA. 35+00 - STA. 39+05

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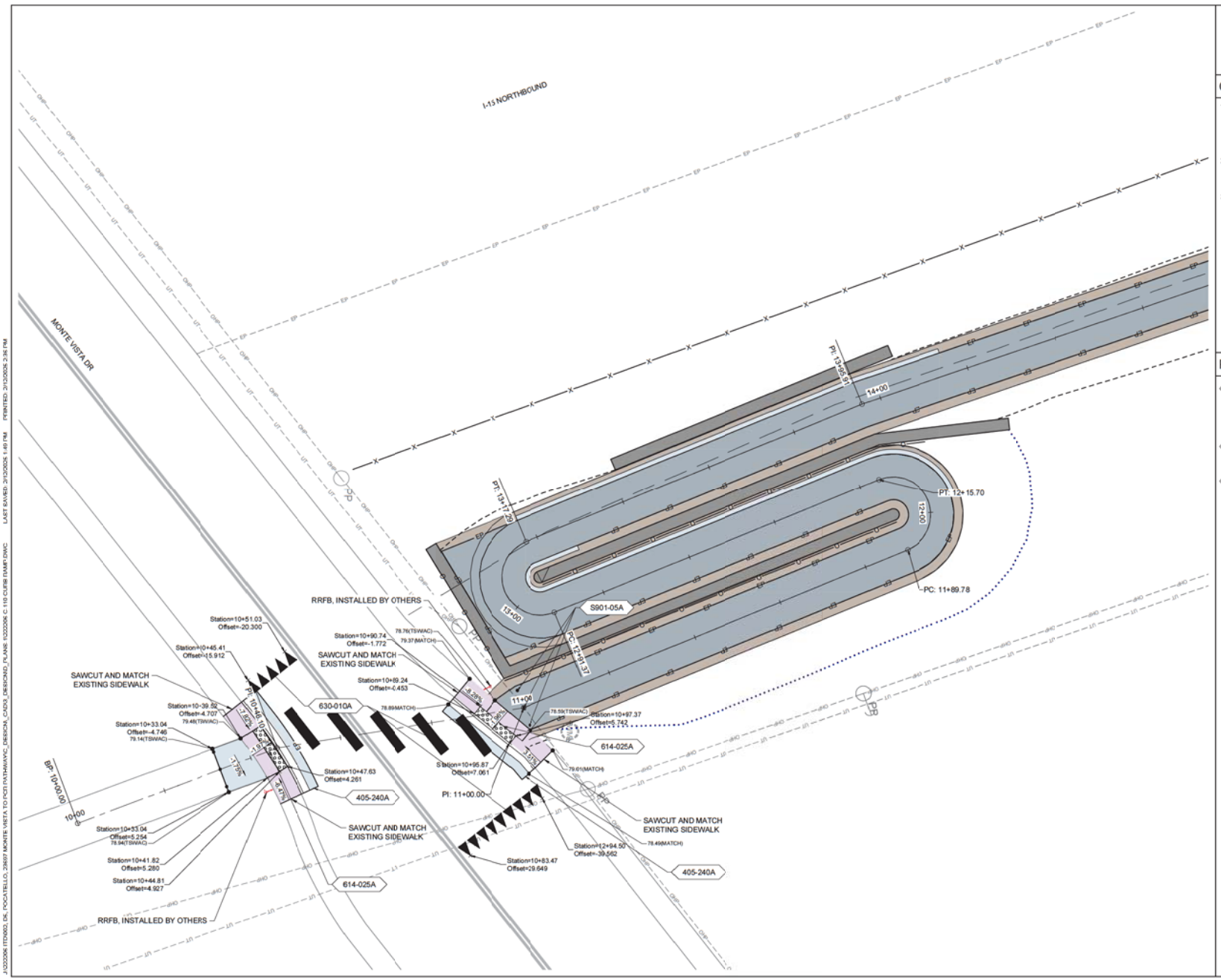
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PROJECT NO. 23697 | PAGE 17

SHEET NO. C-106

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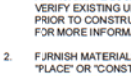
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PAY ITEMS

614-025A	CURB RAMP STA. 10+50.48, 0.13' R TO STA. 10+55.36, 0.95' L AND STA. 10+95.53, 2.10' R TO STA. 11+00.00, 0.26' L
630-010A	T, W, S, A PAVEMENT MARKINGS - PREF THERMO STA. 10+57.89 TO STA. 10+91.84
S901-05A	BOLLARDS STA. 11+05.00, 4.00' R, 0.00' R, 4.00' L STA. 10+33.04, 4.00' R, 0.00' R, 4.00' L

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146



NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

MONTE VISTA DRIVE CURB RAMP

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VERIFY SCALE: Scales based on 22"x34" prints.

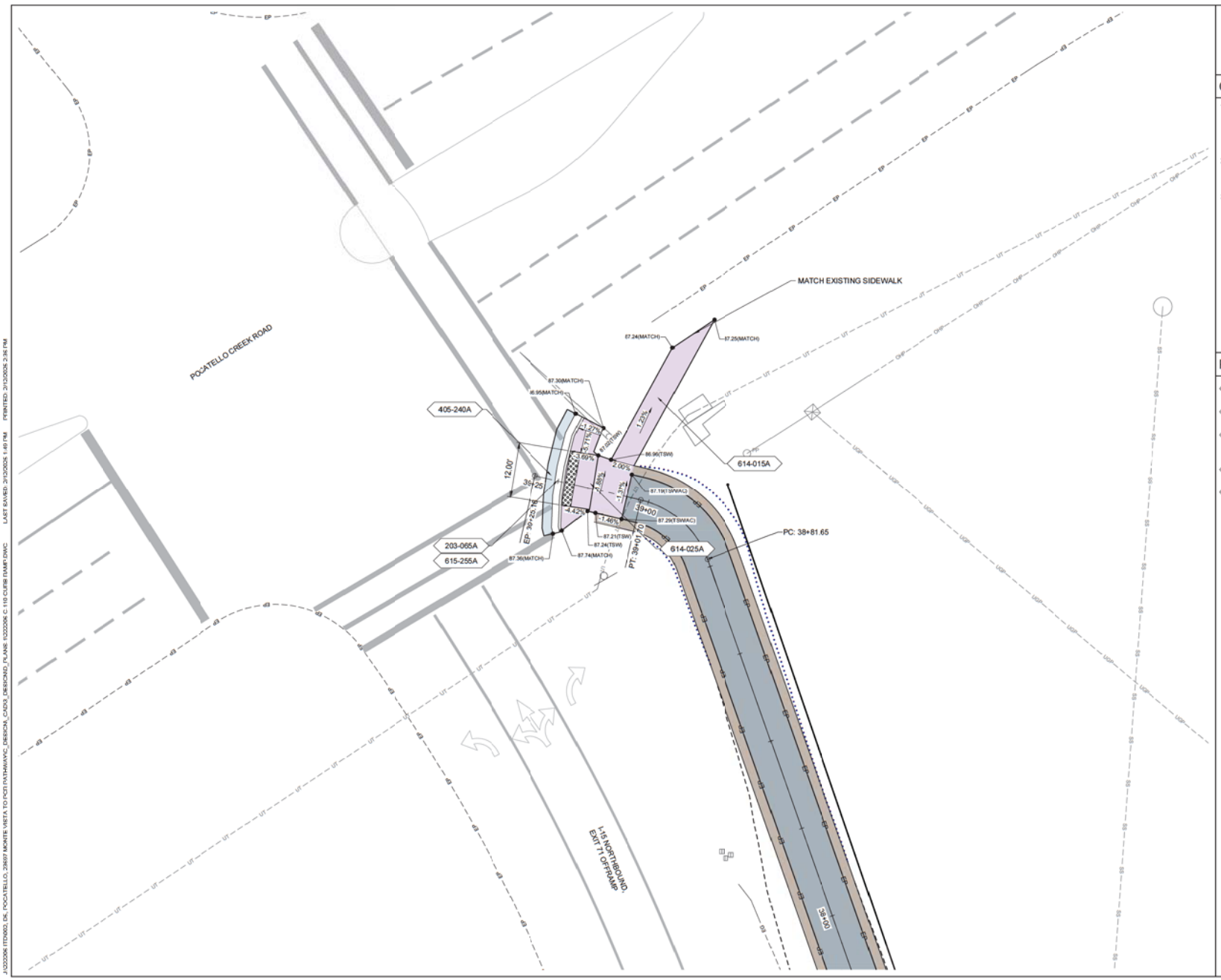
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PROJECT NO.	PAGE
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SHEET NO.
C-111

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GRAPHIC SCALE
HORIZ. 0 10 20

GENERAL SHEET NOTES

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PAY ITEMS

203-055A	REMOVAL OF CURB STA. 38+20.67 TO STA. 38+22.67
405-240A	MISCELLANEOUS PAVEMENT STA. 38+20.67 TO STA. 38+22.67
614-015A	SIDEWALK STA. 38+04.61, 7.00' R TO STA. 38+09.80, 7.00' R
614-025A	CURB RAMP STA. 38+09.80 TO STA. 38+17.80
615-255A	CURB STA. 38+20.67 TO STA. 38+22.67

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STATE OF IDAHO
ERIN A. GUTHROW
21532
5/12/2025
PROFESSIONAL ENGINEER

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

POCATELLO CREEK ROAD CURB RAMP

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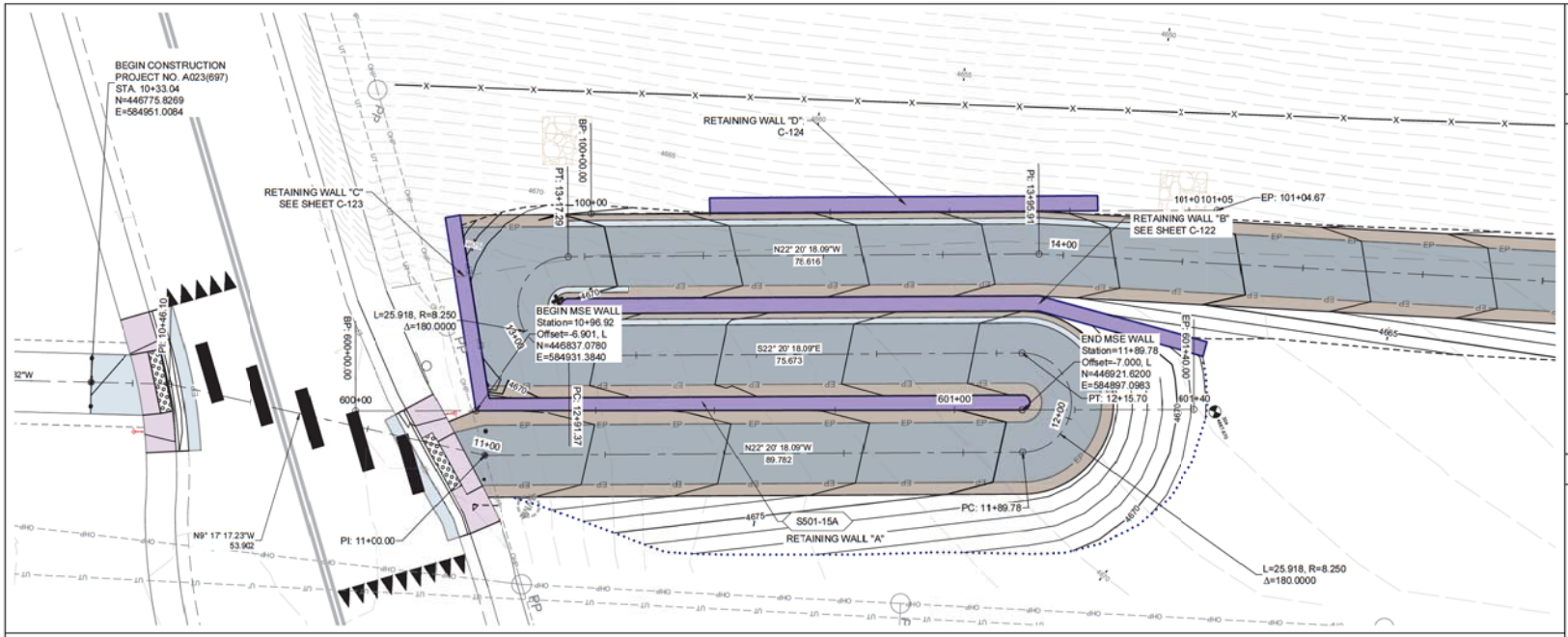
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PROJECT NO. 23697 | PAGE 19

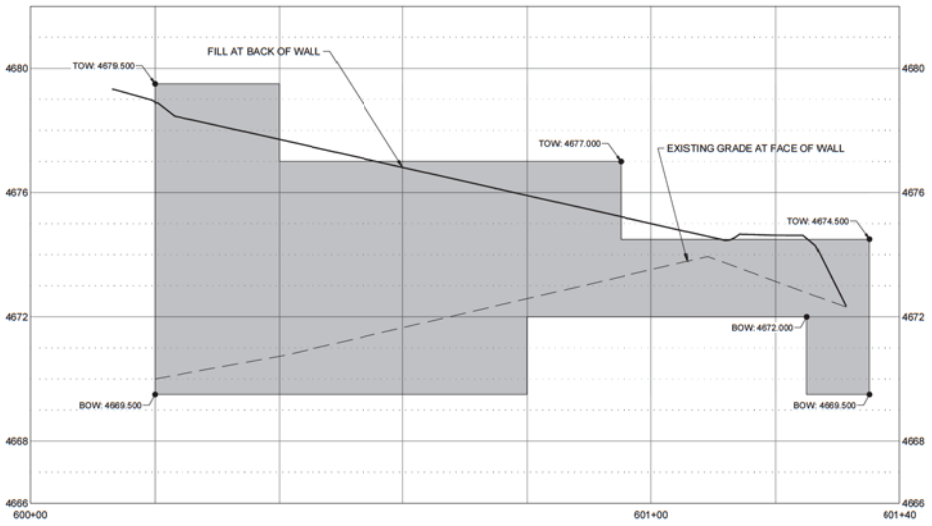
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ALIGNMENT PROFILE - WALL A



GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00

GRAPHIC SCALE
HORIZ: 0 10 20
VERT: 0 5 10

KELLER ASSOCIATES
309 North 3rd Avenue Suite A
Pocatello, ID 83201
(208) 238-2146



NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

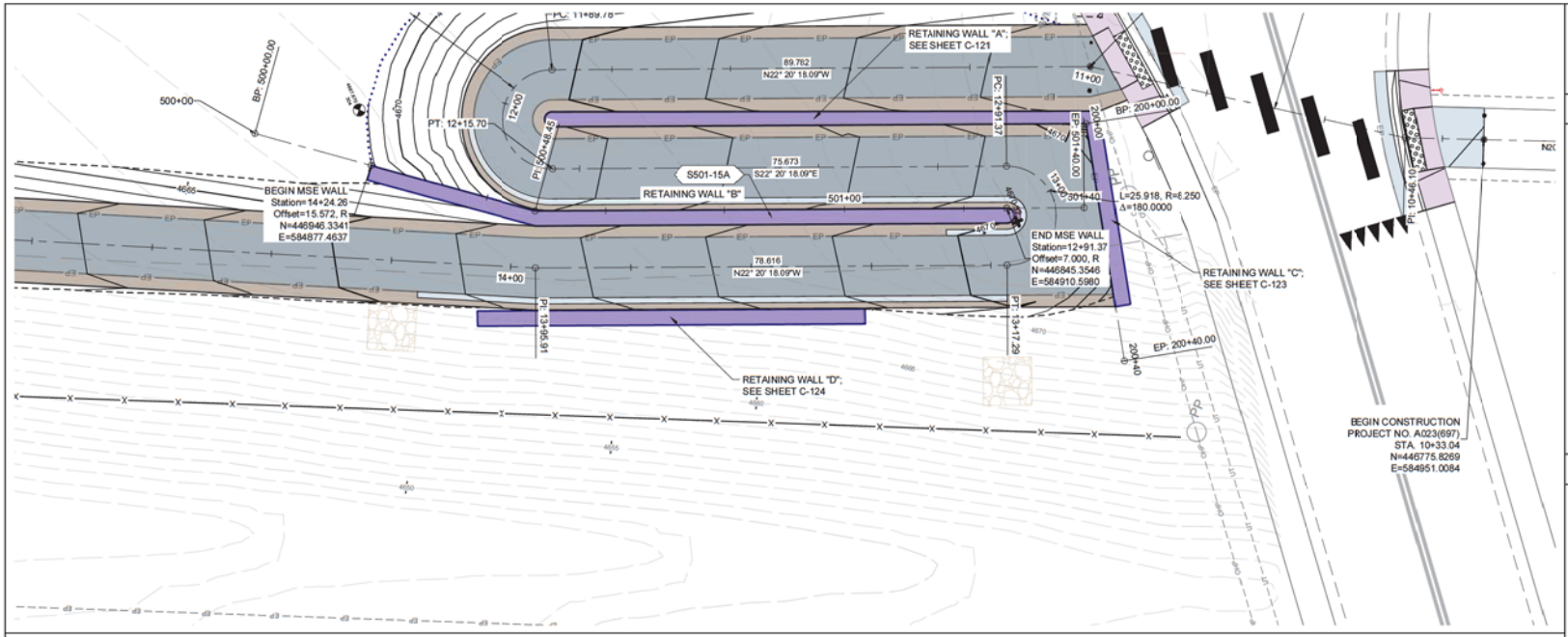
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PROJECT NO.	PAGE
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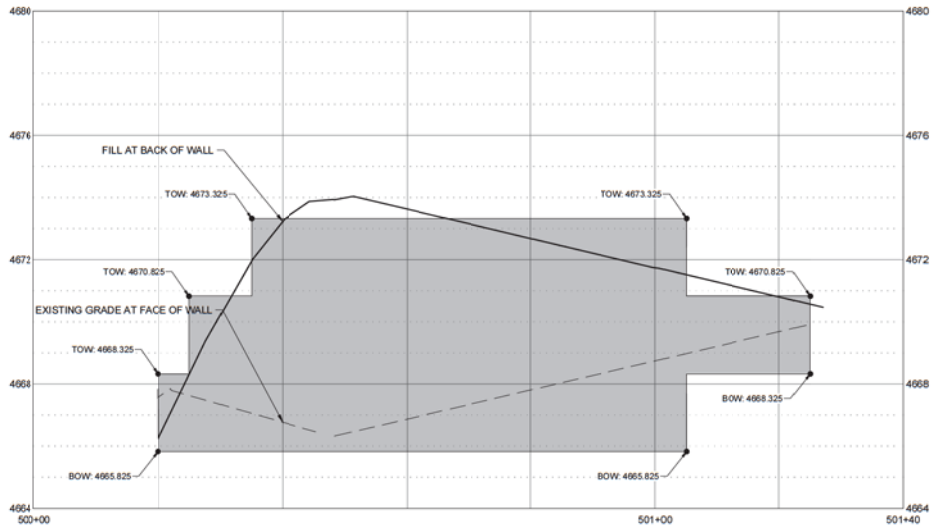
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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D



ALIGNMENT PROFILE - WALL B



GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00

GRAPHIC SCALE
HORIZ: 0 10 20
VERT: 0 5 10

KELLER ASSOCIATES
300 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Expires 6/30/2025
21932
5/31/2023
ROBERT A. GUTHROW

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

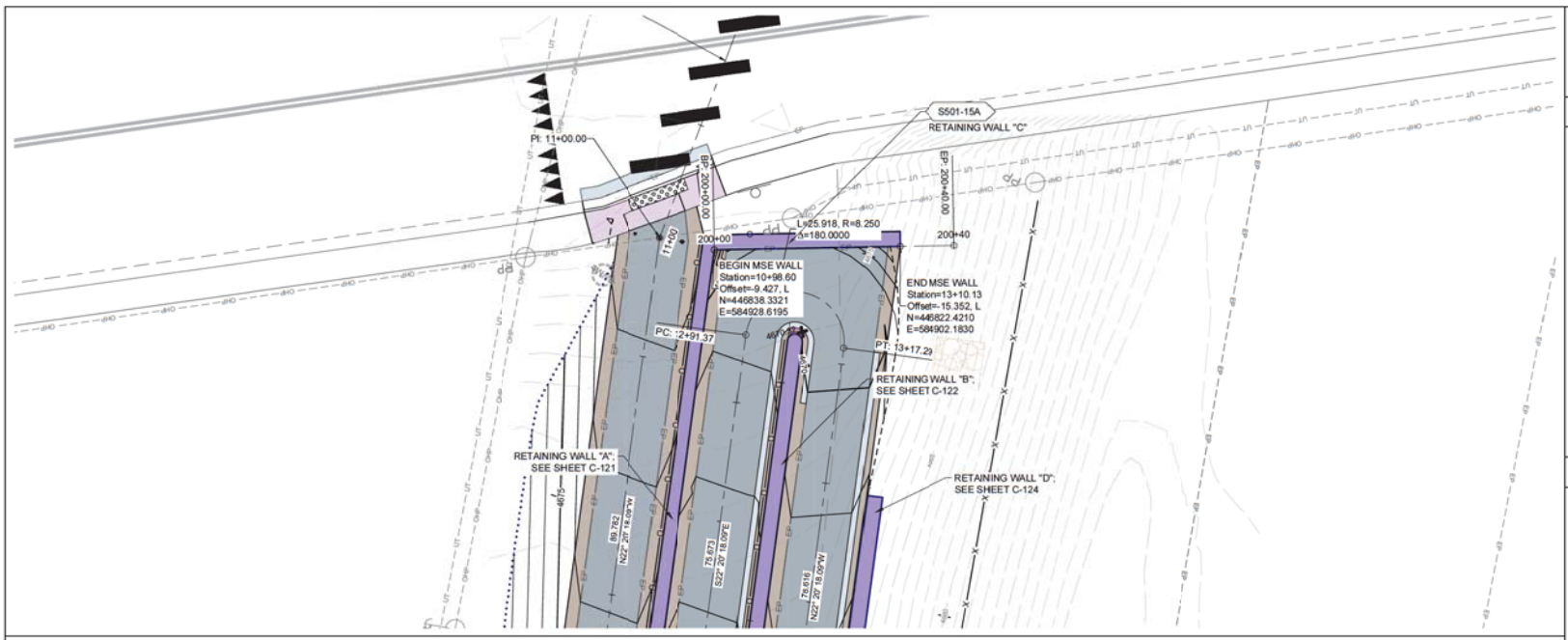
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PROJECT NO. 23697 | PAGE 21

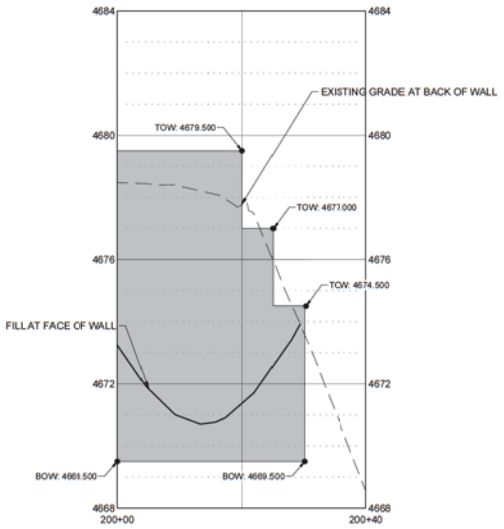
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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D



ALIGNMENT PROFILE - WALL C



GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00

GRAPHIC SCALE
HORIZ: 0 10 20
VERT: 0 5 10

KELLER ASSOCIATES
309 North 3rd Avenue Suite A
Pocatello, ID 83201
(208) 238-2146

21932
03/12/2025
STATE OF IDAHO
SPENCER A. GUTHRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

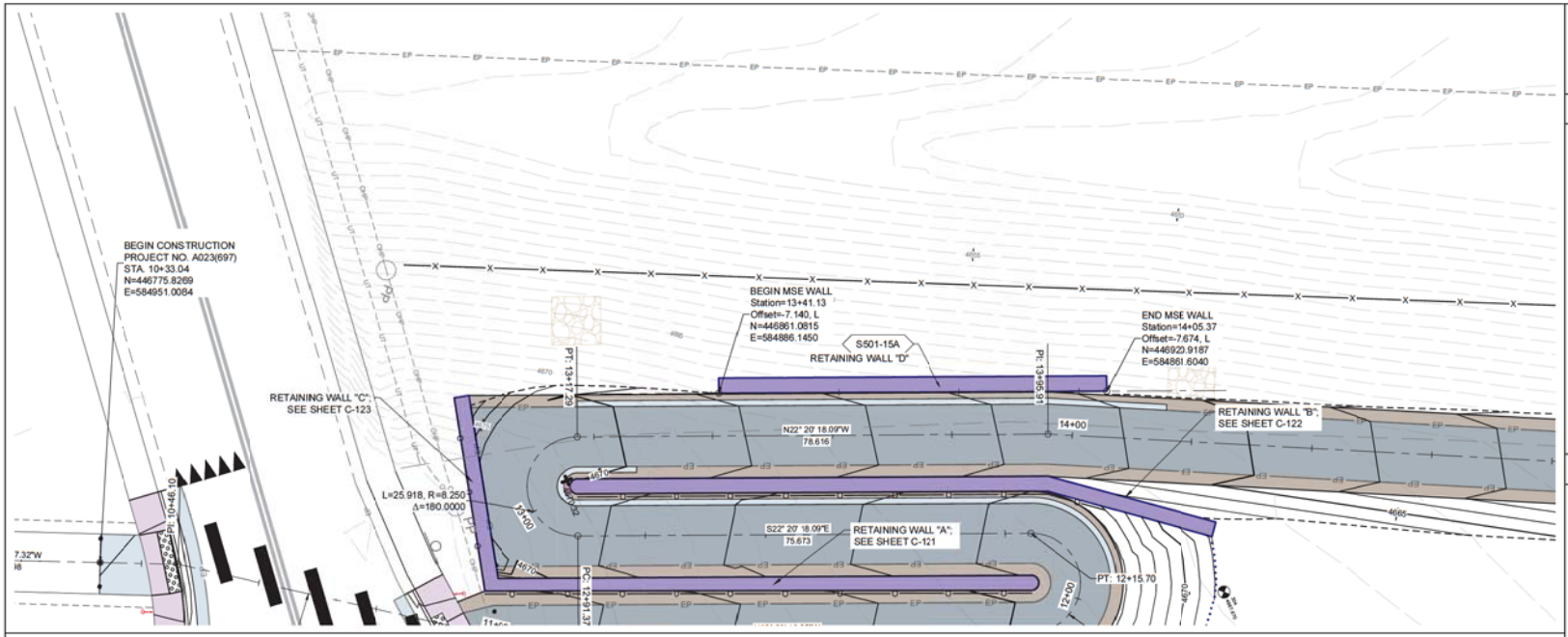
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PROJECT NO. 23697 | PAGE 22

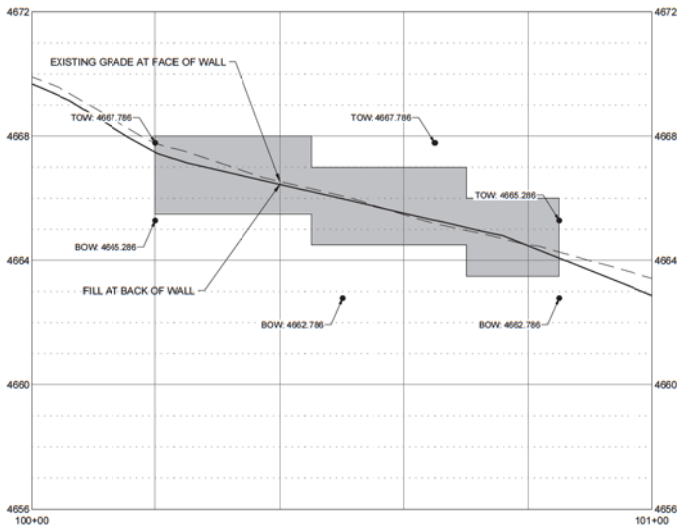
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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D



ALIGNMENT PROFILE - WALL D



GRAPHIC SCALE
HORIZ: 0 10 20
VERT: 0 5 10

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

S501-15A	RETAINING WALL 145 FT., STA. 100+10.00 TO STA. 101+55.00

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(208) 238-2146



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

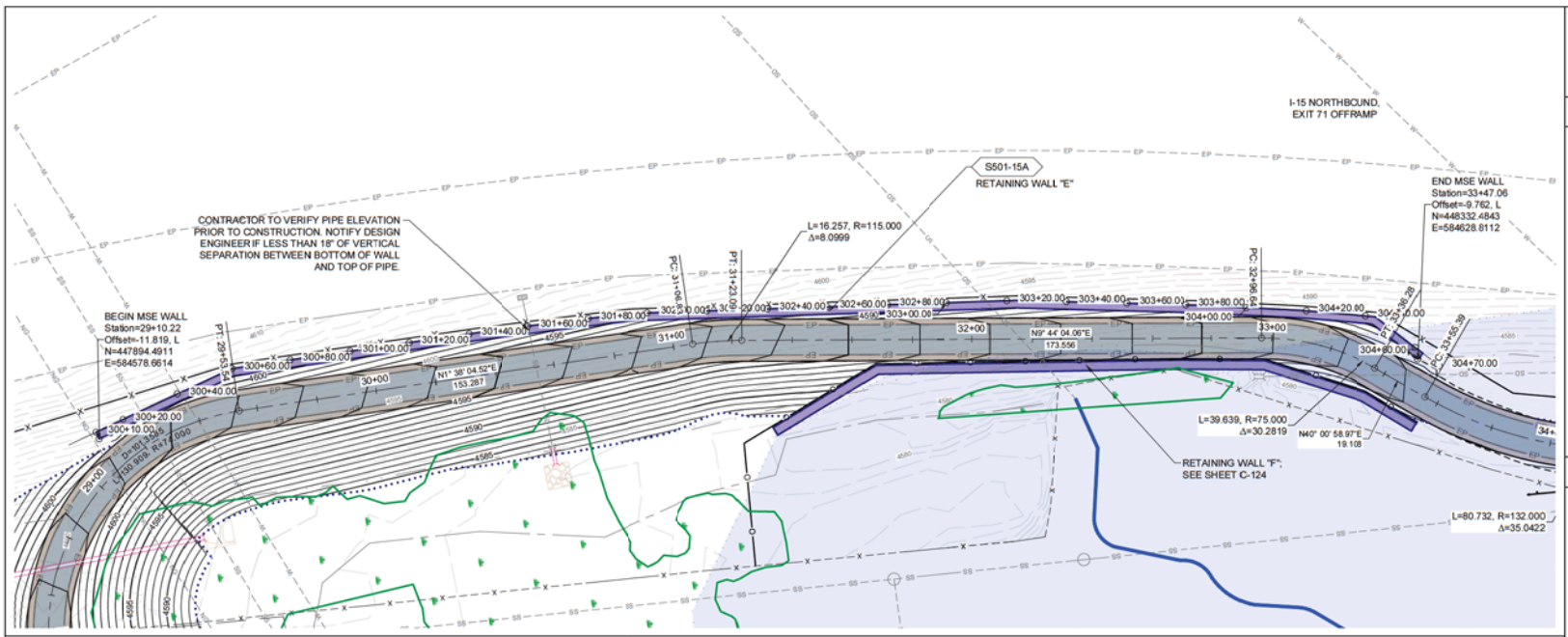
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PROJECT NO.	PAGE
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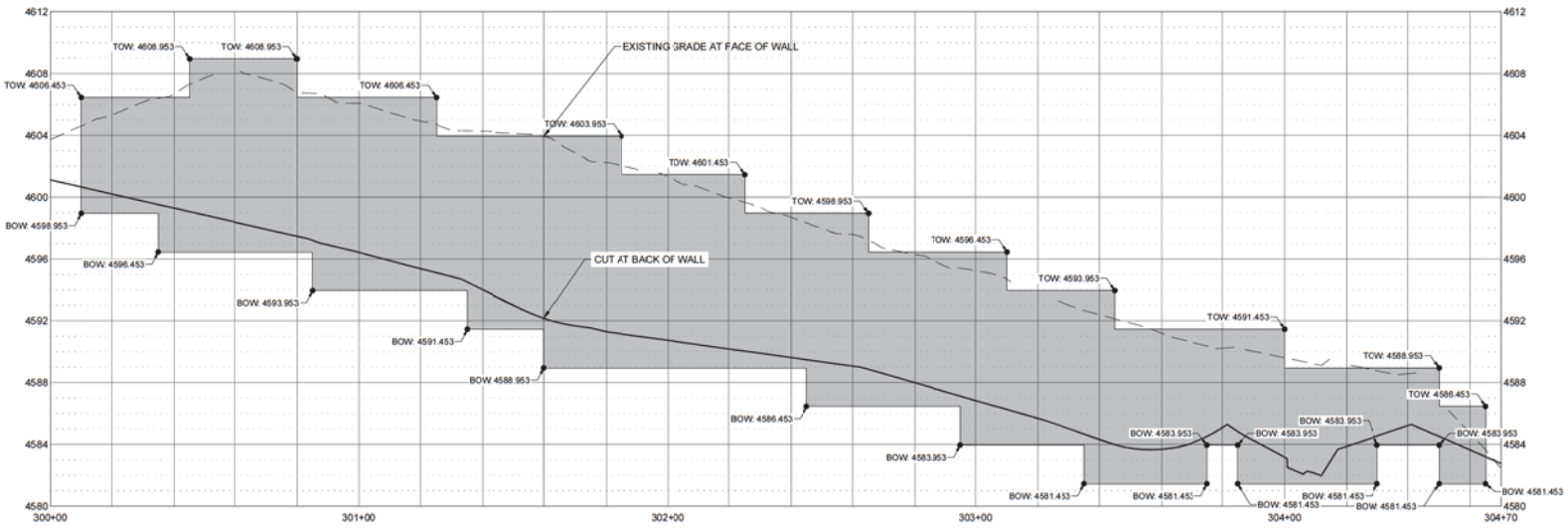
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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D



ALIGNMENT PROFILE - WALL E



GRAPHIC SCALE
HORIZ: 0 15 30
VERT: 0 5 10

GENERAL SHEET NOTES

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PAY ITEMS

S501-15A	RETAINING WALL 320 FT., STA. 300+20.00 TO STA. 303+40.00

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Pocatello, ID 83201
(208) 238-2146

RYAN A. CUTLIP 21932 03/12/2025 STATE OF IDAHO RYAN A. CUTLIP

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

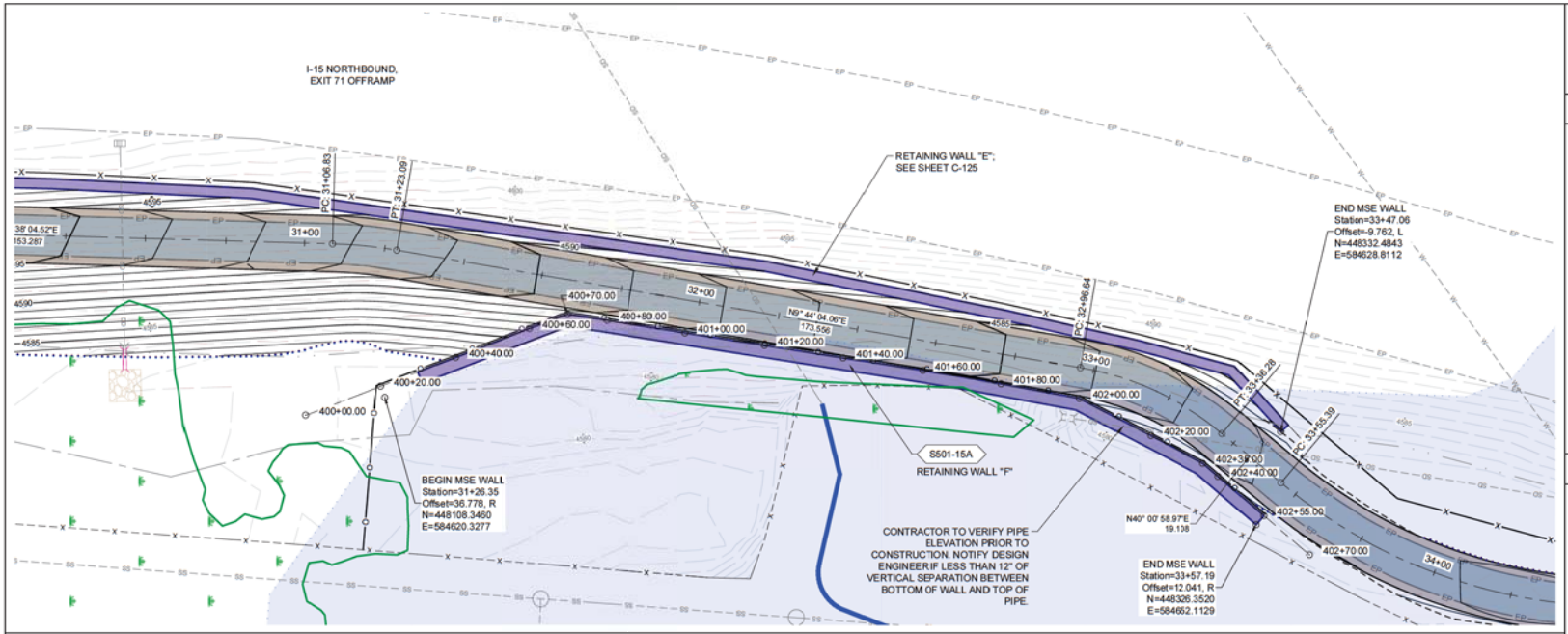
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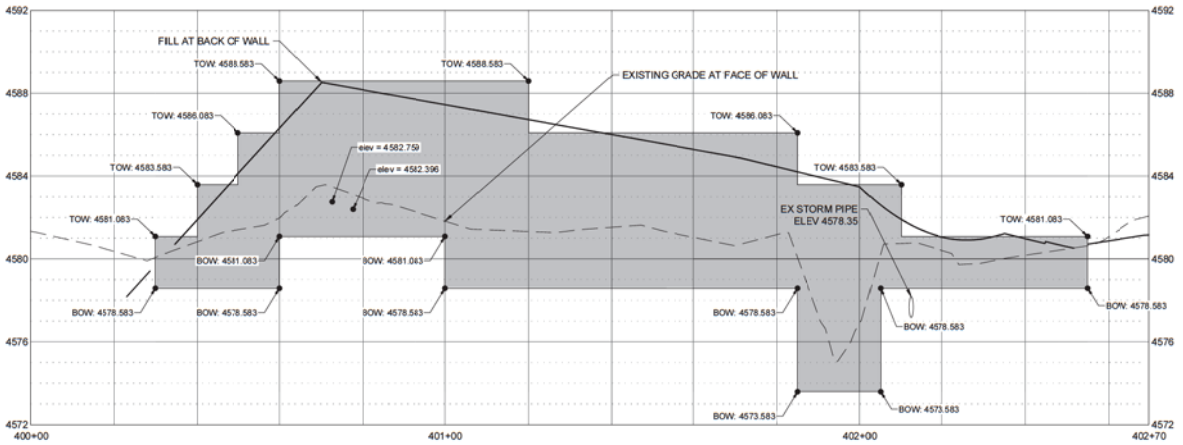
PROJECT NO. 23697
PAGE 24
SHEET NO. C-125

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ALIGNMENT PROFILE - WALL F



GRAPHIC SCALE

HORIZ: 0 15 30
VERT: 0 5 10

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

S501-15A	RETAINING WALL 235 FT., STA. 400+20.00 TO STA. 402+55.00

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

21932
3/12/2025
STATE OF IDAHO
OWEN A. GUTHROW

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

RETAINING WALL PLAN AND PROFILE

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VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

PROJECT NO. 23697 | PAGE 25

SHEET NO. C-126

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LAST SAVED: 2/13/2026 2:23 PM
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0 100 200

GENERAL SHEET NOTES

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SHEET KEYNOTES

1	CABLE ONE
2	CENTURYLINK
3	CITY OF POCATELLO - WATER
4	CITY OF POCATELLO - SEWER
5	CITY OF POCATELLO - STORM
6	CITY OF POCATELLO - IRRIGATION
7	DIRECT COMMUNICATIONS
8	IDAHO POWER
9	INTERMOUNTAIN GAS
10	SYRINGA NETWORKS
R	RETAIN AND PROTECT
M	MOVE AT UTILITY EXPENSE
P	MOVE AT PROJECT EXPENSE

KELLER ASSOCIATES
505 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Gutierrez
21932
2/12/2025
STATE OF IDAHO
RYAN A. GUTIERREZ

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

UTILITY PLAN

DRAWN: PAG CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

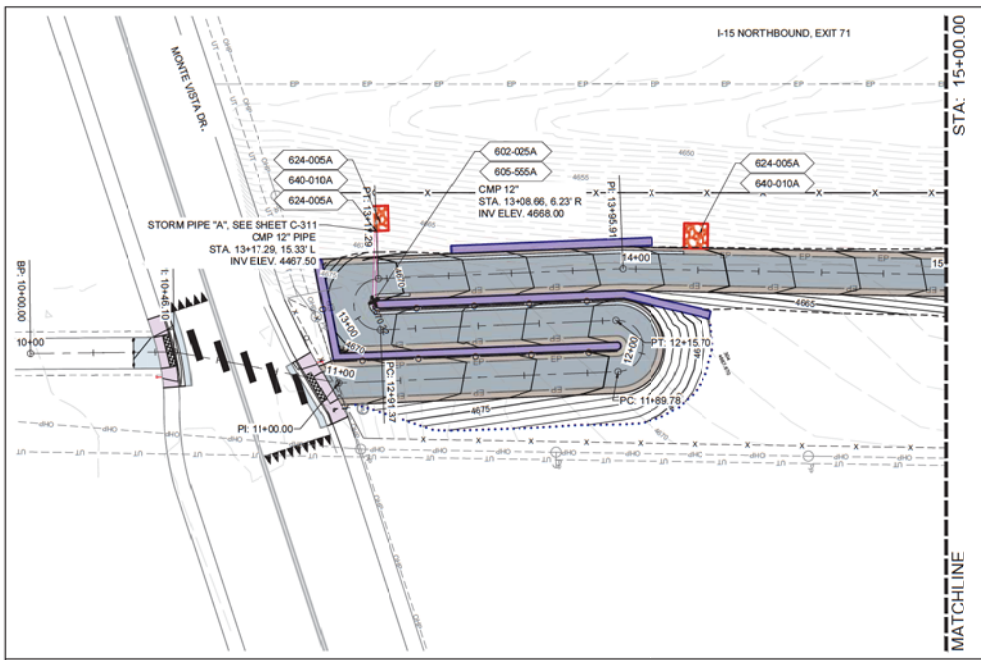
PROJECT NO. 23697

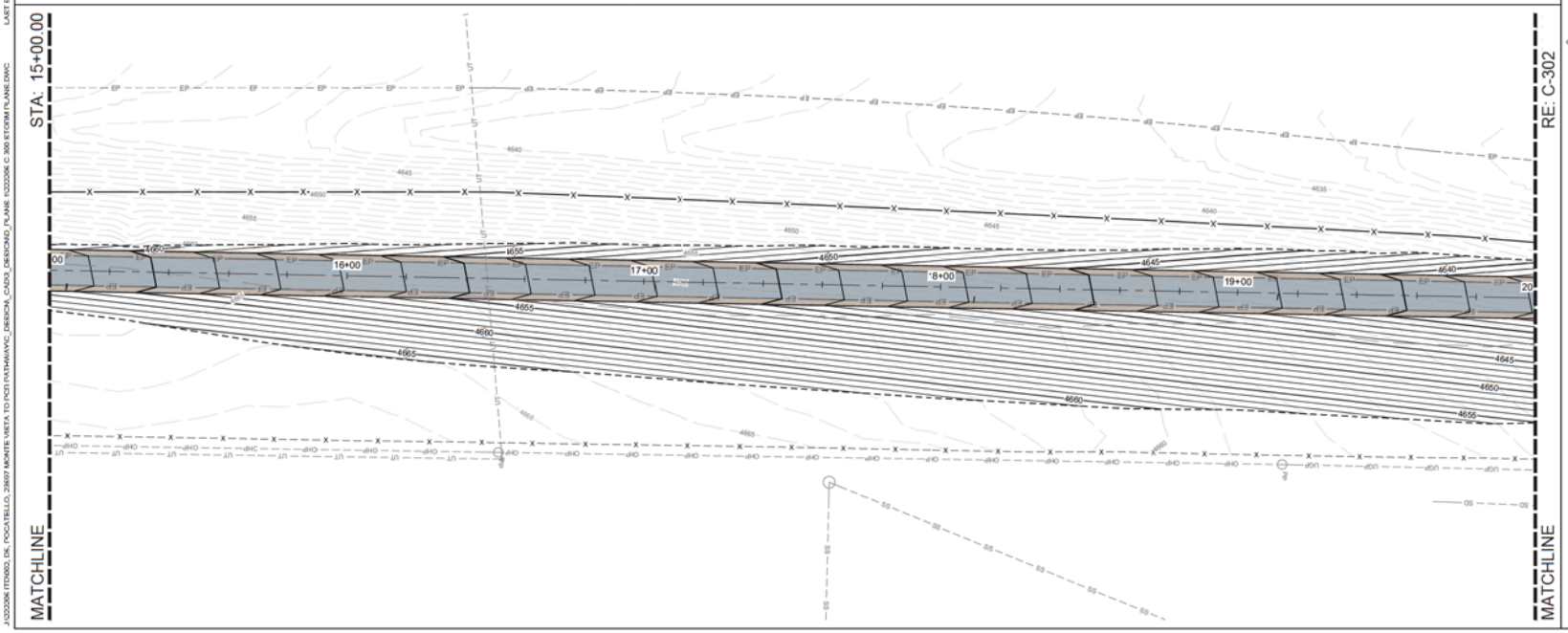
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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

602-025A	12" PIPE CULVERT STA. 13+08.66, 7.00' L TO STA. 13+17.29, 9.50' R
605-555A	CATCH BASIN TYPE 3 STA. 12+91.37, 7.00' L
608-025A	12" APRON FOR PIPE STA. 13+17.29, 9.50' R
624-005A	LOOSE RIPRAP STA. 13+15.46, 9.45' L TO STA. 13+21.29, 17.50' R AND STA. 14+15.37, 7.00' L TO STA. 14+23.37, 15.00'L
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE STA.13+15.46, 9.45' L TO STA. 13+21.29, 17.50' R AND STA. 14+15.37, 7.00' L TO STA. 14+23.37, 15.00'L

KELLER ASSOCIATES
300 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

STORM PLANS STA. 11+00 - STA. 20+00

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

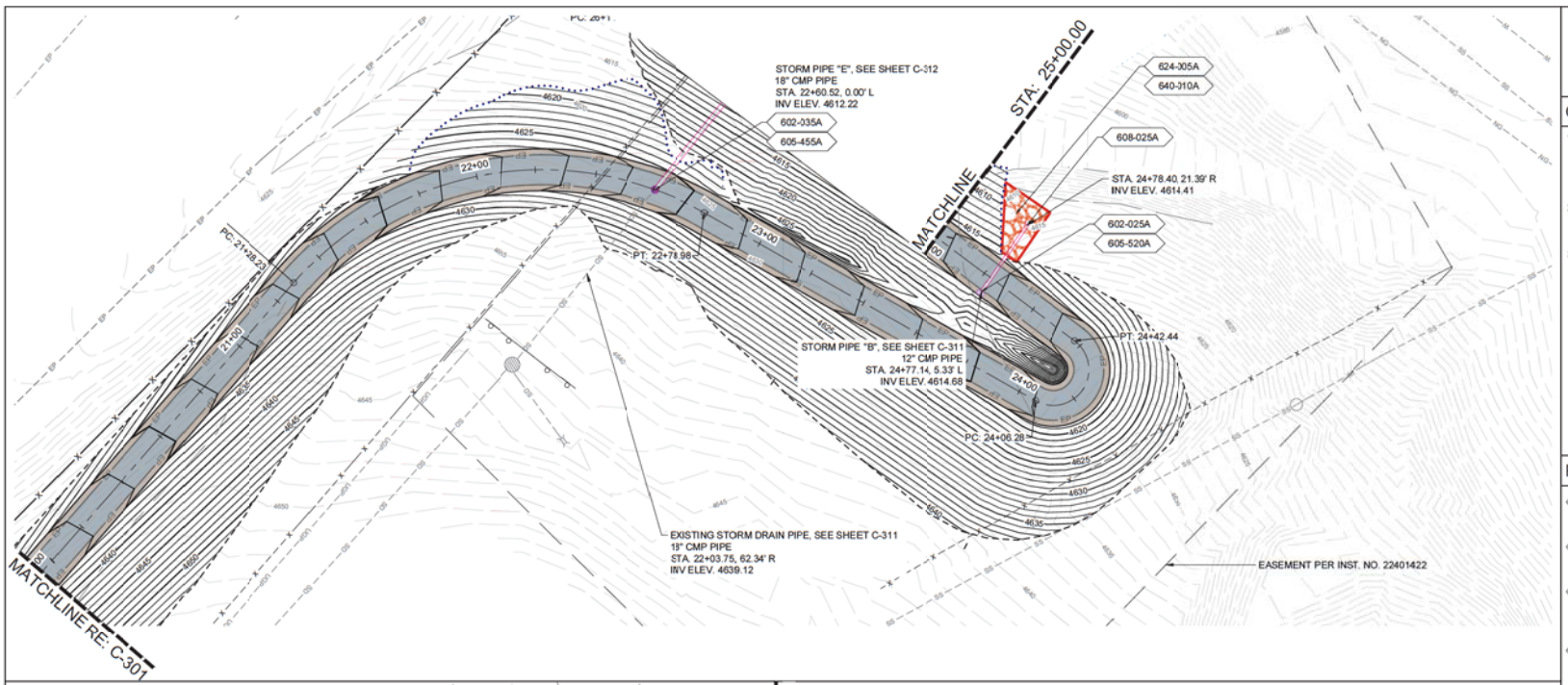
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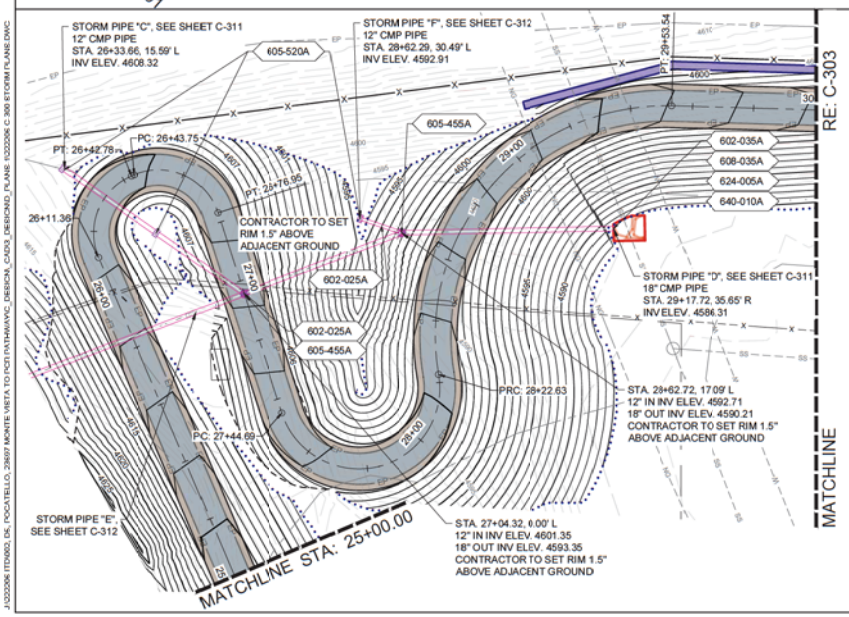
PROJECT NO. 23697 | PAGE 27

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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D600D





GRAPHIC SCALE
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VERT: 0 5 10

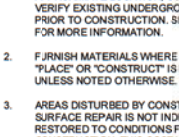
GENERAL SHEET NOTES

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PAY ITEMS

602-025A	12" PIPE CULVERT STA. 24+77.14, 5.33' L TO STA. 24+77.83, 9.16' R
602-035A	18" PIPE CULVERT STA. 28+62.72, 17.09' L TO STA. 29+17.72, 35.65' R
605-455A	MANHOLE TYPE A STA. 22+60.52, 0.00' L AND STA. 27+04.32, 0.00' L AND STA. 28+62.72, 17.09' L
605-520A	CATCH BASIN TYPE 3 STA. 24+77.14, 5.33' L STA. 26+31.66, 15.59' L STA. 26+43.02, 20.04' R STA. 28+62.29, 30.49' L
608-025A	12" APRON FOR PIPE STA. 26+33.66, 15.59' L
608-035A	18" APRON FOR PIPE STA. 29+17.72, 35.65' R
624-005A	LOOSE RIPRAP STA. 24+73.83, 9.35' R TO STA. 24+79.82, 9.06' R AND STA. 24+74.77, 29.32' R TO STA. 24+92.75, 28.47' R STA. 29+14.12, 39.23' R TO STA. 29+18.77, 34.43' R AND STA. 29+35.27, 42.61' R TO STA. 29+38.25, 34.74' R
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE STA. 24+73.83, 9.35' R TO STA. 24+79.82, 9.06' R AND STA. 24+74.77, 29.32' R TO STA. 24+92.75, 28.47' R STA. 29+14.12, 39.23' R TO STA. 29+18.77, 34.43' R AND STA. 29+35.27, 42.61' R TO STA. 29+38.25, 34.74' R

KELLER ASSOCIATES
300 North 3rd Avenue, Suite A
Pocatello, ID 83201
(208) 238-2146



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

STORM PLANS STA. 20+00 - STA. 30+00

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

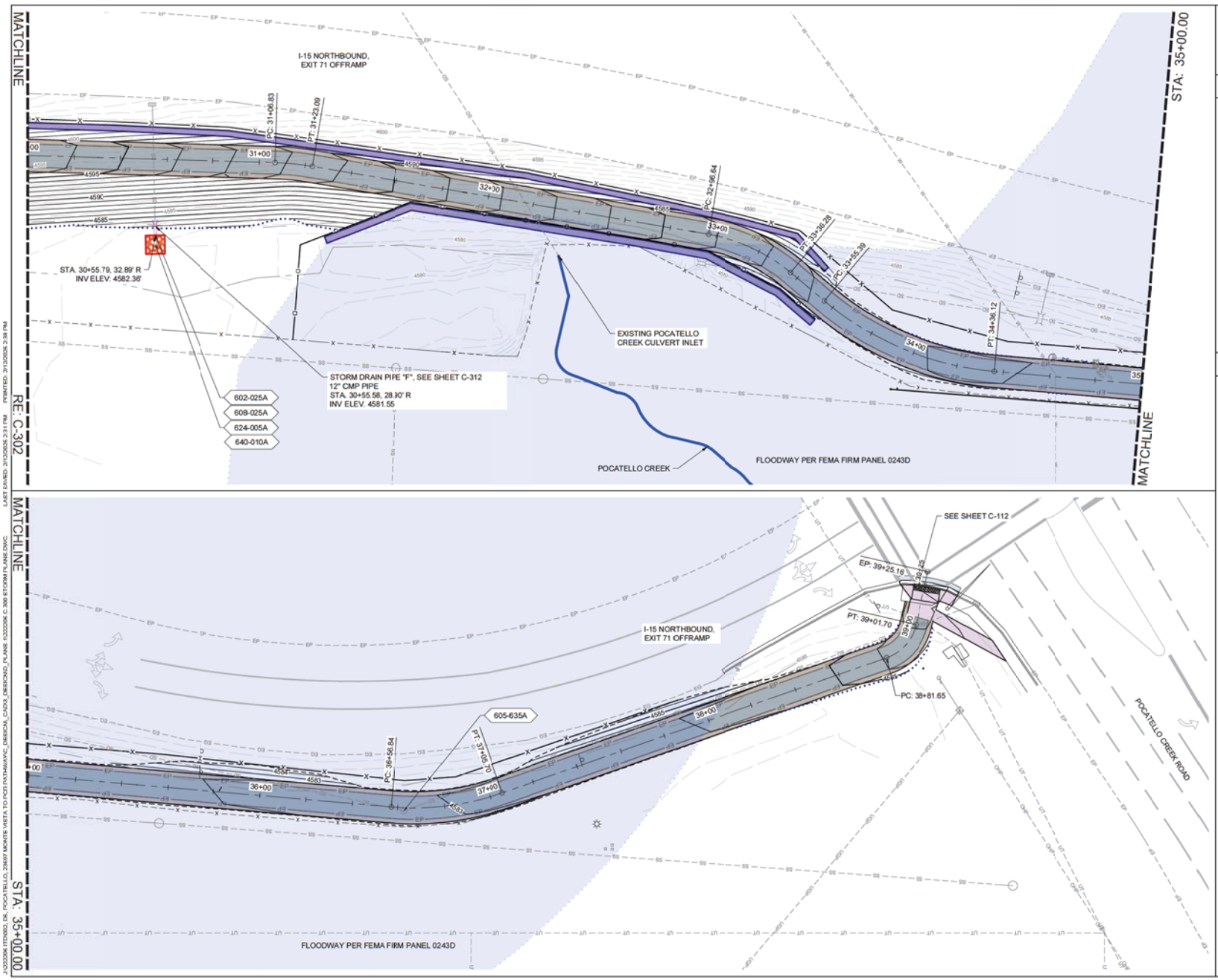
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PROJECT NO. 23697 | PAGE 28

SHEET NO. C-302

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GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 5 10

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

602-025A	12" PIPE CULVERT STA. 30+55.53, 27.90' R TO STA. 30+56.14, 39.88' R
605-635A	ADJUST MANHOLE COVERS STA. 36+62.79, 1.25' R
608-025A	12" APRON FOR PIPE STA. 30+55.79, 32.89' R
624-005A	LOOSE RIPRAP STA. 30+51.79, 33.09' R TO STA. 30+52.20, 41.08' R AND STA. 30+59.78, 32.69' R TO STA. 30+60.19, 40.68' R
640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE STA. 30+51.79, 33.09' R TO STA. 30+52.20, 41.08' R AND STA. 30+59.78, 32.69' R TO STA. 30+60.19, 40.68' R

FLOODWAY

KELLER ASSOCIATES
300 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Expires 6/30/2022
21932
5/12/2021
STATE OF IDAHO
PETER A. GUTHROP

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

STORM PLANS STA. 30+00 - STA. 39+05

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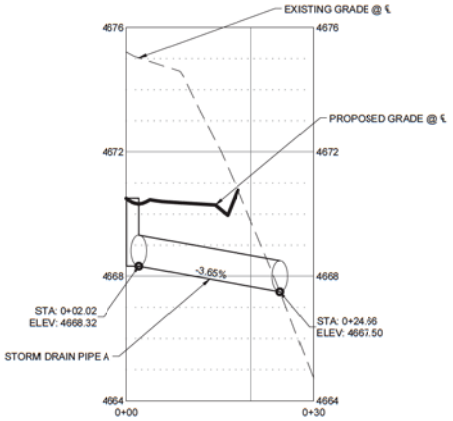
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1-1/2 Inches

PROJECT NO. 23697
PAGE 29
SHEET NO. C-303

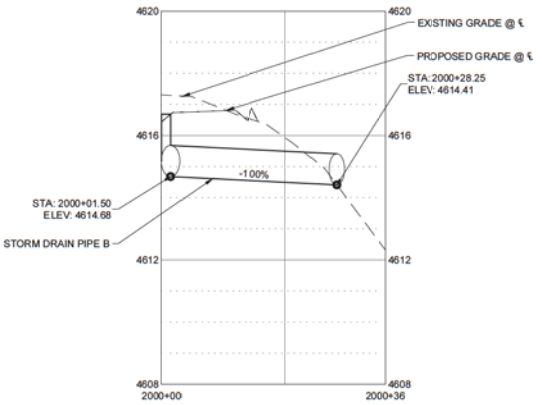
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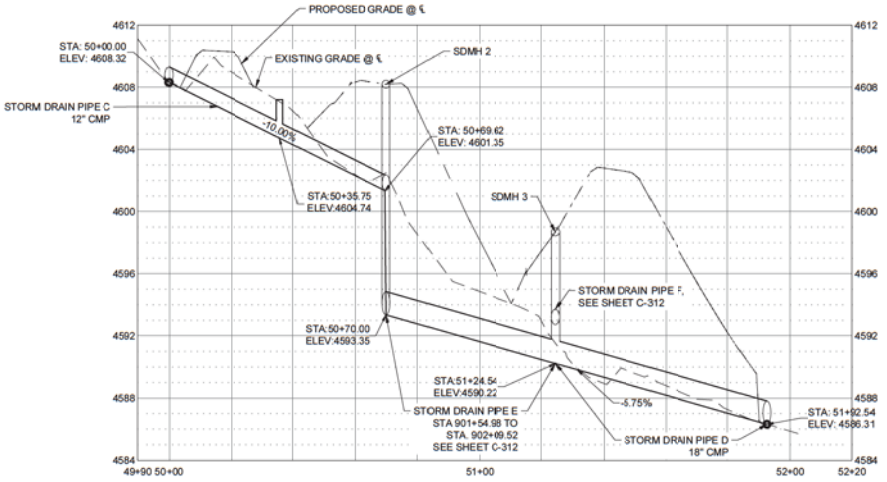
STORM PROFILE A



STORM PROFILE B



STORM PROFILE C AND D



GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 2 4

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCIDENTAL TO THE CONTRACT.

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

DRAINAGE PIPE PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

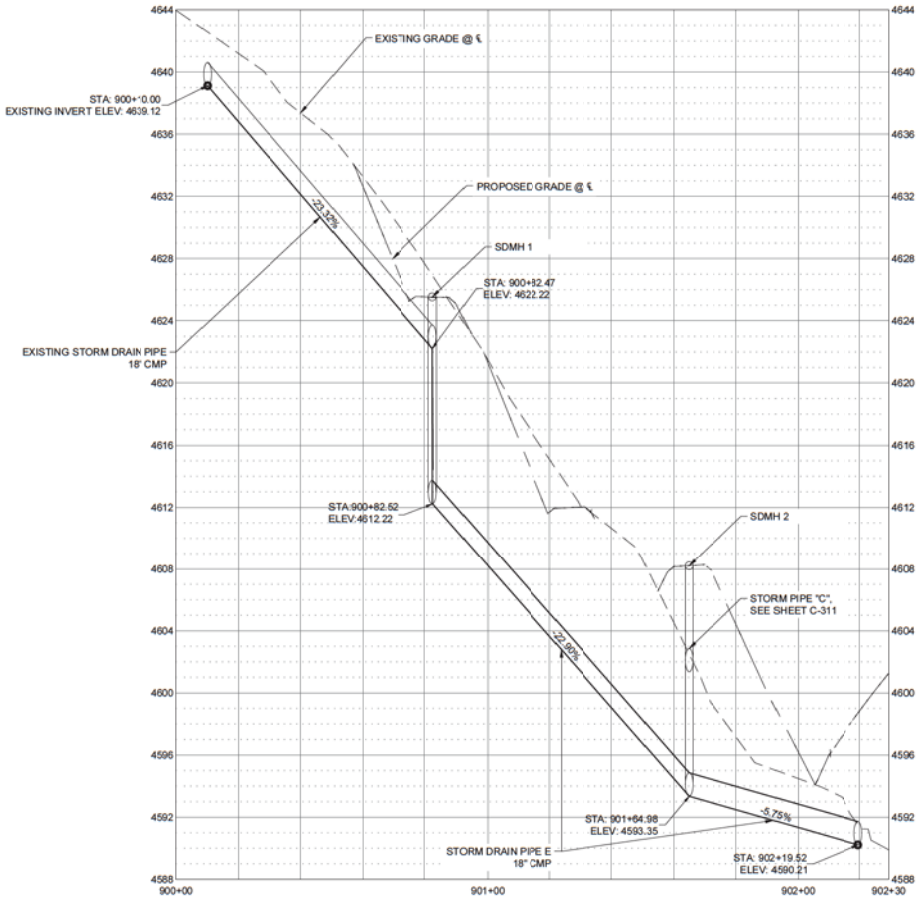
PROJECT NO. 23697 | PAGE 30

SHEET NO. C-311

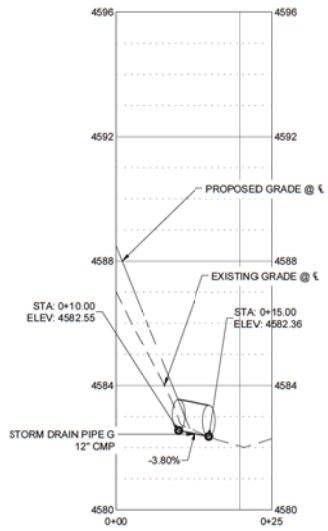
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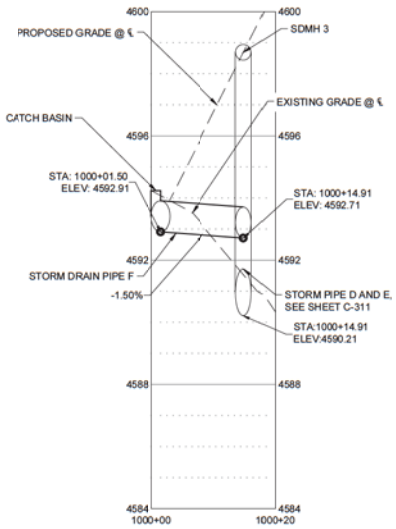
STORM PIPE E



STORM PIPE G



STORM PIPE F



GRAPHIC SCALE
HORIZ: 0 20 40
VERT: 0 2 4

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

602-025A	12" PIPE CULVERT STA. 29+52.41, 20.25' R TO STA. 29+51.52, 32.216' R
608-025A	12" APRON FOR PIPE STA. 29+51.52, 32.216' R

KELLER ASSOCIATES
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Pocatello, ID 83201
(208) 238-2146

REGISTERED PROFESSIONAL ENGINEER
Kyler A. Gutridge
21932
5/12/2025
STATE OF IDAHO
KYLER A. GUTRIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

DRAINAGE PIPE PROFILE

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

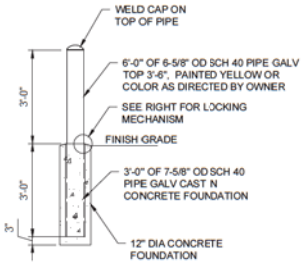
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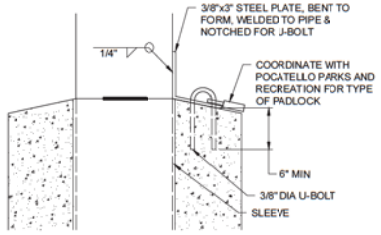
PROJECT NO. 23697 | PAGE 31

SHEET NO. C-312

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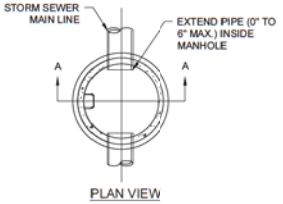
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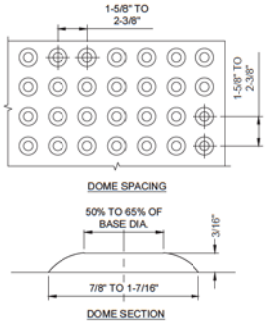
LOCKING MECHANISM
N.T.S.

C0121 BOLLARD REMOVABLE
1/2" = 1'-0"



PLAN VIEW

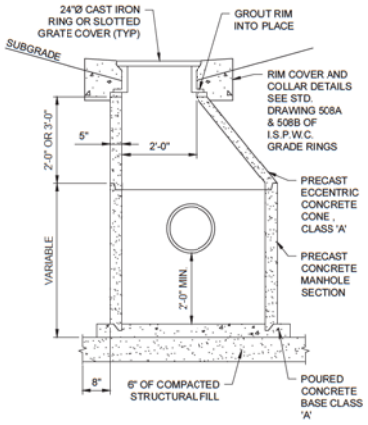
NOTES:
1. 4'-0" OR GREATER DEPTH; PIPE DIA. < 24"



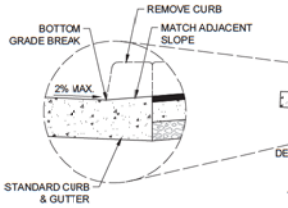
NOTES:

1. DETECTABLE WARNING SURFACE SHALL BE REPLACEABLE AND 24" WIDE IN THE DIRECTION OF TRAVEL AND EXTEND THE FULL WIDTH OF THE CURB RAMP, LANDING OR BLEND TRANSITION.
2. DETECTABLE WARNING SURFACES CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE OR RADIAL GRID PATTERN.
3. DETECTABLE WARNING DOMES SHALL BE PRE-MANUFACTURED UNITS INTEGRALLY CAST INTO CONCRETE RAMP TO ACHIEVE THE TRUNCATED DOME DIMENSIONS AND SPACING SHOWN IN PLAN. INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. METHODS OF CONSTRUCTION AND COLORATION MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION. SUBMIT STANDARD MANUFACTURERS COLOR TO OWNER FOR COLOR SELECTION. SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

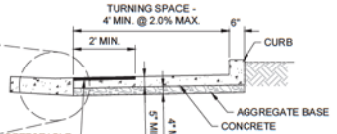
C1500 DETECTABLE WARNING FOR PEDESTRIAN ACCESS
N.T.S.



C5002 STANDARD STORM SEWER MANHOLE
N.T.S.



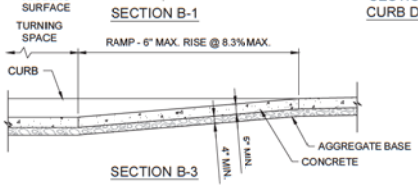
CURB CUT DETAIL



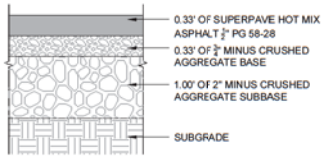
SECTION B-1



SECTION B-2
CURB DETAIL

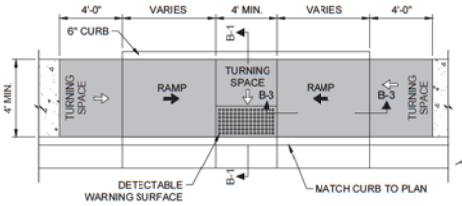


SECTION B-3



NOTES:
1. SEE SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION REQUIREMENT.
2. PREPARE SUBGRADE IN ACCORDANCE WITH SPECIFICATIONS.

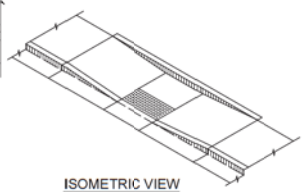
C1005 ASPHALT PAVEMENT - PATCH BACK SECTION
N.T.S.



NOTE: SEE C1520 PEDESTRIAN CURB RAMP TYPE 'B' - SECTIONS & NOTES FOR MORE INFORMATION.

C1521 PEDESTRIAN CURB RAMP - TYPE 'B1' LAYOUT
N.T.S.

LEGEND
- 2.0% MAX. SLOPE ALL DIRECTIONS
- 6" MAX. RISE @ 8.3% MAX. SLOPE
- 2.0% OR FLATTER CROSS SLOPE
- CONCRETE - 5" THICK
- SIDEWALK



ISOMETRIC VIEW

NOTES:
1. THESE SECTIONS AND NOTES ARE RELATED TO ALL TYPE 'B' PEDESTRIAN CURB RAMPS (PARALLEL STYLE), SEE LAYOUT DETAIL FOR MORE INFORMATION.
2. PARALLEL CURB RAMPS HAVE A RAMP OR RAMPS IN-LINE WITH THE DIRECTION OF SIDEWALK TRAVEL AND LOWER THE SIDEWALK TO A LEVEL TURNING SPACE WHERE A TURN IS MADE TO ENTER THE PEDESTRIAN STREET CROSSING.
3. ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 5" THICK WITH 4" OF 3/4" AGGREGATE BASE.
4. ALIGN ALTERNATING CURB AND SIDEWALK JOINTS. CONSTRUCT JOINTS APPROXIMATELY 1/8" WIDE AND 3/4" IN DEPTH.
5. ALL RAMP SURFACES TO BE 8.3% (12:1) MAXIMUM SLOPE TO CONFORM WITH ADA REQUIREMENTS.
6. THE RAMP THROAT WIDTH TO BE 4' MINIMUM MEASURED PERPENDICULAR TO THE THROAT DEPTH OF THE RAMP.
7. PROVIDE A 4'X4' TURNING SPACE (LANDING) AT TOP AND BOTTOM WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACE.
8. THE CROSS SLOPE OF THE RAMP AND TURNING SPACE SHALL NOT EXCEED 2%. CROSS SLOPE IS MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
9. ENSURE THAT GRADE BREAKS ARE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN AND ARE FLUSH. DO NOT CREATE GRADE BREAKS ON THE SURFACE OF RAMP RUNS AND TURNING SPACES.
10. ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF THE CURB RAMP RUNS DO NOT EXCEED TWO PERCENT.
11. THE PEDESTRIAN CIRCULATION PATH IS A PREPARED SURFACE PROVIDED FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY. THE PEDESTRIAN ACCESS ROUTE IS A CONTINUOUS AND UNOBSTRUCTED PATH OF TRAVEL PROVIDED FOR PEDESTRIANS WITH DISABILITIES WITHIN OR COINCIDING WITH A PEDESTRIAN CIRCULATON PATH.
12. WHERE PRACTICAL, PLACE UTILITY COVERS, VAULT FRAMES, AND GRATINGS OUTSIDE RAMP RUNS, TURNING SPACES, OR GUTTER AREAS. LOCATE CATCH BASINS AND INLETS OUTSIDE OF RAMP RUNS AND FLARES.
13. PROVIDE DETECTABLE WARNING SURFACE TO WARN PEDESTRIANS WHEN THE PEDESTRIAN ACCESS ROUTE ENTERS TRAFFIC. SEE "DETECTABLE WARNING SURFACE FOR PEDESTRIAN ACCESS" DETAIL FOR INSTALLATION AND LOCATION.

C1520 PEDESTRIAN CURB RAMP TYPE 'B' - SECTIONS & NOTES
N.T.S.

KELLER ASSOCIATES
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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

DETAILS

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VERIFY SCALE: Scales based on 22"x34" prints.

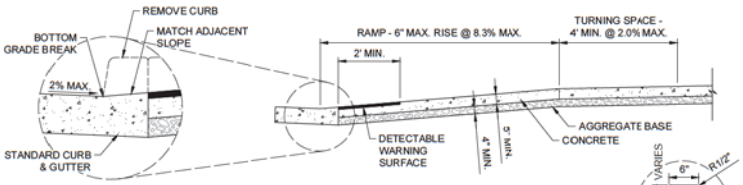
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PROJECT NO. 23697 | PAGE 32

SHEET NO. C-501

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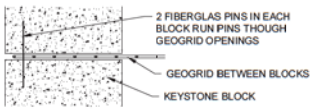
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CURB CUT DETAIL

SECTION A-1

SECTION A-2
CURB DETAIL

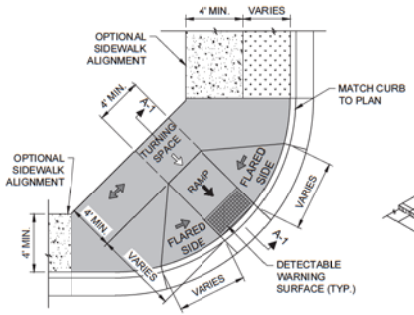


NOTES:
1. RETAINING WALL SHALL BE CONSTRUCTED OF KEYSTONE RETAINING WALL SYSTEM BLOCKS AS MANUFACTURED BY CONTECH CONSTRUCTION PROCUCTS OR AN APPROVED EQUAL.
2. BLOCKS SHALL BE KEYSTONE - COMPAC BLOCKS, OR APPROVED EQUAL, WITH THE FOLLOWING CHARACTERISTICS:
   -SIZE = 8"H x 18"W x 12"D
   -EXPOSED FACE AREA = 1 SQ FT
   -WEIGHT = 85 LBS
3. TOP OF RETAINING WALLS WILL BE CAPPED WITH STANDARD 4" CAPPING BLOCKS AS SUPPLIED BY THE RETAINING WALL BLOCK MANUFACTURER.
4. SLOPE RETAINING WALLS TO DRAIN AWAY FROM GRADE BREAK AS INDICATED BY ARROWS.

C2211 GEOGRID ANCHORING
N.T.S.

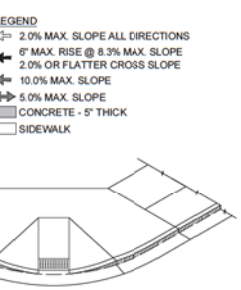
NOTES:
1. THESE SECTIONS AND NOTES ARE RELATED TO ALL TYPE 'A' PEDESTRIAN CURB RAMPS (PERPENDICULAR STYLE), SEE LAYOUT DETAIL FOR MORE INFORMATION.
2. PERPENDICULAR CURB RAMPS HAVE A RAMP THAT CUTS THROUGH THE CURB AT RIGHT ANGLES OR MEETS THE GUTTER GRADE BREAK AT RIGHT ANGLES WHEN THE CURB IS CURVED. THE RAMP AND CURB MAY ALSO MEET A SKEW WHEN THE RAMP IS ALIGNED WITH THE PATH OF THE PEDESTRIAN TRAFFIC.
3. ALL CONCRETE ADJOINING THE RADIUS WITHIN AND AROUND THE RAMPS TO BE 5" THICK WITH 4"OF 3/4" AGGREGATE BASE.
4. ALIGN ALTERNATING CURB AND SIDEWALK JOINTS. CONSTRUCT JOINTS APPROXIMATELY 1/8" WIDE AND 3/4" IN DEPTH.
5. ALL RAMP SURFACES TO BE 8.3% (12:1) MAXIMUM SLOPE TO CONFORM WITH ADA REQUIREMENTS.
6. THE RAMP THROAT WIDTH TO BE 4' MINIMUM MEASURED PERPENDICULAR TO THE THROAT DEPTH OF THE RAMP.
7. PROVIDE A 4'X4' TURNING SPACE (LANDING) AT TOP AND BOTTOM WITH A 2.0% OR FLATTER SLOPE IN EACH DIRECTION. TURNING SPACES MAY OVERLAP WITH OTHER TURNING SPACES AND CLEAR SPACE.
8. THE CROSS SLOPE OF THE RAMP AND TURNING SPACE SHALL NOT EXCEED 2%. CROSS SLOPE IS MEASURED PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
9. ENSURE THAT GRADE BREAKS ARE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN AND ARE FLUSH. DO NOT CREATE GRADE BREAKS ON THE SURFACE OF RAMP RUNS AND TURNING SPACES.
10. ENSURE THAT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF THE CURB RAMP RUNS DO NOT EXCEED TWO PERCENT.
11. THE PEDESTRIAN CIRCULATION PATH IS A PREPARED SURFACE PROVIDED FOR PEDESTRIAN TRAVEL IN THE PUBLIC RIGHT-OF-WAY. THE PEDESTRIAN ACCESS ROUTE IS A CONTINUOJS AND UNOBSTRUCTED PATH OF TRAVEL PROVIDED FOR PEDESTRIANS WITH DISABILITIES WITHIN OR COINCIDING WITH A PEDESTRIAN CIRCULATION PATH.
12. PROVIDE FLARED SIDES ON PERPENDICULAR CURB RAMPS OR COMBINATION CURB RAMPS WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP. THE FLARED SIDES ARE PART OF THE PEDESTRIAN CIRCULATION PATH, BUT ARE NOT PART OF THE PEDESTRIAN ACCESS ROUTE. THE SLOPE OF THE FLARED SIDES IS MEASURED PARALLEL TO THE CURB LINE. FLARED SIDES ARE NOT NEEDED OR MAY BE STEEPER WHEN THE PEDESTRIAN CIRCULATION PATH DOES NOT CROSS THE CURB RAMP.
13. WHERE PRACTICAL, PLACE UTILITY COVERS, VAULT FRAMES, AND GRATINGS OUTSIDE RAMP RUNS, TURNING SPACES, OR GUTTER AREAS. LOCATE CATCH BASINS AND INLETS OUTSIDE OF RAMP RUNS AND FLARES.
14. PROVIDE DETECTABLE WARNING SURFACE TO WARN PEDESTRIANS WHEN THE PEDESTRIAN ACCESS ROUTE ENTERS TRAFFIC. SEE "DETECTABLE WARNING SURFACE FOR PEDESTRIAN ACCESS" DETAIL FOR INSTALLATION AND LOCATION.

C1501 PEDESTRAIN CURB RAMP TYPE 'A' - SECTIONS & NOTES
N.T.S.



NOTE: SEE C1501 PEDESTRIAN CURB RAMP TYPE 'A' - SECTIONS & NOTES FOR MORE INFORMATION.

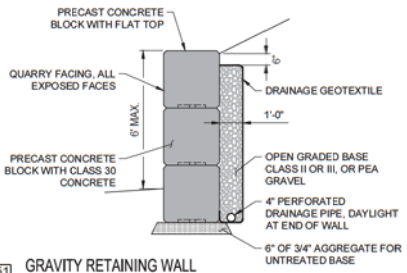
C1504 PEDESTRIAN CURB RAMP - TYPE 'A3' LAYOUT
N.T.S.

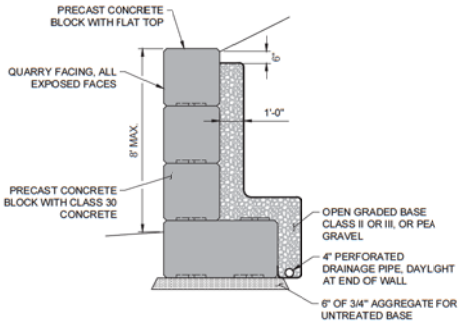


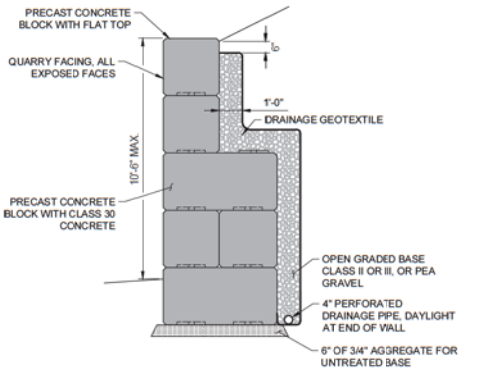
ISOMETRIC VIEW

BASIS OF DESIGN:
1. ULTRABLOCK
2. ALTERNATE ACCEPTABLE BLOCKS
   A. REDI-ROCK
   B. VERTIBLOCK

NOTES:
1. INSTALL BLOCKS ON LEVELED AND COMPACTED SUBGRADE
2. COMPACT SUBGRADE TO 1-FOOT DEPTH TO 95% OF AASHTO T-99







C2251 GRAVITY RETAINING WALL
3/8" = 1'-0"

0 2' 4' 6'

KELLER ASSOCIATES
309 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2145



NO.	REVISIONS	DATE:

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

DETAILS

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

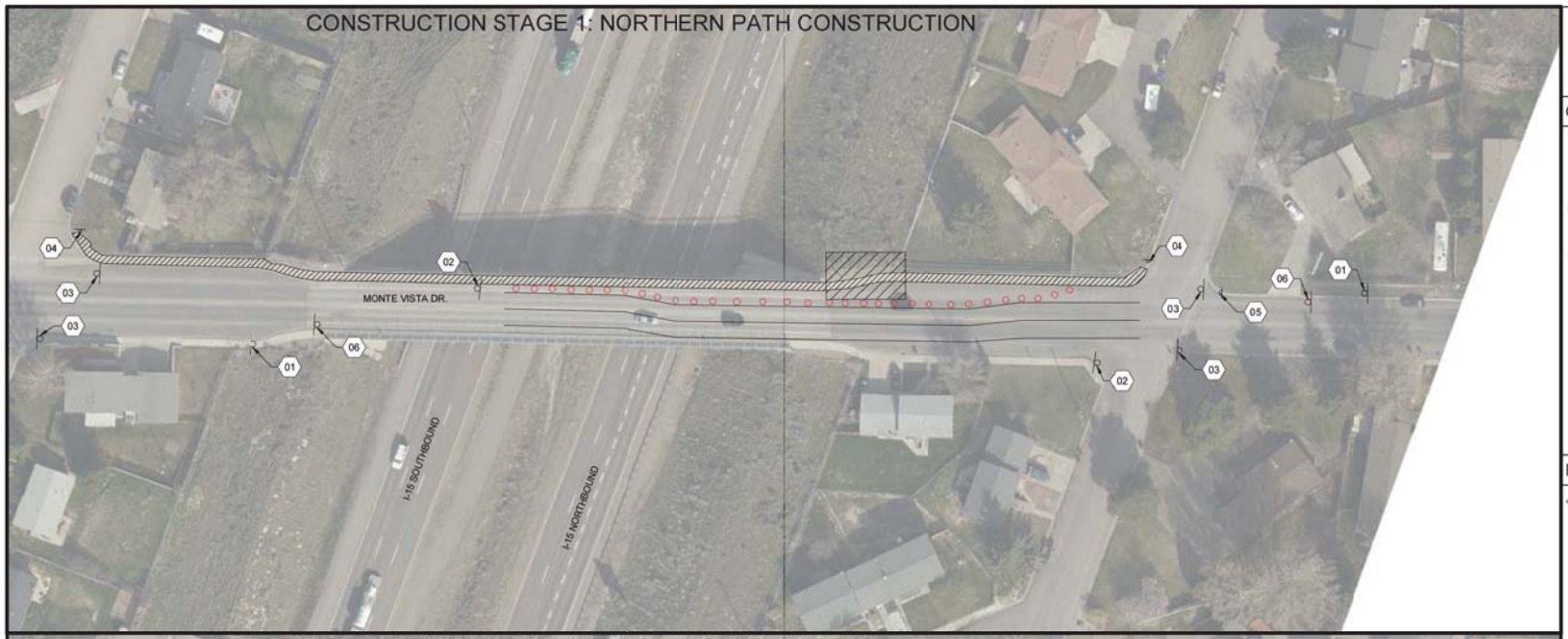
PROJECT NO. 23697 | PAGE 33

SHEET NO. C-502

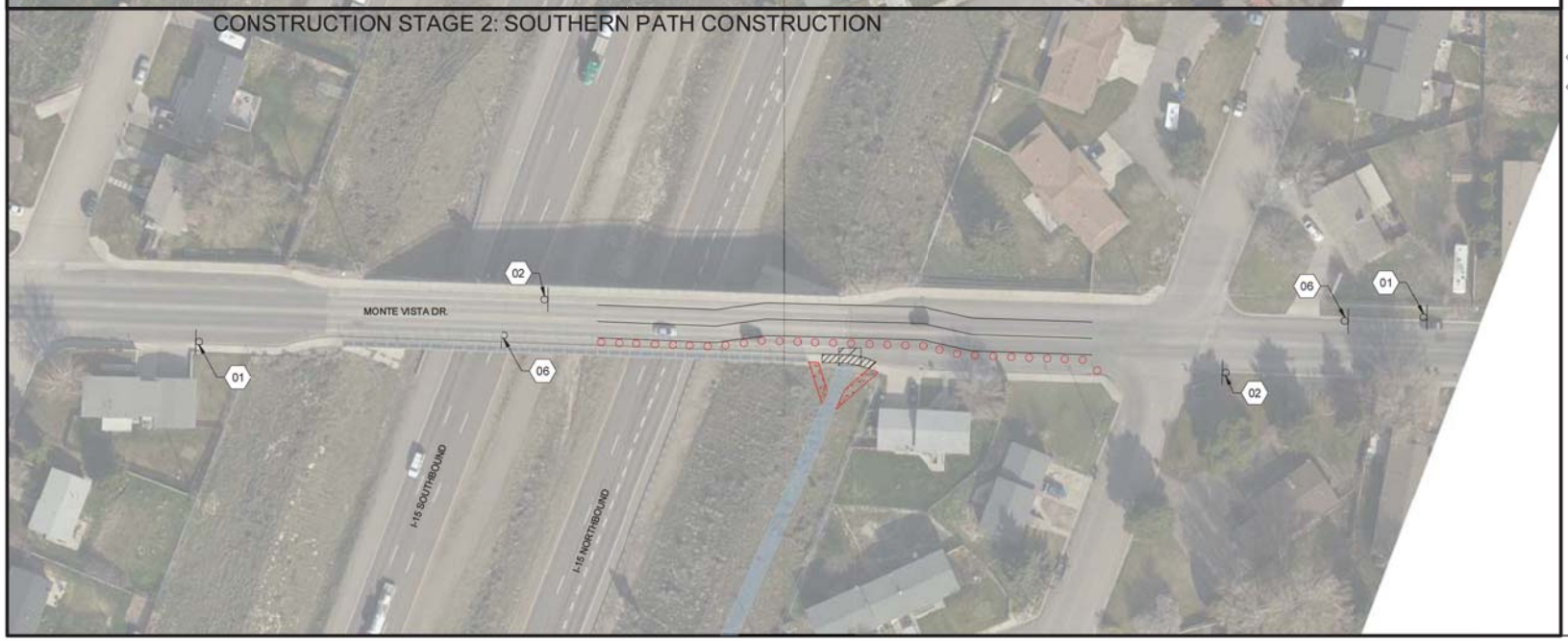
J:\23697-ITEM\2- DK, POCATELLO, 23697 MONTE VISTA TO POCATELLO PATHWAY\C_DESIGN\C_CAD\S_DESIGN\D_PLANS\102\23697-C-502 DETAILS.DWG LAST SAVED: 2/13/2025 2:36 PM PRINTED: 2/13/2025 2:36 PM

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CONSTRUCTION STAGE 1: NORTHERN PATH CONSTRUCTION



CONSTRUCTION STAGE 2: SOUTHERN PATH CONSTRUCTION



0 40 80

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
2. FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

- 626-010A TEMPORARY TRAFFIC CONTROL SIGNS
  - 01 W20-1 (300 FEET)
  - 02 G20-2
  - 03 R9-8
  - 04 R9-10
  - 05 R9-11
  - 06 W3-5
- 626-035A BARRICADE TY 2
- 626-050A DRUMS

PEDESTRIAN DETOUR RAMP

SIDEWALK CLOSURE

CONSTRUCTION/WORKING AREA

DRUM

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Gutierrez
21932
2/12/2025
STATE OF IDAHO
RYAN A. GUTIERREZ

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

TEMPORARY TRAFFIC CONTROL PLAN

DRAWN: NM | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.

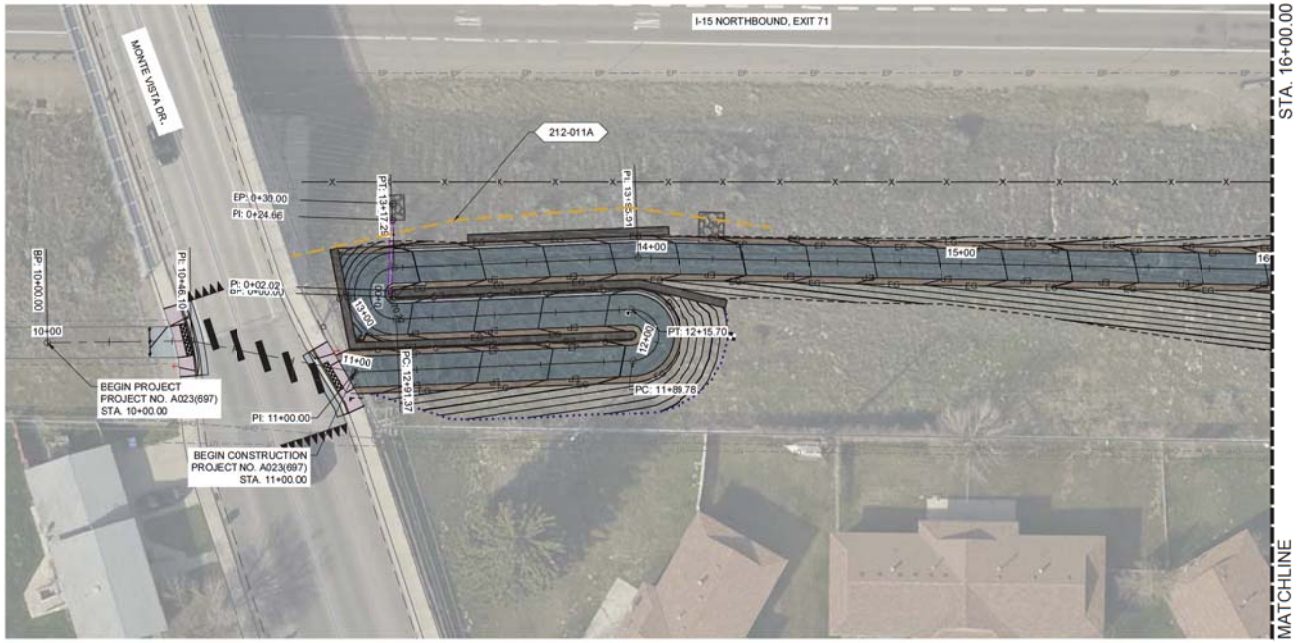
1-1/2 Inches

PROJECT NO. 23697

PAGE 34

SHEET NO. C-601

Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D6000





GRAPHIC SCALE
HORIZ. 0 10 20

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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3. AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED MUST BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST WILL BE INCIDENTAL TO THE CONTRACT.

PAY ITEMS

212-011A	FIBER WATTLE STA. 13+07.54, 27.01' L TO STA. 14+38.19, 10.63' L STA. 16+13.21, 7.00' R TO STA. 211+34.36, 13.21 R

KELLER ASSOCIATES
305 North 3rd Avenue
Suite A
Pocatello, ID 83201
(208) 238-2146

Ryan A. Gutheridge
21932
4/22/2025
STATE OF IDAHO
RYAN A. GUTHERIDGE

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

EROSION & SEDIMENT CONTROL PLAN
STA. 10+00 - STA. 20+00

DRAWN: PAG | CHECK: JDP

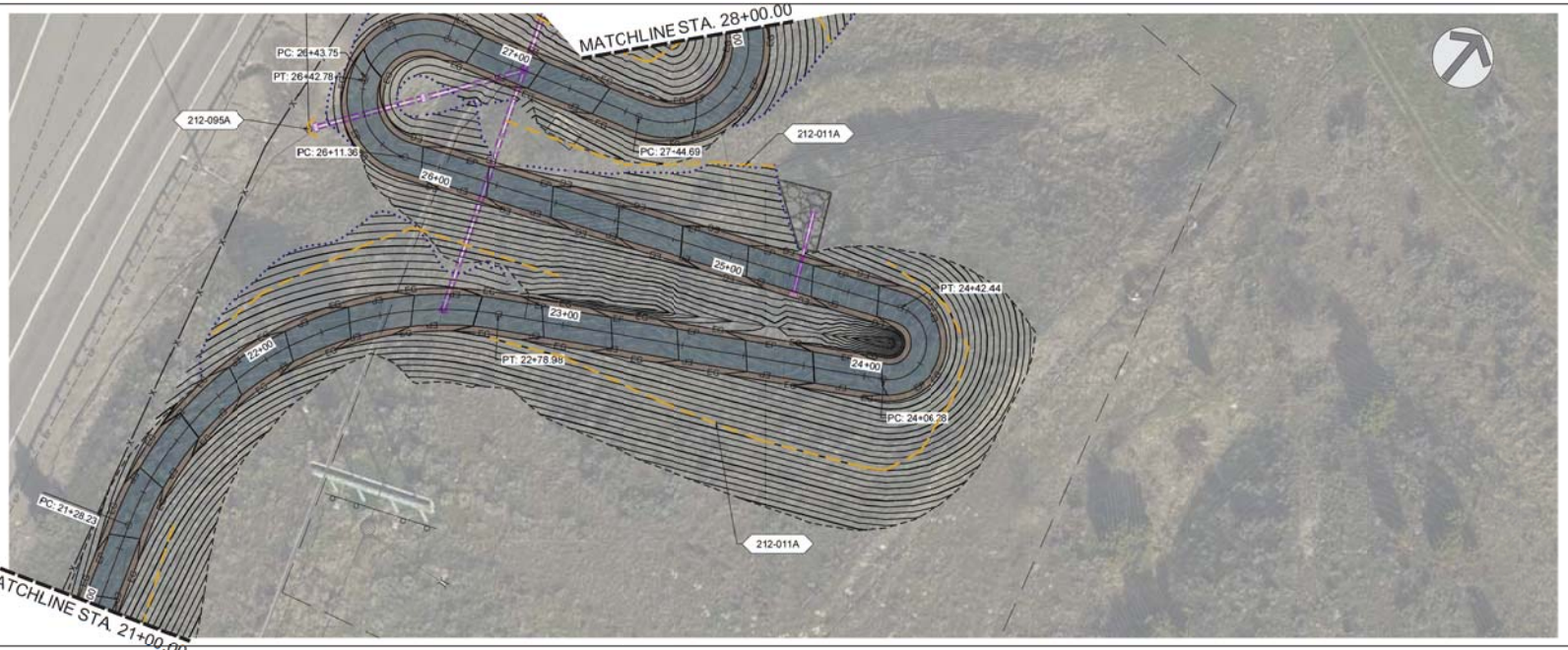
VERIFY SCALE: Scales based on 22"x34" prints.
1-1/2 Inches

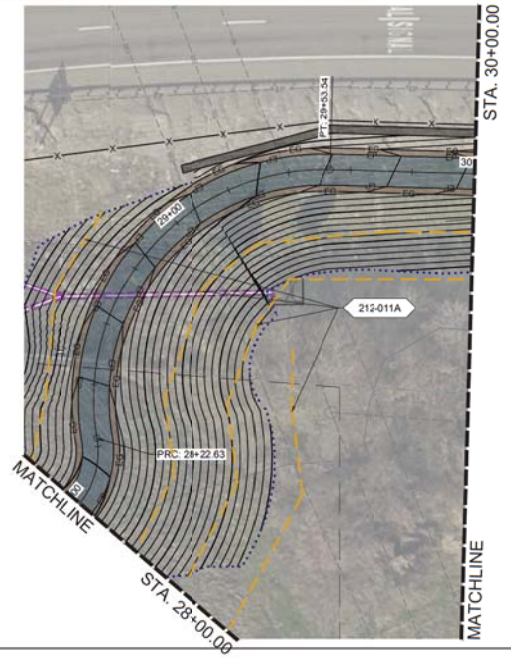
PROJECT NO. 23697 | PAGE 35

SHEET NO. C-701

J:\23\23696 ITD\900_DE, POCATELLO, 23697 MONTE VISTA TO PCFI PATHWAY\PC_DESIGN_CAD\03_DESIGNED_PLANS\123236 C-701 EROSION & SEDIMENT CONTROL PLAN.DWG
LAST SAVED: 11/1/2024 6:23 PM
PRINTED: 2/13/2026 2:49 PM

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GRAPHIC SCALE
HORIZ. 0 10 20

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION, CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

212-011A FIBER WATTLE
STA. 16+13.21, 7.00 R TO
STA. 21+34.36, 13.221 R
STA. 21+40.32, 16.97 L TO
STA. 22+96.09, 15.64 L
STA. 22+77.08, 8.22' R TO
STA. 24+50.00, 13.53'R
STA. 26+70.83, 23.80' L TO
STA. 28+87.15, 19.27' L
STA. 27+05.03, 17.43' R TO
STA. 27+73.07, 27.03 R
STA. 27+95.52, 26.93' R TO
STA. 30+00.00
STA. 27+99.56, 63.51' R TO
STA. 29+10.03, 34.86' R

212-095A INLET PROTECTION
STA. 26+31.65, 18.71 L

KELLER ASSOCIATES
300 North 3rd Avenue, Suite A
Pocatello, ID 83201
(208) 238-2146

21932
3/12/2026
BRIAN A. GUTHROW

NO.	REVISIONS	DATE

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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

EROSION & SEDIMENT CONTROL PLAN
STA. 20+00 - STA. 30+00

DRAWN: PAG | CHECK: JDP

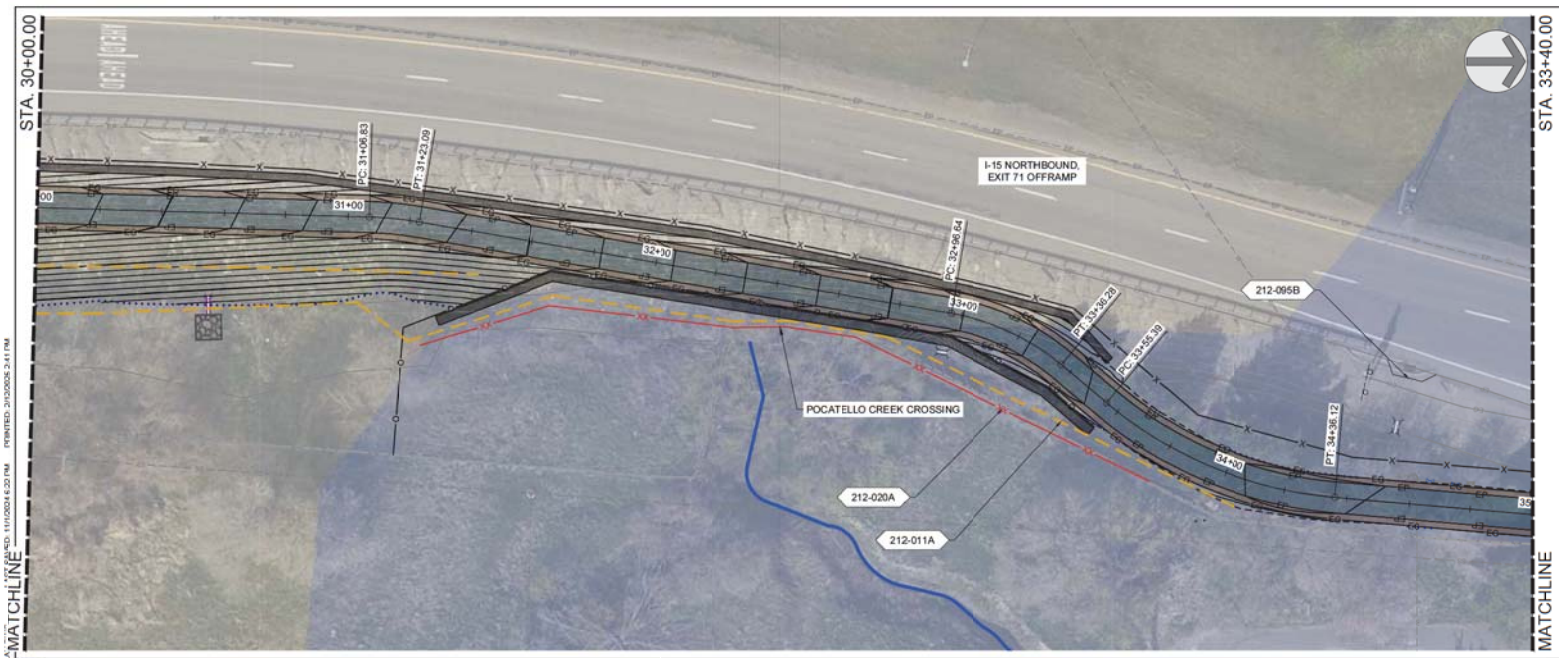
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1-1/2 Inches

PROJECT NO. 23697 | PAGE 36

SHEET NO. C-702

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Docusign Envelope ID: CB67ED80-4E4F-4BD0-BC0D-601A609D6000





GRAPHIC SCALE
HORIZ. 0 10 20

GENERAL SHEET NOTES

1. EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
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PAY ITEMS

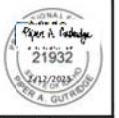
212-011A — FIBER WATTLE
STA. 30+00.00 TO STA. 31+44.55, 13.34' R
STA. 30+00.00 TO STA. 34+06.04, 9.57' R

212-020A — SILT FENCE
STA. 31+30.00, 39.00' R TO STA. 33+80.00, 13.00' R

212-095B — INLET PROTECTION
STA. 34+56.09 40.28' L AND STA. 39+15.27, 22.94' R

FLOODWAY

KELLER ASSOCIATES
305 North 3rd Avenue Suite A
Pocatello, ID 83201
(208) 238-2146



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CITY OF POCATELLO

MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY

EROSION & SEDIMENT CONTROL PLAN
STA. 30+00 - STA. 39+40

DRAWN: PAG | CHECK: JDP

VERIFY SCALE: Scales based on 22"x34" prints.
1-1/2 Inches

PROJECT NO. 23697 | PAGE 37

SHEET NO. C-703

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AGENDA ITEM NO. _____

EXECUTIVE SUMMARY
MOU – THE RIDGE @ HIGH TERRACE

TO: Mayor Blad and City Council Members
FROM: Merril Quayle, P.E., Public Works Engineer
DATE: Meeting Date – April 3, 2025
SUBJECT: MOU – The Ridge @ High Terrace

BACK GROUND

Bill Isley, Managing Member of The Ridge @ High Terraces purchased real property on the east bench above Vista Drive and north of Center Street. When reviewing the easement for the existing 12-inch ductile iron water line installed in 1976, owned and maintained by the City of Pocatello, there was found nonconforming easement language relating to fees associated with said line. After several years of meetings and deliberations over the nonconforming language, Mr. Isley and city staff has agreed on obligations and responsibilities of both parties. These obligations and responsibilities have been documented in the memorandum of understanding attached to this agenda item.

STAFF RECOMMENDATION

Staff recommends approving the MOU between the City of Pocatello and The Ridge @ High Terrace, authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: MOU with The Ridge @ High Terrace, LLC. (Engineering)
DATE: March 25, 2025

I have reviewed the above-referenced MOU and it meets with my approval for the Mayor's signature once the Council so authorize. This is to facilitate the development and connection East Center Street and Monte Vista on the east side of the City.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as “MOU”, is entered into this _____ day of _____, 2025, between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "CITY", and THE RIDGE AT HIGH TERRACE, LLC, a limited liability company of Idaho, hereinafter referred to as "GRANTOR";

WHEREAS, Grantor purchased certain real property located outside the city boundaries from Empire Investment, LLC; and

WHEREAS, following purchase, Grantor discovered nonconforming easement language from easements made in favor of the City and recorded in 1975 and 1976 in relation to the water fees associated with said property; and

WHEREAS, City staff evaluated said easement language and determined the language to be insufficiently clear as to what circumstances would constitute water fees; and

WHEREAS, for and in consideration of the best interest of the utility patrons of the City of Pocatello, the City agrees to provide certain exceptions to development requirements on the cited real property.

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall waive the water fees associated with annexation, pursuant to Resolution 2006-02, for parcels R3851011401, RPCPP149500, RPCPP149600, R3851011408, R3851011410, and R3853026801.

2. The parties understand that while Grantor shall be responsible for all annexation and plat fees, all capacity fees and permits for each developed parcel shall be collected with the issuance of a building permit for each developed parcel, pursuant to City policy.

3. City has identified two (2) pipe segments in need of realignment under the proposed development plans. City shall provide tapping sleeves, valves, and caps along with the associated equipment time and labor for installation at four (4) locations on the 12-inch waterline. Said line is located between Vista Drive and the currently improved north end of Center Street, and between Vista Drive and the Alameda water reservoir. City acknowledges Grantor is grading the area for development as The Ridge @ High Terrace, a proposed but not yet approved or annexed subdivision to City, under a grading permit issued by Bannock County. City shall pay and reimburse Grantor:

a. The cost difference for materials, including pipe and fittings only, to increase the pipe size from the minimum required eight inch (8”) ductile iron to twelve inch (12”) ductile iron on the two described realignment pipe segments; and
b. The cost difference for the labor to install the twelve inch (12”) ductile iron on the two (2) described realignment pipe segments to replace the eight inch (8”) ductile iron pipe.

4. Grantor shall be responsible for the excavation of the tap locations, replacement of ductile iron pipe and installation of the pipe, backfill, and surface restoration at the pipe realignment locations referred to in section 3, subject to reimbursement by the City of the items specified in said section.

5. City shall provide approval to extend the low-pressure water zone of upper East Center Street water zone along the roadway extension of East Center Street. This would include the conditions approved under the Tuscany Heights subdivision plat. The same conditions would apply to the East Center Street extension and the proposed cul-de-sacs between Elevation 5,000 Division 1 plat and Tuscany Heights subdivision plat, more particularly shown in Exhibit "A" and Exhibit "B".

6. City agrees to make available existing City easements across neighboring properties for installation of sewer extensions to serve the proposed development.

7. Grantor shall hold harmless, defend, and indemnify City, its agents, officials, and employees from any and all claims, actions, causes of action, suits, charges, and judgments whatsoever arising out of the use by any party other than City or its employees.

8. This MOU embodies the whole understanding of the parties. No prior or contemporaneous understanding between City and Grantor, or any third party, shall be incorporated into this understanding.

9. The individuals executing this MOU hereby acknowledge and represents that (s)he has the power and authority to so bind the respective corporation or individual.

10. If any provision or portion of any provision of this MOU shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions hereof shall remain in full force and effect.

11. Grantor may directly assign, transfer or encumber in whole the rights and responsibilities in or to this MOU to another party by providing thirty (30) days written notice to the City.

12. The terms of this MOU shall be effective until the responsibilities described herein are completed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives the date and year first above written.

CITY OF POCATELLO, a municipal corporation of Idaho

_____

BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

THE RIDGE AT HIGH TERRACE, LLC

_____
BILL ISLEY

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: _____

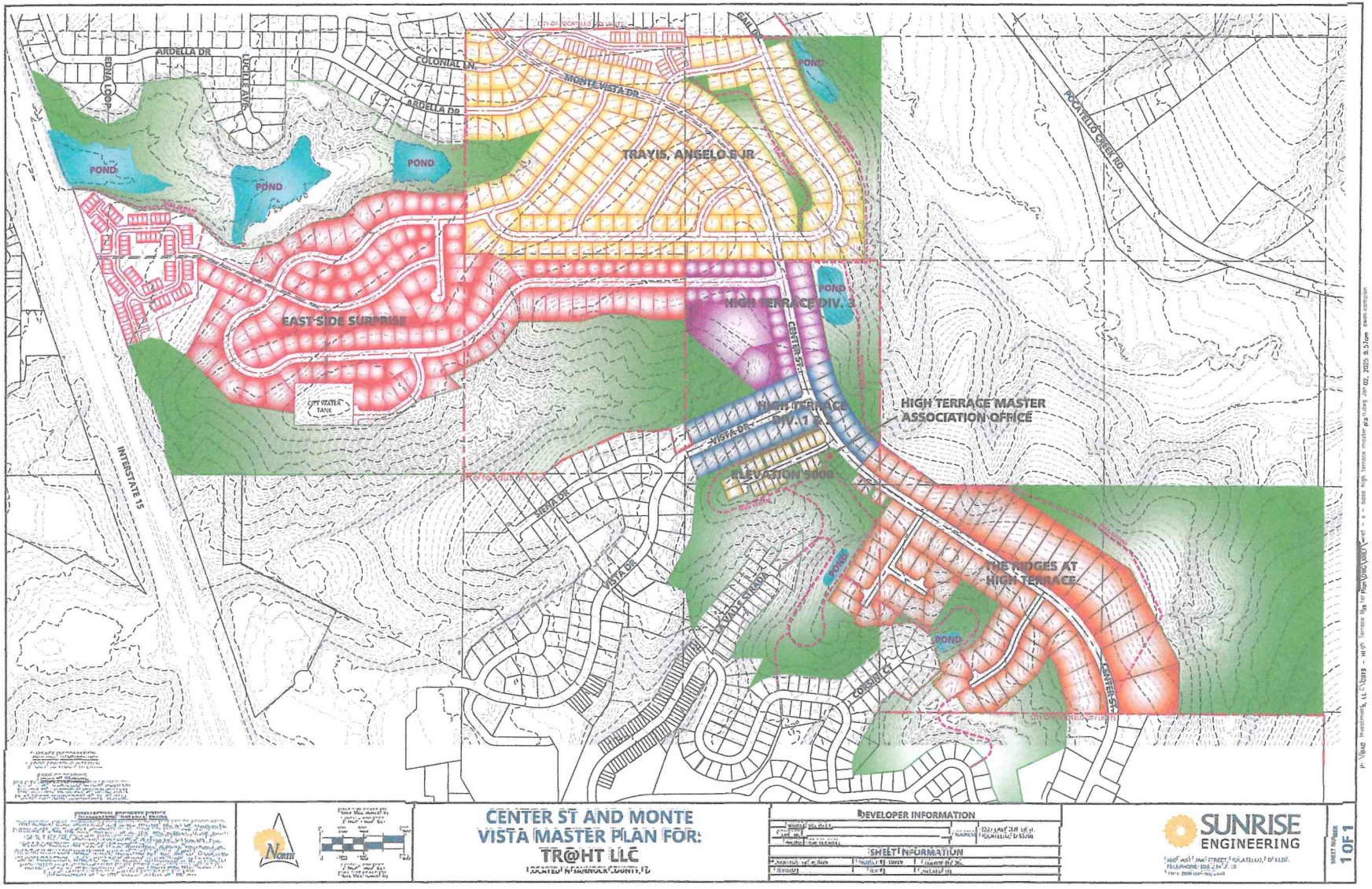
STATE OF IDAHO)
ss:
County of _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Bill Isley, and acknowledged to me that s/he executed the foregoing instrument on behalf of said corporation, and that said corporation executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

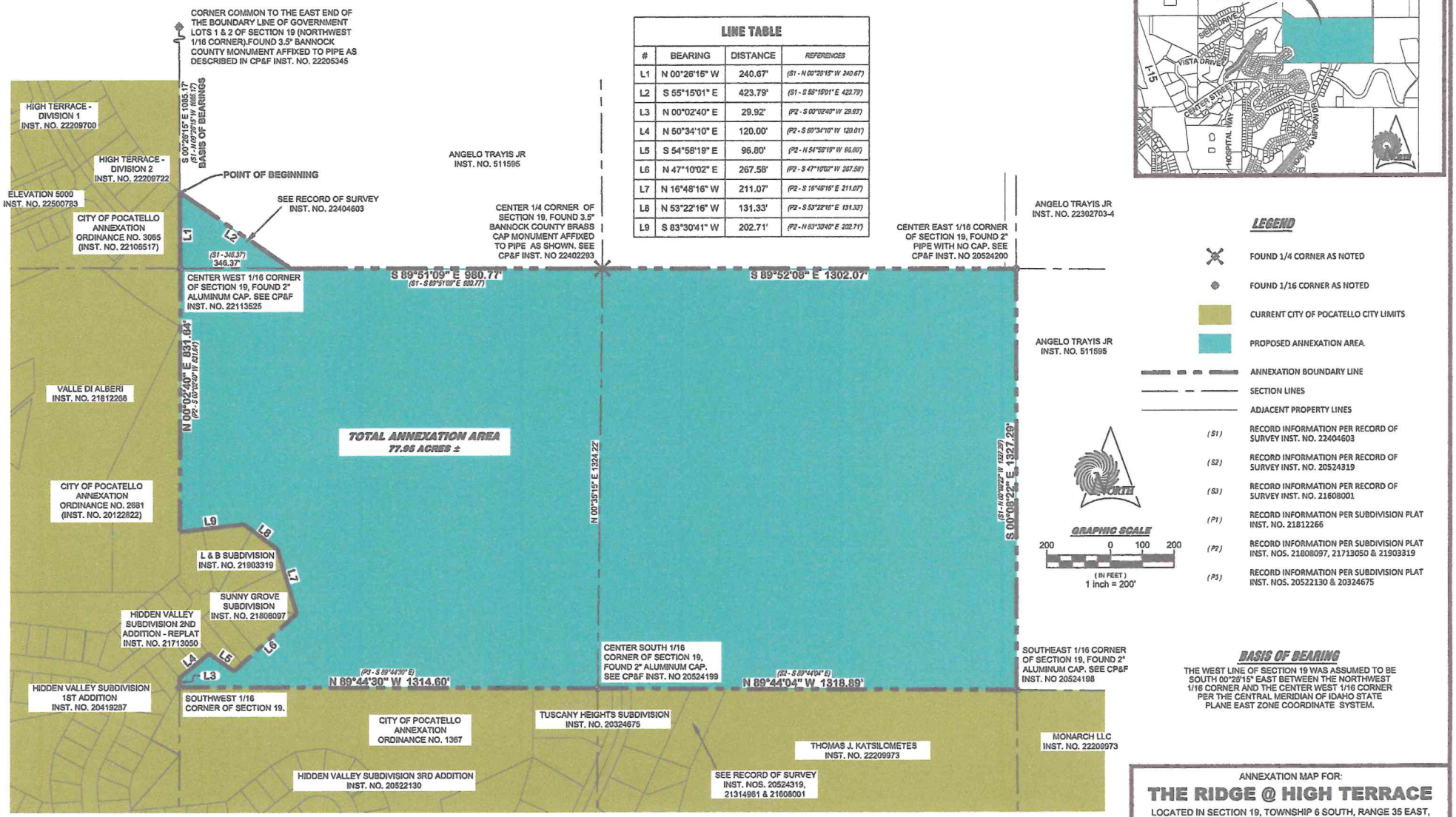
EXHIBIT A


ARDELLA DR
COLONIAL LN
MONTE VISTA DR
TRAVIS, ANGELO B JR
POCATELLO CREEK RD
POND
EAST SIDE SURPRISE
HIGH TERRACE DIV. 3
CENTER ST
HIGH TERRACE DIV. 1
HIGH TERRACE MASTER ASSOCIATION OFFICE
CITY WATER TANK
INTERSTATE 15
VISTA DR
ELEVATION 5000
THE RIDGES AT HIGH TERRACE
COUSINS CT
CENTER ST
CENTER ST
CENTER ST

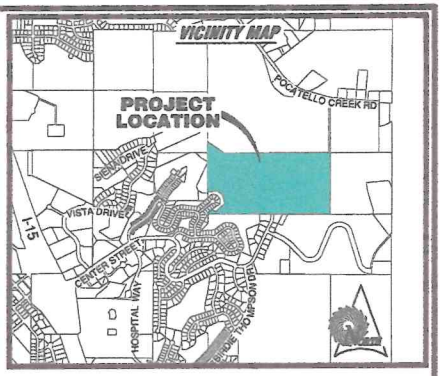
ANNEXATION MAP FOR:

THE RIDGE @ HIGH TERRACE

LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



LINE TABLE			
#	BEARING	DISTANCE	REFERENCES
L1	N 00°26'15" W	240.67'	(S1 - N 00°26'15" W 240.67')
L2	S 55°15'01" E	423.79'	(S1 - S 55°15'01" E 423.79')
L3	N 00°02'40" E	29.92'	(P2 - S 00°02'40" W 29.93')
L4	N 50°34'10" E	120.00'	(P2 - S 50°34'10" W 120.01')
L5	S 54°58'19" E	96.60'	(P2 - N 54°58'19" W 96.60')
L6	N 47°10'02" E	267.58'	(P2 - S 47°10'02" W 267.58')
L7	N 16°48'16" W	211.07'	(P2 - S 16°48'16" E 211.07')
L8	N 53°22'16" W	131.33'	(P2 - S 53°22'16" E 131.33')
L9	S 83°30'41" W	202.71'	(P2 - N 83°30'40" E 202.71')



LEGEND

- FOUND 1/4 CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- CURRENT CITY OF POCATELLO CITY LIMITS
- PROPOSED ANNEXATION AREA
- ANNEXATION BOUNDARY LINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- (S1) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 22404603
- (S2) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 20524319
- (S3) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21608001
- (P1) RECORD INFORMATION PER SUBDIVISION PLAT INST. NO. 21812266
- (P2) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 21808097, 21713050 & 21903319
- (P3) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 20522130 & 20324675

NORTH

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200'

BASIS OF BEARING

THE WEST LINE OF SECTION 19 WAS ASSUMED TO BE SOUTH 00°26'15" EAST BETWEEN THE NORTHWEST 1/16 CORNER AND THE CENTER WEST 1/16 CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

EXHIBIT B

ANNEXATION MAP FOR:
THE RIDGE @ HIGH TERRACE
LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: MSB, RTS, MLM
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: February 25, 2025

DRAWING: P:\BBAD Investments, LLC\12419 - The Ridges @ High Terrace Subdivision\SURVEY\CAD\TR@HT ANNEX MAP.dwg

SCALE: 1 INCH = 200 FEET PROJECT NO: 12419 SHEET 1 OF 1

Agenda Item #15

AGENDA ITEM NO. _____

TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager
Becky Babb, Planning Manager
Mariela Mejia, Public Works Project Manager

DATE: Meeting of April 3, 2025

RE: Agreement Between City of Pocatello and Keller Associates Inc.

The City of Pocatello was awarded a US Environmental Protection Agency (EPA) Community Change Grant for the S. 5th Complete Streets and Sewer Project. The Community Change grant application would provide necessary funding for major sewer and transportation infrastructure improvements along S. 5th Avenue as well as greenway trails, park and stormwater improvements, and drinking fountain installation and upgrades throughout the City.

The project includes extensive design work and the Construction Engineering and Inspections for portions of the project. The City conducted a competitive Request for Qualifications (RFQ) procurement process for a Consultant to conduct this work.

The City conducted the RFQ and received five responsive and responsible proposals for the services from: JUB Engineers, Inc., Keller Associates, Consor Engineering, HLE, Inc., and The Land Group. The proposals were scored using established evaluation criteria and Keller Associates, Inc. was deemed the most highly qualified for the scope of services requested in the RFQ.

City Council may wish to award the contract and authorize the Mayor to sign all pertinent documents for a professional services agreement between the City and Keller Associates, Inc.

If you have questions or would like more information about the agreement, please do not hesitate to contact me at chowe@pocatello.gov or 208-234-6186.

To:	City Council and Mayor
From:	Matt Kerbs, Deputy City Attorney MK
Date:	March 21, 2025
Re:	Pocatello South 5th Improvements Agreement Between Owner and Engineer for Professional Services

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I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced document for professional services. This Professional Services agreement is a result of an RFQ, consistent with the provisions of Idaho Code §67-2320.

POCATELLO – SOUTH 5TH IMPROVEMENTS
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Pocatello, Idaho** (Owner) and **Keller Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Pocatello – South 5th Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **predesign, design, bidding, construction contract administration, resident project representative (RPR), and closeout professional services for the Pocatello South 5th Improvements project that is being funded by the EPA Community Change Grant. The project elements include approximately 3 miles of new asphalt pathway or concrete sidewalks along South 5th, 3 miles of curb and gutter along South 5th, 3.3 miles of 8 to 10 feet wide asphalt pathways, stormwater improvements at Constitution Park, and approximately 7,700 feet of new sewer lines.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.

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2. Zoning, deed, and other land use restrictions.

3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to

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include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

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C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide **funding for the Project and funding administration services. Owner will notify Engineer if budget or funding sources change.**

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project,

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including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

   a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

   b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

   a. **Topographic surveying, Utility Coordination, Right-of-Way Surveying and Plans, and Right-of-Way Appraisal, Negotiation, and Acquisition for all components of the project (being provided by Owner's survey consultant, J-U-B Engineers, Inc. under a separate contract with the Owner).**

   b. **Lead any public involvement/education efforts that are needed for all project components, unless otherwise specifically indicated in the scope.**

   c. **Pay for any permit fees.**

   d. **Participate in meetings with regulatory agencies.**

   e. **Part-time construction observation services (pending finalized SDC Scope).**

   f. **At a minimum, the following information will be requested from the Owner:**

      1) **All preliminary CAD and PDF files for the sewer improvements.**

      2) **All available GIS information for the project for sewer and water connections.**

      3) **Surveying information provided by J-U-B specifically for this project as both a PDF and as digital .dwg files.**

      4) **Any available geotechnical information throughout the project site.**

      5) **Available design standards, standard details, and specifications.**

      6) **Other pertinent information as determined during this project.**

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2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A – Pre-Design, Design, Bidding)	**$1,572,000**	**Lump Sum**
2.	Basic Services (Article 1 of Exhibit A - Construction)	**$876,500**	**Lump Sum**
3.	Resident Project Representative Services	**$375,000**	**Lump Sum**
4.	Additional Services (Article 2 of Exhibit A)	**$50,000**	**Lump Sum or T&M**

Based on **an 18-month continuous construction period.**

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) **(also may be referred to as cost estimates)** are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 Opinions of Total Project Costs

A. **Engineer's opinions of probable Total Project Costs (if any) (also may be referred to as cost estimates) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Cost will not vary from opinions of probable Cost prepared by Engineer.**

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations,

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

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6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. ~~Owner shall procure and maintain insurance as set forth in Exhibit G.~~

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall

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require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. **Engineer shall deliver to the Owner** certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the

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Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

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6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:

a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.

b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not

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undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

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resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

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B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction

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Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

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17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

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28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract

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Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution. – Not Used

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

K. **Exhibit K, Project Description**

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

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3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

B. **Pursuant to provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the Engineer certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:**

1. **boycott of goods or services from Israel or territories under its control; or**

2. **boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or**

3. **boycott of any individual or company because the individual or company engages in or support the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code §§ 18-3302(2) (d).**

C. **Idaho Code, §§ 67-2359 states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Engineer certifies that it is not owned or operated by the government of China.**

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is _____

Owner:	Engineer:
City of Pocatello	Keller Associates, Inc.
(name of organization)	(name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: Brian C. Blad	Name: James Bledsoe, P.E.
(typed or printed)	(typed or printed)
Title: Mayor	Title: Vice President
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____	Attest: _____
(individual's signature)	(individual's signature)
Title: _____	Title: _____
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
911 N. 7th Avenue	305 N. 3rd Avenue, Suite A
Pocatello, ID 83201	Pocatello, ID 83201
Designated Representative:	Designated Representative:
Name: Mariela Mejia	Name: Colter L. Hollingshead, P.E.
(typed or printed)	(typed or printed)
Title: _____	Title: Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
911 N. 7th Avenue	305 N. 3rd Avenue, Suite A
Pocatello, ID 83201	Pocatello, ID 83201
Phone: 208.234.6272	Phone: 208.238.2146
Email: Mariela.mejia@pocatello.gov	Email: chollingshead@kellerassociates.com

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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Engineer's scope of services has been developed based on **the Project Description outlined in Exhibit K**. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items. **It is anticipated that management of engineering services will last for 16 months as part of the design, bidding, and bid evaluation process.**

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

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c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit ~~detailed work plans~~ **a project management plan** from Exhibit A tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns. **In addition to the monthly progress report, meetings with the Owner are planned every other week through design and approximately 1 hour long is anticipated at each of the meetings to communicate and document identified project risks, action items, change of conditions, schedule updates, financial status, and general project status.**

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **No special invoicing will be required.**

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards** using **2024 or newer** version **of AutoCAD Civil 3D** software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **the Idaho Standards for Public Works Construction ("ISPWC"),** unless otherwise mutually agreed upon by the parties.

1.02 ~~Study and Report Phase~~

A. ~~Engineer shall:~~

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

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a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:~~

1) ~~**[List the specific potential solutions to be studied and evaluated here]**.~~

b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

5. ~~Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.~~

6. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

7. ~~After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

8. ~~Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.~~

9. ~~Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.~~

10. ~~Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."~~

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11. ~~Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.~~

12. ~~Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.~~

13. ~~Utilities, including Underground Facilities~~

    a. ~~Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.~~

    b. ~~Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.~~

    c. ~~If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.~~

    d. ~~Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.~~

    e. ~~Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.~~

        1) ~~If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.~~

14. ~~Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey~~

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~~limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.~~

15. ~~Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s).~~

    a. ~~For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.~~

    b. ~~Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.~~

16. ~~Perform or provide the following other Study and Report Phase tasks or deliverables:~~

    a. ~~**[List any such tasks or deliverables here]**~~.

17. ~~Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.~~

18. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.~~

B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.~~

1.03 Preliminary Design Phase

A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution;~~ **Exhibit K contains the description of the Owner's Project;** issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

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1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of the Preliminary Design Phase ~~Report~~.

3. ~~Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.~~

4. The Preliminary Design Phase ~~Report~~ will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, **stormwater report,** and written descriptions of the Project. The Preliminary Design Phase ~~Report~~ will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

    a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").

    b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.

    c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.

    d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

    e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

    f. Revised opinions of probable Construction Cost.

    g. ~~The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;~~

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h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

j. Other matters and information pertinent to addressing the Project Goals.

k. **The Stormwater Report will be created for stormwater that is collected at Constitution Park. The report will follow the guidelines that are set in the Portneuf Valley Stormwater Design Manual.**

5. ~~In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.~~

6. Visit the Site as needed to prepare the Preliminary Design Phase.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

   b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

   c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

   a. Review Underground Facilities data furnished by Owner **including Owner-provided survey.** ~~Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.~~

   b. ~~Such Underground Facilities Procedure must take into account the Site and the nature of the Project.~~ **The Engineer will review the Owner's provided utility survey.**

   c. ~~Use the Underground Facilities Procedure to aid in the performance of design services:~~

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1) ~~Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.~~

2) ~~The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.~~

a)

3) ~~To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.~~

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. ~~Update the Underground Facilities Procedure~~ **Work with the Owner and their Consultant J.U.B.** as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation **of utility relocation** ~~of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts),~~ and for resolution of ~~above-ground~~ utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to ~~Underground Facilities and above-ground~~ utilities.

1) ~~To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.~~

2) **Based on the Preliminary Design, the Owner's Consultant J.U.B. Engineering will update the utility map with information about which utilities may remain in place and which utilities must be relocated in order to avoid conflicts with the construction of the Project.**

3) **J.U.B. Engineering will notify the affected utilities of the conflicts and request the utilities to relocate out of the way of the Project's proposed construction. If the utility owner provides proof that the utility has specific easements that allow the utility to remain, then coordinate with the utility to estimate the cost to the Owner to have the utility relocated.**

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4)

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with Owner's ~~utility engineer, utility consultant, or land~~ surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes.~~, or by the Underground Facilities Procedure.~~

    b. ~~If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information.~~ Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. **Use the EJCDC 2018 Construction Series Documents for Front-End Construction Contract Documents as modified by the Idaho Standards for Public Works Construction**

    b. ~~Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.~~

    c. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase documents~~Report~~. This ~~Report~~ **Phase** documents will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting,

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utilities, and Underground Facilities). The submittal will be in the format of a ~~report~~ **PDF drawings**, or otherwise organized and assembled for ease and practicality of use.

a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. **Geotechnical Investigation. This investigation will be completed by Atlas Geotech (sub-consultant) with coordination by the Engineer. Up to (13) 5' deep bores and (9) 10' deep geotechnical bores will be drilled for the project.**

1) Consultant will utilize the services of Atlas to complete a geotechnical investigation for the proposed subgrade throughout the proposed project corridor.

2) The sub-consultant will supervise up to (13) 5' deep bores and up to (9) 10' deep bores or refusal to be completed by the subconsultant's drilling company. Record depth to rock or refusal (if encountered), the depth to groundwater, and classify soil in accordance with ASTM standards.

3) The sub-consultant will provide earth pressures for existing types of soils, including seismic values and site classification, soil profiles, provide recommended subgrade compaction procedures, re-use of onsite soils, fill specifications, over excavation recommendations, compaction specifications, allowable bearing capacities, pavement recommendations, groundwater depth, and infiltration rates for stormwater areas.

b. **Project Outreach Meetings. This Consultant plans to attend up to four (4) public meetings. It is anticipated that renderings will be provided for discussion purposes with the general public. It is anticipated that each of these public meetings will last for approximately 2 hours.**

17. Furnish the Preliminary Design Phase ~~Report~~ **Drawings**, **the geotechnical report, stormwater report,** opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase ~~Report~~ **Drawings** (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase ~~Report~~ and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one contract**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. **The 60%** Design Phase draft of all Drawings and Specifications**, which will include a draft table of contents and front-end documents.**

2. **The 90%** Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

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3. ~~Final~~ **The 100%** Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. ~~When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.~~

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site ~~as needed~~ **up to (4) four times** to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

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b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:

1) **City of Pocatello Engineering Department**

2) **Idaho Department of Environmental Quality for final review of sewer planned improvements**

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

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a. ~~First draft~~ **60%** design review meeting at Owner's **or Engineer's** office.

b. ~~Second draft~~ **90%** design review meeting at Owner's **or Engineer's** office.

c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. ~~Perform or provide the following other Final Design Phase activities or deliverables:~~

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Bidding documents will be available through QuestCDN and will be setup by the Engineer.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

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documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

    1) **Consultant to complete a total of two bid packages and administer a total of two bids as part of this project.**

        a) **Bid Package #1 – The first bid package will include a design package for the sewer improvements. A pre-bid will be held for this bid package.**

        b) **Bid Package #2 – The second bid package will include the curb and gutter, stormwater, sidewalk, and pathway improvements. A pre-bid will be held for this bid package.**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors. **Any rebidding for any of the two bid packages will be completed as an additional service.**

1.06 Construction Phase – **Phase 2 Services**

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. ~~Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.~~

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2. ~~Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.~~

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

   a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

   b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

   c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. ~~Field Office: Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.~~

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

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such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services **if these services are not required of the Contractor as part of the Construction Contract.**

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. ~~Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.~~

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) ~~Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.~~

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

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a. **Hold construction meetings every other week with Owner and Contractor during periods of active construction** to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will **create an observation log**, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction

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Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. **It is assumed that there will be up to 40 RFI's as part of the project (both projects combined).**

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work. **It is assumed that there will be up to 10 field orders as part of the project (both projects combined).**

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability

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of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. **It is assumed that there will be up to 10 change orders as part of the project (both projects combined).**

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted. **It is assumed there will be up to 80 submittals and up to 40 resubmittals as part of this project (both projects combined).**

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, **record drawings provided by the Contractor,** schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The

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extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-lined" drawings and will show locations of installed components of the Project as identified by the Contractor. These record drawings will be reviewed, noted, and incorporated into a record drawing set as part of the final submittal to the Owner. The record drawings will be a full size electronic copy (PDF) of the final construction record drawings that are clouded and incorporated into CAD drawings.**

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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29. **Construction Services Assumptions:**

    a. **Consultant is not responsible for the Contractor's compliance with the health and safety requirements in the contact for construction, or with federal, state, and local occupational safety and health laws and regulations.**

    b. **Substantive design and other technical services in connection with work change directives, change proposals, and change orders requested by Owner will be completed as an additional service. Similarly, use the of the additional services budget will apply to extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.**

    c. **Claims or legal support services, if required, will be provided as an additional service.**

    d. **Consultant shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant.**

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase **– Phase 2 Services**

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

    a. **None**

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B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the

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parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. ~~detailed consideration of operations, maintenance, and overhead expenses;~~

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

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b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of ~~all addenda and~~ any amendments negotiated by Owner and Contractor.

18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

24. ~~Preparation of operation, maintenance, and staffing manuals.~~

25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).

29. Overtime work requiring higher than regular rates.

30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

33. **Public outreach/meeting or stakeholder outreach support beyond 4 meetings identified.**

34. **Securing funding, modifying specifications to comply with funding requirements, and administering funding requirements during construction.**

35. **National Environmental Protection Act ("NEPA"), environmental evaluation and analysis, environmental field work and permitting.**

36. **Field Surveying or Right of Way Research.**

37. **Additional onsite observation beyond the amount listed in this agreement.**

38. **One year warranty walkthrough and documentation.**

39. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4. **The schedule below assumes Calendar Days.**

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **3** review copies of the Preliminary Design , opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **90** days **after receiving surveying information and** Owner's authorization to proceed with Preliminary Design Phase services
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **14** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **14** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the **60%** Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **60** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the **60%** Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **14** days of the receipt of the **60%** Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **3** copies of the **90%** Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **60** days of the receipt of Owner's comments and instructions regarding the **60%** Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the **90%** Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the **90%** Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **14** days of the receipt from Engineer of the **90%** Design Phase drafts of Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **3** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **60** days of the receipt of Owner's comments and instructions regarding the **90%** Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **14** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: **3** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **3** copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2 1.04.G.3	Within **30** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Pocatello**
Engineer: **Keller Associates, Inc.**
Project: **Pocatello – South 5th Complete Streets**
Effective Date of Owner-Engineer Agreement: _____
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
City of Pocatello	**Keller Associates, Inc.**
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. **The RPR will provide part-time representation an average of 5 days a week and 6 hours with each site visit. The budget assumes the construction schedule will be limited to 18 months with an average of five site visits per week and approximately six hours per site visit including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened, or additional onsite observation is required.**

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

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a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

    a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

    b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

    d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

    e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

    f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

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c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

    a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

    d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	**City of Pocatello**	Owner's Project No.:	
Engineer:	**Keller Associates, Inc.**	Engineer's Project No.:	**225017-000**
Contractor:		Contractor's Project No.:	
Project:	**Pocatello – South 5th Complete Streets**		
Contract Name:			
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

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format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

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1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **10.0** or later.
DWG	Autodesk® AutoCAD. dwg format Version **2024**.
DOC	Microsoft® Word. docx format Version **2020.**
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$2,000,000
Professional Liability	
Each Claim	$2,000,000
Annual Aggregate	$2,000,000

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B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$
Each employee$	$
Policy limit	$
Commercial General Liability	
General Aggregate	$
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$
Excess or Umbrella Liability	
Each Occurrence	$
General Aggregate	$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
[Engineer]	**[Engineer's Corporate Address]**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Other Additional Insured]	**[Other Additional Insured's Corporate Address]**

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B. ~~During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.~~

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

1. **NOT USED**.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s):

1.01 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. ~~Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of $**[Enter Amount]** or the total compensation received by Engineer under this Agreement., whichever is greater. Higher limits are available for an additional fee.~~

B. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers,

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directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

C. ~~Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.~~

D. ~~Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.~~

E. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed $~~**~~[Enter Amount]~~**~~.~~

F.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services) as follows:

1. A Lump Sum amount of **$2,448,500** based on the following estimated distribution of compensation:

a.	Management of Engineering Services	**$ 87,100**
b.	Study and Report Phase	**Previously Completed**
c.	Preliminary Design Phase	**$ 337,300**
d.	Final Design Phase	**$ 1,107,000**
e.	Bidding and Negotiating Phase	**$ 40,600**
f.	Construction Phase	**$ 876,500**
g.	Post-Construction Phase	**$0**

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

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None anticipated.**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **16** months from **predesign through bidding and 18 months of construction**. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

ARTICLE 2—COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, the Lump Sum amount of **$375,000**. The Lump Sum includes compensation for Resident Project Representative services, including any RPR-related services performed by Engineer's Subcontractors and Subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses, as set forth immediately below) related to the Resident Project Representative services.

2. Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR-related Reimbursable Expenses (see Appendix 1 for rates or charges); all other expenses are accounted for in the Lump Sum: **None.**

3. Resident Project Representative Schedule: The Lump Sum amount set forth in Exhibit J Paragraph 2.01.A.1 above is based on **an average of six hour workdays Monday through Friday over an 18-month** construction schedule. Modifications to the construction schedule **(longer than 18 months from Notice to Proceed)** will entitle Engineer to an equitable adjustment of compensation for RPR services.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.05.**

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10.**

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted **semi-annually in January and July of subsequent years** to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Per Diem	**$68.00/day**
After Hrs. & Weekend Field Work	**At Cost x 1.25**
Mileage (auto)	**Billed at Federal Rate**
3D Survey Scanner Equipment	**$625/day**
Phodar Drone	**$750/day**
Drone (Non-Phodar)	**$200/day**
UTV	**$200/day**
Meals and Lodging	**At Cost**

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Exhibit J.

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

Personnel Classification	**2025 Hourly Rate**
Project Engineer – I	$110-$135
Project Engineer – II	$135-$180
Project Engineer – III	$185-$260
Project Manager – I / II	$145-$185
Project Manager – III	$190-$260
Structural Engineer – I	$110-$135
Structural Engineer – II	$135-$180
Structural Engineer – III	$185-$260
Chief Engineer	$260-$325
CAD – I	$85-$115
CAD – II	$115-$135
CAD – III	$135-$175
CAD Manager	$200
Electrical/Controls – I	$110-$135
Electrical/Controls – II	$135-$180
Electrical/Controls – III	$185-$260
Principal	$260-$335
Survey – I	$90-$130
Survey – II	$135-$155
Survey – III	$160-$190
Field Representative	$110-$175
Engineering Student	$80-$85
Administration – I	$85-$95
Administration – II	$95-$130

- ***RATES ARE AS OF JANUARY 2025. BILLING RATES ARE UPDATED SEMI-ANNUALLY IN JANUARY AND JULY.***

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EXHIBIT K

CITY OF POCATELLO
SOUTH 5TH COMPLETE STREETS
PROJECT DESCRIPTION

BACKGROUND

The City of Pocatello (Owner) is proceeding with the predesign, design, bidding, and construction of the Pocatello South 5th Complete Streets project. The Owner was awarded an EPA Community Change Grant in the Fall of 2024 to allow for the design and completion of this project. The project is funded by the EPA Community Change Grant. Construction is expected to begin in the Spring of 2026 and be completed by the Fall of 2027.

The Owner has asked the Keller Associates, Inc. (Engineer) and their subconsultants, Jackson Land Design, PC (landscape architect) and Atlas Technical Consultants, LLC (geotechnical), to complete the preliminary and final design for the Project's improvement project. The Engineer, and subconsultants, will generally provide project administration, data collection, geotechnical evaluation, pre-design, a stormwater report, final design, bidding services, construction administration, and resident project representative (RPR) services.

This Project description reflects the current concept of the Project's improvements and was used to establish the following scope and budget for the preliminary design, final design services, bidding services, construction services, and RPR services. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the services to be provided by the Engineer and the Engineer's subconsultants.

PROJECT DESCRIPTION

Location: The project will primarily be located on the south end of the City as shown in the figure at the end of this Exhibit. The Project is generally located between Constitution Park off South 5th, south to the location where South 5th goes under I-15 near Fort Hall Mine Road. The Project improvements will be made along South 5th, the Pocatello Portneuf Oxbow area, within Katsilometes Road, N. Gateway Drive, Piedmont Road, and Garton Lane.

The project work generally includes the following major components:

1. Stormwater improvements at Constitution Park.
2. Addition of 3-miles of an 8-foot to 10-foot-wide asphalt pathway where possible or a 5-foot-wide sidewalk along with curb and gutter on the west side of South 5th. Final width of pathway and sidewalk will depend on final right-of-way and easement negotiations.
3. Approximately 3.3 miles of asphalt trails from South 5th, along Hildreth Drive, and in the Pocatello River Oxbow Area. Approximately 0.2 miles of conceptual trail design only from the Cliffs to Fort Hall Mine Road.
4. Approximately 7,700 feet of new sewer line tying into existing sewer line.

Preliminary Construction Budget: The project has a preliminary construction budget of approximately $13,000,000.

- **Stormwater at Constitution Park:** Constitution Park along South 5th in Pocatello has had issues with stormwater ponding after a storm event. The stormwater in South 5th runs along a curb and gutter system and then discharges into the parking lot entrance at the Park. Once the water in the parking lot reaches a certain elevation it floods out into an infiltration basin and into the park. After a storm event water/ice will often be there for weeks until it evaporates away. The goal is to reroute the stormwater at Constitution Park to prevent the ponding from occurring near the north entrance. A stormwater report will be created for the stormwater that is collected at Constitution Park and the report will follow the guidelines that are set in the Portneuf Valley Stormwater Design Manual. In addition, there will be public meetings to involve the public in the potential redesign of the park entrance. Jackson Land Design will create a couple of 2D conceptual renderings for the Park redesign for the public meetings. The only areas that will be designed as part of this project will be for the stormwater improvements near the Park entrance and landscaping of the potential stormwater ponds that will be created in the Park.
- ***Complete Streets:*** The complete streets are the largest component of this project and are shown in blue in the attached figure. This will involve the design of the sidewalk and pathway along the west side of South 5th Street from South Valley Road to West Side of I-15. No alterations are planned to be made to the I-15 bridge as part of these improvements where the sidewalk will cross under I-15. It is anticipated that potentially only a sidewalk will be able to be installed under I-15 at this location. Approximately 3 miles of sidewalk/pathway and curb and gutter are planned to be designed on the west side of the road. It is understood that the new walkway will likely be a mix of an asphalt pathway and a concrete sidewalk along South 5th depending on right-of-way negotiations with current property Owners. No improvements are planned to be made to the East side of South 5th as part of this project. No block walls over 30-inches tall are planned to be designed as part of this project. In addition, irrigation and landscaping will be included adjacent to the new pathway area and is planned to generally follow Figure 12 (Principal Arterial) in the BTPO Thoroughfare Plan 2050 where possible. Stormwater swales are planned to be installed adjacent to South 5th to handle stormwater associated with these improvements. There are stormwater concerns on the north and south ends of the existing trailer park and it is likely that additional infrastructure may be needed here. These specific stormwater improvements are not included in this scope of work besides a potential short section of stormwater piping near the south end of the trailer park adjacent to the new sewer line. Complete street lighting along South 5th and pedestrian crossing improvements near South Valley Road are NOT planned to be included as part of the scope of work. The only street lighting that is planned for as part of this project is near the intersection of the new pathway and associated street crossings (up to 4 of these locations have been assumed). It is assumed that lighting at these intersections would be installed on wood utility poles installed by Idaho Power in accordance with City of Pocatello Public Works Standards Section 500.14. In addition, a single pedestrian crossing design will be completed for South 5th, as it is anticipated a South 5th pedestrian crossing may be warranted near the Pocatello Regional Transit Facility (PRT), Hildreth Drive, and near Piedmont Road.
- ***Trails:*** The trails portion of the project will generally consist of an 8-foot to 10-foot-wide asphalt pathway in the Oxbow area as shown in purple in the attached figure. This will involve the design of an asphalt pathway along Hildreth Drive that will tie into the trails in the Portneuf Oxbow and Cliffs area on the west side of I-15. No alterations are planned to be made to the I-15 concrete structure crossing at Hildreth Drive as part of these improvements. The crossing under I-15 at Hildreth is currently planned to have a sidewalk inside of the existing tunnel with rectangular rapid flashing beacons (RRFBs) and delineation between the car lane and pedestrian lane inside of the tunnel. Approximately 3.3 miles of asphalt pathway are planned to be designed as part of this portion of the project. It is understood that in the conceptual phase, a couple of alternative pathway locations will be evaluated as shown in orange in the attached figure. One of the alternatives is making a loop below the bottom of the cliffs instead of heading south along the cliffs at the South end of the project. The other alternative that is planned to be considered is cutting across one of the fields instead of following roadways as shown to the north of the potentially looped area. Design of pedestrian bridges over the future Oxbow areas are NOT included in this current scope of work. In addition, only a conceptual design will be completed for the very south

end of the trail system from the top of the cliffs down to Fort Hall Mine Road as shown in pink in the attached figure near the connection to Fort Hall Mine Road. A single small trailhead-type gravel parking lot is planned to be designed off Hildreth Drive with 4 to 6 parking spaces on the East Side or West Side of I-15 with two preliminary potential locations shown in the attached figure.

- ***Sewer Projects:*** There will be approximately 7,700 feet of new 8- to 12-inch diameter sewer pipelines designed as part of this project. These sewer pipeline locations are shown as solid green lines in the attached figure. The new sewer lines will be located within Katsilometes Road, N. Gateway Drive, Piedmont Road, and Garton Lane. It is anticipated that there will be some transitioning from existing septic systems into the newly constructed sewer lines in these areas. The Owner will contract with and work directly with a public engagement firm and inform the Engineer which homes will be connecting to the new sewer lines as part of this project versus at a future date. It will be important to know this information as soon as possible to confirm that sewer line depths will be accurate to allow connections now and in the future without requiring individual lift station pumping from homes. It is assumed that basement and finished floor elevations will be provided to the Engineer by the Owner's surveying consultant. Engineer will plan to design service line stubs to property lines on the new sewer mains where septic system currently exist.

The Owner has tasked the Engineer to further evaluate and progress these concepts. The Engineer's, including subconsultants, will complete the design in three parts.

1. Preliminary Design – This work is generally described as review of existing information, identification of design criteria, preliminary design (30%) and alternatives evaluation. These services are included in this project and includes the all project elements (Stormwater at Constitution Park, Complete Streets Along South 5th, Asphalt Trail, and Sewer).

2. Final Design – This work is generally described as progressing the design through bidding including 60%, 90% (permitting set), and bid documents along with providing bidding services to assist the Owner in awarding the construction contract. These services are included in this project and includes the all project elements (Stormwater at Constitution Park, Complete Streets Along South 5th, Asphalt Trail, and Sewer).

3. Construction Phase Services – This work is generally described as progressing the project from the Contractor award stage through construction and closeout of the projects. It is assumed there will be two separate bid packages and two Contractors. One of the bid packages will focus on the Sewer improvements only. The other bid package will include the Stormwater Improvements at Constitution Park, Complete Streets, and the Asphalt Trail. Both of these construction projects will include RPR services by the Engineer.

The following figure shows the current understanding of the extents of the proposed project.

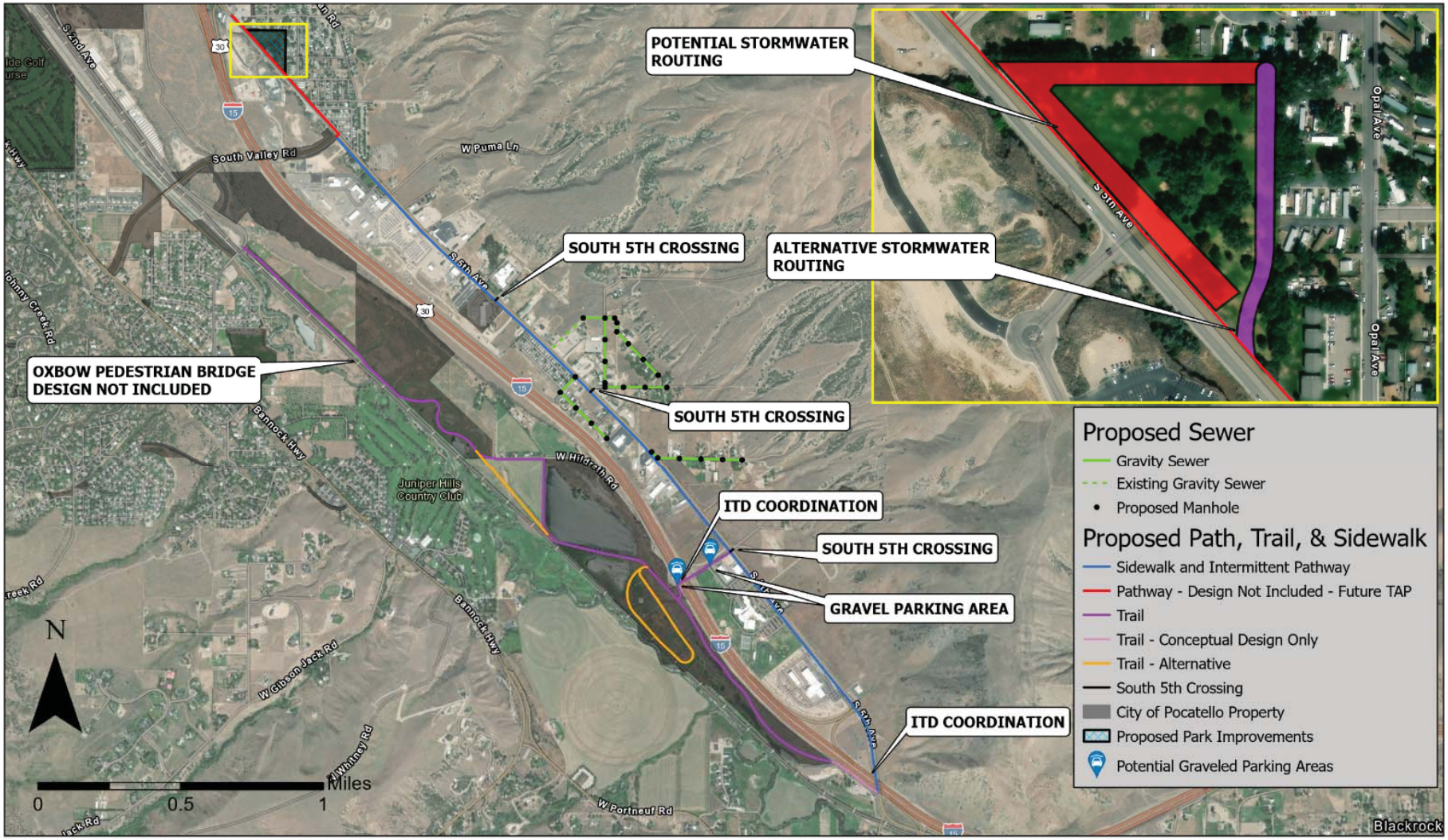


Figure 1

City of Pocatello

Scoping Map

South 5th Ave. Complete Streets & Sewer Project #25001

Project Title: South 5th Complete Streets and Sewer Project, City of Pocatello
Project Number: 225017-000
Prepared By: CH & JP

Task	Task/Subtask Name	Total Compensation	Fee Type
1	**Project Management**	**$87,100**	**Lump Sum**
1.1	General Project Management - 16 Months (Design/Bidding/Award)	$47,200	
1.2	Project Management Plan	$2,980	
1.3	Biweekly & Monthly PM Meetings - 12 Months (26 Meetings)	$36,920	
2	**Preliminary Design - 30% Design**	**$337,300**	**Lump Sum**
2.1	Request for Information	$3,050	
2.2	Data Collection & Field Investigations	$3,780	
2.3	Site Walkthrough	$6,000	
2.4	Surveying Coordination - Completed by City Consultant	$6,920	
2.5	Public Involvement Coordination - 4 Meetings	$9,000	
2.6	Detailed Site Investigation After Surveying	$6,000	
2.7	Geotechnical Investigation	$71,430	
	Develop Conceptual Design Drawings		
2.8	Prelim Sewer Updates from City Design	$30,625	
2.10	Complete Streets	$48,260	
2.11	Oxbow Trail	$36,530	
2.12	Conceptual for S. 5th & Highway Crossings and Cliffs to Fort Hall	$30,490	
2.13	Constitution Park & Stormwater	$35,960	
2.14	Project Phasing and Construction Constraints	$12,520	
2.15	Cost Estimate	$11,635	
2.16	Final Reports and Drawings for Submission to City	$18,520	
2.17	Submit Reports and Incorporate Modifications	$6,580	
3	**Final Design**	**$1,107,000**	**Lump Sum**
3.1	Design Meetings (60, 90, Final)	$20,040	
	60% Design		
3.2	General Sheets & Survey Incorporate	$11,600	
	Civil Sheets		
3.4	Sewer Sheets	$55,460	
3.5	Complete Streets Landscaping & Irrigation Sheets	$47,140	
3.7	Complete Streets Curb, Sidewalk & Pathway Sheets	$188,610	
3.8	Oxbow Pathway Sheets and Parking Lot	$108,665	
3.9	Park and Stormwater Sheets - Constitution Park	$22,820	
3.1	Demo Sheets	$12,980	
3.11	Specifications	$30,300	
3.12	Cost Estimate	$11,780	
3.13	Final Reviews for 60%	$14,520	
3.14	60% Set Deliverable	$20,780	
	90% Design		
3.15	General Sheets & Survey Incorporate	$11,600	
	Civil Sheets		
3.17	Sewer Sheets	$55,460	
3.18	Complete Streets Landscaping & Irrigation Sheets	$47,140	
3.19	Complete Streets Curb, Sidewalk & Pathway Sheets	$176,210	
3.2	Oxbow Pathway Sheets and Parking Lot	$108,795	
3.21	Park and Stormwater Sheets - Constitution Park	$22,820	
3.22	Demo Sheets	$12,980	
3.23	Specifications	$30,300	
3.24	Cost Estimate	$11,780	
3.25	Final Reviews for 90%	$14,520	
3.26	90% Set Deliverable	$20,780	
3.27	100% Bid Set Deliverable - Final Modifications	$49,920	
4	**Services During Bidding**	**$40,600**	**Lump Sum**
4.1	Manage Bids - 2 Bids - 1 Sewer and 1 Transporation	$15,825	
4.2	Bidding Documents	$3,310	
4.3	Pre-Bid Meeting	$5,420	
4.4	Addenda	$8,830	
4.5	Bid Opening	$1,965	
4.6	Bid Evaluation	$5,250	
5	**Construction Phase Services - 2 Contractors & 2 Projects**	**$876,500**	**Lump Sum**
5.1	Project Management - 18 Months (Construction Only)	$89,500	
5.2	Internal Construction Coordination	$105,690	
5.3	Contractor Communication and Coordination	$181,930	
5.4	Contract Documents	$10,650	
5.5	Pre-Construction Conferences	$13,860	
5.6	Project Site Meetings - Onsite Biweekly for 2 Projects	$105,390	
5.7	Contractor's Schedule Updates	$21,840	
5.8	Technical Submittals (shop dwgs, samples, submittals)	$92,600	
5.9	Review of Testing Results Throughout	$27,540	
5.1	Review and Responses to RFIs	$56,220	
5.11	Payments to Contractor - Itemized Pay Applications	$32,400	
5.12	Change Order Reviews	$29,700	
5.13	Field Order Reviews	$17,860	
5.14	Final Testing Reviews, Sewer Camera Reviews, Record Drawings in CAD	$63,060	
5.15	Substantial and Final Walkthroughs and Punchlists	$28,260	
6	**Construction Phase Services - 2 Contractors & 2 Projects**	**$375,000**	**Lump Sum**
6.1	Resident Project Representative Services	$375,000	
7	**Management Reserve (Additional Services)**	**$50,000**	**Lump Sum or T&M**
	TOTAL FEE AMOUNT	**$2,873,500**	