AGENDA

CITY OF POCATELLO
REGULAR CITY COUNCIL MEETING

JUNE 5, 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 Pastor Nancy Pearson, representing First Presbyterian Church.

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 Clarification and Regular City Council meetings of April 17, 2025.

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

(c) **RESOLUTION – 2025 DESTRUCTION OF CITY RECORDS:** Council may wish to adopt a Resolution providing for the destruction of temporary records pursuant to Idaho Code §50-907 and the City's Records Policy.

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. CONFIRMATION OF COUNCIL MEMBER APPOINTMENT – BATES

Council may wish to confirm the Mayor's appointment of Dakota Bates to serve as a City Council member fulfilling the unexpired term of Josh Mansfield, City Council member Seat No. 4, with the appointment to be effective June 5, 2025. Upon confirmation, Konni Kendell, City Clerk, will administer the oath of office. **(ACTION ITEM)**

7. PUBLIC HEARING – SOUTH 5TH AVENUE AREA WIDE PLAN

This time has been set aside for the Council to hear comments from the public regarding the South 5th Area Wide Plan. Council may wish to adopt the proposed document as an official City plan by resolution. **(ACTION ITEM)** (Legislative public hearing)

Documents:

AGENDA-ITEM-7.PDF

8. FINAL PLAT – HOSPITAL VIEW DIVISION 1

Council may wish to approve a final plat application submitted by JG Ventures, LLC, represented by Bryce Marsh, Horrocks Engineering (mailing address: 2194 Snake River Parkway, Suite 205, Idaho Falls, ID 83402) to subdivide 3.669 acres (more or less) into four (4) commercial lots and two (2) common lots. The proposed subdivision is located east of Portneuf Medical Center and will be known as Hospital View Division 1. Staff recommends approval of the final plat with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. FINAL PLAT APPLICATION – FAIRMONT PLACE

Council may wish to approve a final plat application submitted by Cody Christensen, represented by Laura-Louise Radke, Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 2022 acres (more or less) into thirteen (13) lots. The properties are located in the 1100 block of East Poplar Street and 600 block of Franklin Avenue. Staff recommends approval of the final plat with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. IDAHO FIRE CHIEFS LICENSE PLATE GRANT APPLICATION REQUEST

Council may wish to approve submission of a grant application for the Idaho Fire Chiefs License Plate Grant in the amount of $3,000.00 and if awarded, authorize acceptance of the grant and authorize the mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)**

Grant funds will be used for the purchase of fire prevention outreach materials. There is no grant match required.

Documents:

AGENDA-ITEM-10.PDF

11. HOUSING PLAN AWARD/ PROFESSIONAL SERVICES AGREEMENT – STANTEC CONSULTING SERVICES, INC.

Council may wish to accept the recommendations of staff and award a contract and approve a professional services agreement between the City of Pocatello and Stantec Consulting Services, Inc. for a Housing Plan and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The City conducted a Request for Qualifications (RFQ) for the Housing Plan and received eleven (11) responsive and responsible proposals for the services and Stantec Consulting Services, Inc. was deemed

the most highly qualified. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. BID ACCEPTANCE AND CONTRACT FOR EAST OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT – D-CO CONCRETE, LLC

Council may wish to approve the following requests regarding the East Oak Street Child Pedestrian Safety Improvements Project: **(ACTION ITEM)**

a) Accept the low responsive bid received on May 13, 2025, from D-Co Concrete, LLC for $237,970.66, and if accepted;

b) Authorize an agreement between the City of Pocatello and D-Co Concrete, LLC in the amount of $237,970.66 for the East Oak Street Child Pedestrian Safety Improvements Project, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The City was awarded $250,000.00 through the State of Idaho Children Pedestrian Safety (CPS) Program to provide infrastructure improvements for the Greenacres Elementary School project development. There is no fiscal requirement or match for the project.

Documents:

AGENDA-ITEM-12.PDF

13. LEASE AGREEMENTS/ RENEWAL AND RESOLUTIONS – AIRPORT

Council may wish to approve the following lease agreements and adopt corresponding Resolutions for property at the Airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

a) A lease agreement with Idaho Inline Hockey for approximately 3.25

acres of property upon which they will construct and operate an indoor hockey facility. The lease will be for a twenty (20) year term at a rental rate of $8,125.00 per year; and

b) A lease agreement with RDM Onsite for approximately 4,208 square feet of warehouse space for the purpose of cold storage of business supplies and equipment. Term will be five (5) years and rental rate will be $553.80 per month.

c) A lease agreement renewal with Marilyn Merrill for approximately 1,760 square feet of hangar space for the storage of aircraft. Term will be five (5) years and rental rate will be $324.20 per month.

All rental rates will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

Documents:

AGENDA-ITEM-13.PDF

14. ORDINANCE

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. **(ACTION ITEM)**

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

Ordinance ready for reading:

14) An ordinance annexing approximately 77.95 acres of land to extend the Pocatello city limits north of East Center Street and southeast of Vista Drive. The subject property will be zoned Residential Low Density (RL) with concurrent Comprehensive Plan Land Use Map designation of Residential (R). **(ACTION ITEM)**

Documents:

AGENDA-ITEM-14.PDF

15. 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.)

16. 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
APRIL 17, 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, Linda Leeuwrik, Josh Mansfield, Corey Mangum, Brent Nichols, and Hayden Paulsen.

AGENDA ITEM NO. 2: DISCUSSION

Mayor Blad and City Council members discussed items listed on the April 17, 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 5:41 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
APRIL 17, 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, 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 Pastor Merriann Forrest representing HS Jeshua Ministries.

Mayor Blad announced Agenda Item No. 7 had been pulled from the agenda.

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: Work Session meeting of March 13, 2025; Clarification and Regular City Council meetings of March 20, 2025; and Special City Council meeting of April 10, 2025.

(b) MATERIAL CLAIMS
Approve the Material Claims for the period of April 1 - 15, 2025 in the amount of $2,294,294.21

(c) B.I.D MANAGEMENT AGREEMENT – HISTORIC DOWNTOWN POCATELLO, INC.
Approve a renewal of the Management Agreement with Historic Downtown Pocatello, Inc., subject to Legal Department review, to administer and manage the operation of the Business Improvement District (B.I.D.). Council may also wish to acknowledge that they have reviewed the employment agreement of Stephanie Palagi with Historic Downtown Pocatello, Inc. as provided for in the Management Agreement.

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

Mr. Cheatum requested that Agenda Item No. 3(a) be considered separately, as he was not present at the Work Session on March 13 and therefore, does not feel comfortable voting upon the minutes.

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

AGENDA ITEM NO. 4: PROCLAMATIONS

Mr. Mansfield, on behalf of Mayor Blad, proclaimed Tuesday, April 22, 2025, to be Earth Day in Pocatello and encouraged all citizens, businesses, and institutions to make a commitment to undertake programs and projects that enhance our community's natural environment by reducing the City's carbon footprint and help build a sustainable community.

Wendy Prather, Lead Hazard Control Program Outreach Coordinator, accepted the proclamation and thanked the Mayor and Council for the recognition. She invited the City Council and citizens to the Environmental Fair to be held April 26 at Lookout Point. The event is free to the public.

Ms. Leeuwrik, on behalf of Mayor Blad, proclaimed the week of April 28 through May 1, 2025 to be Idaho Gives Week in Pocatello and encouraged all citizens to recognize and support the many nonprofit organizations in our community.

Stephen Weeg and Mary Vagner, board members of the Idaho Community Foundation, accepted the proclamation and thanked the Mayor and Council for the recognition, emphasizing the vital role nonprofits play in strengthening communities. They highlighted "Idaho Gives" as an opportunity for everyone to support causes they care about and encouraged participation to help make Idaho a better place.

Mr. Cheatum, on behalf of Mayor Blad, proclaimed the month of April 2025 to be Month of the Military Child in Pocatello and encouraged all citizens to observe the month with appropriate honor, support and gratitude for military children.

Kiersten Young, representative for the Idaho Military and Youth Program, accepted the proclamation and thanked the Mayor and Council for the recognition. She emphasized the value of the program. She explained that it provides military children with a supportive community of peers who understand the unique challenges they face, and encouraged military families to get involved.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded Council members of the following meetings: May 1 Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.; May 8 City Council Work Session at 9:00 a.m.

Mayor Blad announced applications for Council Seat #4 are now being accepted. Applications must be received at the Mayor's Office by 5 p.m. on Wednesday, April 30. Per Idaho law, interested individuals must be registered voters of the City of Pocatello and be at least 18 years of age; Annual spring cleanup at City cemeteries is underway. 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; Zoo Idaho is currently open weekends only. Beginning May 3, the Zoo will be open every day; The Compost Happens Program runs from April 1 through the last full week of November. Yard waste carts will be picked up on the same day as regular garbage collection; On April 19, from 10:00 a.m. to 2:00 p.m., the Mayor's Youth Advisory Council (MYAC) will host an "Essential Needs Drive" at the Community Recreation Center (144 Wilson). Personal products donations will be donated to area agencies; Also on April 19 at 10:30 a.m., the 28th Annual "Run with the Big Dogs" will take place at Lower Ross Park. Participants may register online or at the Animal Shelter; The City's annual hiring fair will be held on April 25 from 2:00 p.m. to 7:00 p.m. at the Public Works Annex, 2405 Garrett Way; The Portneuf Valley Environmental Fair will be held on April 26 from 11:00 a.m. to 3:00 p.m. at Lookout Point. Citizens using any PRT fixed route or special service during Environmental Fair hours may ride to and from Lookout Point for free; Also on April 26, Medication Take-back Day will be held at the Pocatello Police Department. Law enforcement personnel will be present to collect and safely dispose of unwanted medications; Dog licenses expire June 1. Beginning May 1, the City will offer half-price dog licenses throughout the month. Licenses can be purchased at City Hall or the Animal Shelter.

AGENDA ITEM NO. 6: PUBLIC HEARING – PROPOSED FISCAL YEAR 2025 SANITATION FEE AMENDMENT AND RESOLUTION

This time was set aside for the Council to hear comments from the public regarding proposed mid-year fee changes amending Exhibit S, Sanitation Department Fees, of the City's Fee Schedule for sanitation services for Fiscal Year 2025. Council was asked to adopt the proposed amendment by Resolution.

Mayor Blad opened the public hearing.

Tom Kirkman, Director of Public Services, explained this proposed amendment is the initial step in establishing the City's commercial cardboard recycling program, which has been a high priority for the Council. He clarified that existing sanitation fees are not changing; the proposal only adds new fees to cover the cost of commercial cardboard collection.

Mayor Blad announced that no written correspondence had been received.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposal. She disapproves of the City's involvement in recycling, citing concerns over increased fees, lack of private sector involvement, and a belief that such services fall outside the government's proper role.

In response to questions from Council, Mr. Kirkman stated that the City only became involved in recycling after two private companies, Western Recycling and later Republic Services, ceased operating the local facility. He explained that the City was given 30 days' notice to stop its curbside recycling program, which forced the City to take action. He noted that while single stream recycling is costly, collecting more cardboard helps offset those expenses. He reported that the City has reduced recycling costs by about $20,000 per month. Mr. Kirkman also stated that Pocatello has a 77% participation rate in curbside

recycling, which is significantly higher than the national average of 35% and reflects strong community support.

There being no further public comments, Mayor Blad closed the public hearing.

A motion was made by Ms. Leeuwrik, seconded by Mr. Cheatum, to adopt a resolution (2025-07) approving the proposed mid-year fee changes amending Exhibit S, Sanitation Department Fees, of the City's Fee Schedule for sanitation services for Fiscal Year 2025. Upon roll call, those voting in favor were Leeuwrik, Cheatum, Mangum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 7: PUBLIC HEARING – VACATION OF RIGHT OF WAY – 1800 BLOCK OF BENCH ROAD

As announced earlier, Agenda Item No. 7 to have Council hear comments from the public regarding a request by Pocatello/Chubbuck School District 25 to vacate the public's interest of 1.59 acres (more or less) of the 1800 block of Bench Road extending from the south entrance into Connections Credit Union to the southern-most entrance of Highland High School parking lot entrance was pulled from the agenda.

AGENDA ITEM NO. 8: FINAL PLAT APPLICATION – ASPEN GROVE SUBDIVISION

Council was asked to approve a final plat application submitted by Gate City Builders, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide four (4) parcels encompassing 5.56 acres (more or less) into nine (9) lots. The property is located at 2806 South 5th Avenue and will be known as Aspen Grove Subdivision. The Planning and Zoning Commission recommended approval of the final plat following a public hearing held January 8, 2025. Staff recommended approval of the plat with conditions.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to approve a final plat application submitted by Gate City Builders to subdivide four (4) parcels encompassing 5.56 acres (more or less) into nine (9) lots with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merril Quayle, P.E. dated April 7, 2025 shall be met; 2) All conditions set out in the Executive Summary dated April 17, 2025shall be met: and 3) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the subdivision will be known as Aspen Grove Subdivision and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Mansfield, Paulsen, Cheatum, Leeuwrik, Mangum, and Nichols.

AGENDA ITEM NO. 9: GRANT APPLICATION RATIFICATION - U.S. DEPARTMENT OF TRANSPORTATION RURAL AND TRIBAL ASSISTANCE (RTA) PILOT PROGRAM

Council was asked to approve a request to ratify a grant application through the U.S. Department of Transportation Rural and Tribal Assistance (RTA) Pilot Program in the amount of $500,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department

review. The grant would provide necessary funding for completion of a municipal services impact analysis. There is no required match.

A motion was made by Mr. Mangum, seconded by Mr. Mansfield, to approve a request to ratify a grant application through the U.S. Department of Transportation Rural and Tribal Assistance (RTA) Pilot Program in the amount of $500,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Mansfield, Cheatum, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 10: AMERICAN WWII HERITAGE CITY NOMINATION APPLICATION

Council was asked to approve submission of the American WWII Heritage City nomination application to the National Park Service and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. This designation recognizes the contributions of one jurisdiction in each state regarding U.S. involvement in World War II.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mansfield, to approve submission of the American WWII Heritage City nomination application to the National Park Service and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

Becky Babb, Planning Manager, presented an application for Pocatello to be designated a World War II Heritage City. She explained that Idaho currently lacks such a designation and outlined the City's wartime contributions, including an Army Air Base, a Naval Ordnance Plant, and support for military personnel. Ms. Babb noted the application requires no financial commitment and would not limit City actions but could enhance historical outreach. She added that while no new monument is currently planned, existing memorials are documented, and future recognition efforts would follow if approved.

Council expressed support and appreciation for preserving the City's history.

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

AGENDA ITEM NO. 11: SURPLUS AND SALE OF SEIZED ASSETS – POLICE DEPARTMENT

Council was asked to approve the following requests from the Pocatello Police Department, subject to Legal Department review:

(a) DECLARE THREE (3) VEHICLES AS SURPLUS
Declare three (3) vehicles as surplus, which were seized during ongoing investigations. The vehicles have been adjudicated and awarded to the Police Department by the Bannock County Prosecutor's Office in accordance with Asset Forfeiture Laws; and

(b) AUTHORIZE THE SALE OF THE VEHICLES
Authorize the sale of the vehicles through auction and authorize the Mayor's signature on all pertinent documents.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to approve the requests from the Pocatello Police Department as outlined in Agenda Item No. 11(a) and 11(b) and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

Council members highlighted that the 2003 Celica was seized along with $261 in cash, 16 grams of cocaine, and 5.5 pounds of meth. Council members thanked the Pocatello Police Department for keeping those drugs off the street.

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

AGENDA ITEM NO. 12: PROFESSIONAL SERVICES AGREEMENT - DAVEY RESOURCE GROUP

Council was asked to accept the recommendation of staff and approve a Professional Services Agreement with Davey Resource Group in the amount of $175,000.00 to develop an Urban Forest Plan and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The project is funded by a US Forest Service Urban and Community Forestry grant.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, to approve a Professional Services Agreement with Davey Resource Group in the amount of $175,000.00 to develop an Urban Forest Plan and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Mangum, Cheatum, Leeuwrik, Mansfield, and Nichols.

AGENDA ITEM NO. 13: LOCAL PROFESSIONAL SERVICES AGREEMENT – MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY PROJECT – KELLER ASSOCIATES, INC.

Council was asked to approve a Local Professional Services Agreement between the City of Pocatello, Local Highway Technical Advisory Council (LHTAC), and Keller Associates, Inc. for construction inspection services for the Monte Vista to Pocatello Creek Road Pathway Project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. There is no additional financial requirement or match for this project. The full match for the grant is covered by local non-profit organizations.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mansfield, to approve a Local Professional Services Agreement between the City of Pocatello, Local Highway Technical Advisory Council (LHTAC), and Keller Associates, Inc. for construction inspection services for the Monte Vista to Pocatello Creek Road Pathway Project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mansfield, Cheatum, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 14: CONSTRUCTION MANAGEMENT SERVICES GUARANTEED MAXIMUM PRICE AMENDMENT FOR RECYCLING FACILITY REMODEL – SANITATION SERVICES

Council was asked to accept the recommendations of staff and approve a Guaranteed Maximum Price Amendment to the previously awarded contract for Construction Management Services for the partial remodel of the City's recycling facility in an amount not to exceed $646,642.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the project has been budgeted in the FY25 Sanitation Services budget.

A motion was made by Mr. Cheatum, seconded by Mr. Nichols, to approve a Guaranteed Maximum Price Amendment to the previously awarded contract for Construction Management Services for the partial remodel of the City's recycling facility in an amount not to exceed $646,642.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

In response to questions from Council, Tom Kirkman, Director of Public Services, stated that the sanitation facility recently acquired is structurally sound but in need of necessary repairs and upgrades. The planned remodel will include facade improvements and upgrades to create a more accessible and customer-friendly drop-off area for recyclable materials such as cardboard and aluminum.

Council shared impressions from a recent tour of the facility, noting how impressed they were by the public's engagement with recycling. They emphasized the potential to increase recycling participation but acknowledged the interior is in poor condition and needs significant maintenance. They expressed support for the project, highlighting its potential to increase recycling and improve office functionality.

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

AGENDA ITEM NO. 15: BID ACCEPTANCE/CONTRACT AWARD FOR NORTH MAIN EXTENSION SEWER PROJECT – VORTEX SERVICES, LLC

Council was asked to accept the recommendations of staff and award the bid for the North Main Extension sewer project to Vortex Services, LLC, in the amount of $428,995.00 and authorize the Mayor's signature on all applicable documents, including change orders up to 5% of the project total, subject to Legal Department review. Funding for the project has been budgeted in the FY25 Water Pollution Control (WPC) budget.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, to accept the recommendations of staff and award the bid for the North Main Extension sewer project to Vortex Services, LLC, in the amount of $428,995.00 and authorize the Mayor's signature on all applicable documents, including change orders up to 5% of the project total, subject to Legal Department review. Upon roll call, those voting in favor were Mansfield, Mangum, Cheatum, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 16: RESOLUTION – DISSOLVING CHILD CARE ADVISORY COMMITTEE

Council was asked to adopt a Resolution dissolving the Child Care Advisory Committee and expressing appreciation to its members for their service.

Council member Paulsen shared his disapproval by addressing State Legislators who supported the new childcare legislation, raising concerns that it may lead to child abuse or neglect. He thanked the Pocatello Fire Department, Mallarie Bascom, the Health Department, IdahoSTARS, United Way, and local child care providers who met on public record to protect Pocatello's children.

A motion was made by Mr. Mangum, seconded by Mr. Mansfield, to adopt a Resolution (2025-08) dissolving the Child Care Advisory Committee and expressing appreciation to its members for their service. Upon roll call, those voting in favor were Mangum, Mansfield, Cheatum, Leeuwrik, and Nichols. Paulsen voted in opposition. The motion passed.

AGENDA ITEM NO. 17: ORDINANCE – REPEALING TITLE 5.28 – CHILDCARE

Council was asked to consider an ordinance repealing Title 5.28 – Childcare effective April 18, 2025 as a result of the Idaho State Legislature's preemption of local control.

A motion was made by Mr. Mansfield, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 17, 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 repealing Title 5.28 – Childcare effective April 18, 2025 as a result of the Idaho State Legislature's preemption of local control. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Mansfield, and Nichols. Paulsen voted in opposition. Mayor Blad declared the ordinance passed, that it be numbered 3158 and that only the ordinance summary sheet be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 18: ITEMS FROM THE AUDIENCE

Mayor Blad noted that according to the agenda the total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker. Mayor Blad stated that in order to hear from all speakers who had signed up, each speaker would be allotted two (2) minutes.

Nikki Taysom, Pocatello resident, voiced deep concerns about serious issues in the community and urged the Council to allow more time for public input, emphasizing the importance of constitutional rights and the need to be heard.

Kyler Johnson, Pocatello resident, stated he was a student at Idaho State University and expressed concerns about the actions of the Pocatello Police Department in the recent fatal shooting of Victor Perez. He shared his view that the use of force was unjustified, criticized the department's response, and called for increased transparency, accountability, and changes to police culture.

Maddox Bickford-Thorpe, Pocatello resident, stated he was a student at Idaho State University and shared his perspective that the fatal police shooting of Victor Perez reflects a broader problem within the Police Department. Drawing on his background as the son of a police officer, he felt that the use of lethal force was unjustified and emphasized the need for better training, especially in de-escalation and mental health awareness. He called for police reform and collaboration with mental health organizations to prevent similar incidents.

Travis Gentry, Pocatello resident, shared his opinion about the police shooting of Victor Perez, and feels the officers should be held accountable and not be paid. He believes non-lethal options were available and the shooting was unjustified. He offered sympathy to Victor's family.

Erin Vassler, Pocatello resident, stated she was a nontraditional student at Idaho State University and expressed disapproval of the Pocatello Police for shooting a 16-year-old, calling their actions reprehensible and urging better de-escalation training and use of non-lethal alternatives.

Sean Johnson, Pocatello resident, acknowledged that others had already expressed his concerns well. He emphasized concern about autistic children's safety and the need for mental health training and less-lethal options for police.

Rose Eidmiller, Pocatello resident, stated she had a master's degree in social work. She shared mental health statistics and expressed concern about how the Pocatello Police handed Victor Perez's case. She recounted her own struggles with police regarding her son, who has multiple mental health diagnoses, and urged the department to improve training, especially in recognizing and responding to people on the autism spectrum without resorting to guns.

Scott Vawter, Pocatello resident, expressed sympathy for Victor Perez's family and questioned why a SWAT team was on the roof during a peaceful protest. He requested answers about who made that decision and which law enforcement unit was involved.

Matthew Shumway, Pocatello resident, expressed deep concern about the police shooting of 16-year-old Victor Perez and called for justice for him and his family. He questioned the decision to deploy a sniper team during a peaceful protest and urged for thoughtful, accountable policing. He felt that police should use deadly force only as a last option and be responsible to the community they serve.

Ember Marsh, Pocatello resident, shared that they are autistic and read a poem expressing how Victor Perez's death has affected them. They called for the four officers involved to be held accountable and for their names to be made public. Ember asked the community to come together in support of justice for Victor Perez and emphasized the importance of standing up until justice is served.

Sheena Goldsberry, Pocatello resident, shared she is a mother of three autistic children with ADHD. She expressed deep fear and frustration over the police shooting of Victor Perez, who also had autism. She voiced strong opposition to the actions of the Pocatello Police Department, called for justice and better training on disabilities, and noted her children are now afraid to go to school. She vowed to continue protesting until change occurs.

AGENDA ITEM NO. 19: ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 7:10 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

MEMORANDUM

TO: Konni Kendell, City Clark
FROM: Rich Diehl, Deputy City Attorney
RE: Destruction of Records for 2025
DATE: April 15, 2025

I have reviewed the documents which you submitted for review regarding the Records Destruction process and they appear to be in order to me. I would recommend that you continue the process.

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

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DESTRUCTION OF VARIOUS CITY RECORDS AS IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO, IN ACCORDANCE WITH IDAHO CODE §50-907; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §50-907 provides that the City Council must authorize the destruction of records that are not required to be retained as permanent records, have met the minimum retention period provided by the City's Public Record Retention Schedule, and are no longer required to be retained by law or for City business; and

WHEREAS, the City Clerk of the City of Pocatello has proposed for destruction of certain records which have exceeded their minimum retention period; and

WHEREAS, the approval for the destruction of the listed records on the attached Exhibit "A" has been obtained from the Idaho State Historical Society, when required, and the City Attorney or his designee, as provided by Idaho Code §50-907; and

WHEREAS, this proposal for destruction of City records is made in accordance with the City of Pocatello Records Policy adopted on June 15, 2023 by Resolution No. 2023-19.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO, AS FOLLOWS:

1. That the City records identified on Exhibit A, attached hereto and incorporated herein, are eligible for destruction in accordance with Idaho Code §50-907 and the City of Pocatello Records Policy.

2. That the City Clerk of the City of Pocatello and her designee(s) are hereby authorized to take all necessary steps to carry out the destruction of the City records identified on Exhibit A.

3. That the destruction of the above-approved records may take place at the time of, or any time after, the adoption of this Resolution.

RESOLVED this ____ day of June, 2025.

CITY OF POCATELLO,
a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

EXHIBIT A

AIRPORT

Temporary Records

- Transitory Correspondence (including e-mails) through December 31, 2023
- Transitory Financial Reports through December 31, 2023
- Criminal History Records Checks and Security Training Records for individuals with unescorted access authority whose access was terminated prior to August 31, 2024

Semi-Permanent Records

- General Administrative Correspondence through December 31, 2020
- Accounts Payable Documents prior to October 1, 2020
- Accounts Receivable Documents prior to October 1, 2020
- Budget Records prior to October 1, 2020
- Monthly Airport Activity Reports through December 31, 2020
- Monthly Air Traffic Records through December 31, 2020
- Fueling Agent Inspection and Fueling Agent Training Records through December 31, 2020
- FAA Required Personnel Training Records through December 31, 2020
- Lease Agreements terminated through December 31, 2020

FINANCE DEPARTMENT

Accounts Payable:

1. Invoices/statements; purchase card statements/receipts, and adjusting journal entries dated prior to 9/30/2023 which have been scanned.
2. Transitory Records (prior to 9/30/23):
    a. A/P expenditure approval lists
    b. Check reports including check register
    c. Bank transfer list
    d. Disbursement journal
3. Cash receipts prior to 9/30/2023 after they have been scanned
4. Adjusting journal entries prior to 9/30/2023 after they have been scanned
5. Receipt documents of original entry dated prior to 9/30/2023 (UB Receipts) after they have been scanned
6. Transitory records issued prior to 10/1/2023
    a. Bank account statements
    b. Cash reconciliation records

Payroll

- Copies of W-2 records prior to 9/30/2019
- Copies of Affordable Care Act (ACA) documents prior to 9/30/2021

Accounts Receivable (all items scanned):

- Copies of Invoices prior to 9/30/2023
- Copies of Trade receivable prior to 9/30/2023
- Copies of Loan receivable prior to 9/30/2023
- Copies of Community Rec Center bank draft canceled checks prior to 9/30/2023
- Copies of Charge adjustments prior to 9/30/2023
- Copies of Interest and late fee reports prior to 9/30/2023

Miscellaneous:

- Year-end work papers and cash reconciliation working papers prior to 9/30/2023
- Copies of 1099 prior to 9/30/2021
- Copies of Affordable Care Act documents prior to 9/30/2022
- Copies of Sportsite documents prior to 9/30/2016
- Copies of reconciliations prior to 9/30/2016

FIRE DEPARTMENT

1. EMS Billing –
    a. Copies of Patient Care reports (printed copy of electronic report) – all records through December 31, 2023
    b. Copies of Ambulance deposits – copy of deposit maintained by Bannock County Auditing – all records through December 31, 2023
    c. Copies of Insurance Explanation of benefits paper record. Documents have been scanned and attached to electronic billing record or stored on network server – all records through December 31, 2023
    d. Copies of Forms and additional documentation from patient care. Documents have been scanned and attached to electronic billing record. Documents to include billing authorization forms, hospital face sheets, ABN form, PCS form, etc. – all records through December 31, 2023
2. Burn Permits – all records issued through December 31, 2022
3. Fire permit records – all permit records issued through December 31, 2019
4. Copies of plans and drawings of Fire alarm and sprinkler systems – records have been scanned and stored as an electronic copy. – All records through December 31, 2019
5. Fire Investigation records (excluding records with death involved) – all records through December 31, 2014
6. House burns training files – all records through December 31, 2022
7. Copies of Inspection and Occupancy Records. Records have been scanned and stored as electronic copy. Documents are reproducible. Examples: Inspection reports, letters to and from occupancy owners, violation notices, permits issued, code interpretations, etc. – all records through December 31, 2019
8. Incident Reports
    a. Arson related – all records through December 31, 2014
    b. All other incidents – all records through December 31, 2019

9. Release of Liability and HIPAA training records for individuals who ride along – all records through December 31, 2022
10. EMS certification and recertification records – all records through December 31, 2019
11. EMS training records, paper copies – all records through December 31, 2021

HUMAN RESOURCES

1. Affirmative Action Plans for Transit prior to January 1, 2020
2. Benefit plan contracts prior to January 1, 2020
3. Benefits Continuation or Correspondence Records - Prior to January 1, 2020
4. Budget Reports - Service Level Reports prior to January 1, 2020
5. Employee Benefit Records:
    a. Retirements prior to January 1, 2015
    b. Terminations where litigation occurred prior to January 1, 2015
    c. All other terminations prior to January 1, 2020
    d. Education records prior to January 1, 2020
6. Employee Medical Records:
    a. ADA and FMLA certifications prior to January 1, 2020
    b. Medical records of terminated employees prior to January 1, 2020
7. Employee Personnel Records:
    a. Retirements prior to January 1, 2015
    b. Terminations where litigation occurred prior to January 1, 2015
    c. All other terminations prior to January 1, 2020
    d. Work study records prior to January 1, 2020
8. Employment Eligibility Verification Forms - Terminations prior to January 1, 2020
9. Garnishment Records:
    a. Tax levy prior to January 1, 2020
    b. Child support orders prior to January 1, 2020
10. Grievance & Complaint Records - Employee separated prior to January 1, 2020
11. Payroll Administrative Reports - Salary projections prior to January 1, 2020
12. PERSI Records:
    a. Employer remittance forms prior to January 1, 2020
    b. Correspondence prior to January 1, 2020
13. Personnel Policy Handbook - 5 years after superseded
14. Position Description, Classification and Compensation Records - Prior to January 1, 2023 if superseded
15. Recruitment and Selection Records:
    a. Promotion assessments including civil service exams prior to January 1, 2023
    b. Promotional testing prior to January 1, 2023
16. Unemployment Reports - Unemployment compensation claims prior to January 1, 2020
17. Volunteer Program & Worker Records - Terminations prior to January 1, 2020
18. Workers' Compensation Claim Records - Prior to January 1, 2020

LEGAL DEPARTMENT

1. Criminal files closed prior to December 31, 2019
2. Risk Management Files closed prior to December 31, 2019
3. Risk Management reported accidents by City Departments through 2022 of which no claims were received.
4. Miscellaneous files closed prior to January 1, 2020
5. Litigation files closed January 1, 2019
6. Worker's Compensation files closed prior to January 1, 2019
7. Drug/Alcohol testing results prior to January 1, 2020

MAYOR/CITY COUNCIL

- Service request records – paper and electronic – prior to December 31, 2019
- Mayor's Office correspondence and documents (not historic) – paper and electronic – prior to December 31, 2019
- Advisory Board correspondence (not historic) – paper and electronic prior to December 31, 2019
- City Clerk correspondence prior to December 31, 2019. Does not include letters regarding City policy determinations.
- Record Requests documents prior to December 31, 2022.

PARKS AND RECREATION

Community Recreation Center (CRC)

- Copies of daily cash receipts prior to July 31, 2019

Team Sports

- Adult and youth registration information, correspondence and game schedules prior to December 31, 2018
- Copies of daily deposit receipts prior to December 31, 2018
- Copies of Budget Development sheets prior to September 30, 2019
- Copies of monthly budget reports prior to September 30, 2022

POLICE DEPARTMENT

1. Arrests/Citations: Prior to 2019 Misdemeanor Driving Under the Influence, general Misdemeanor violations including, Code Enforcement, Animal, FTOC, FTA, Alcohol PC, Mental PC
2. Parking Violations: Prior to 2021
3. Traffic Infractions: Prior to 2020
4. Warning Violations: Prior to 2022
5. Traffic Accidents: Prior to 2020 (Not including Fatalities or City Property Damage)
6. Vehicle accident reports are stored electronically. No paper copies to destroy.
7. No Contact Orders: Prior to 2020 (Inactive or expired paperwork only)
8. Vehicle Impound: Prior to 2020 (Inactive and Released)

9. Fingerprint Cards: Prior to 2018 (Misdemeanor only)
10. Mug Shots: Prior to 2019 (non-digital only)
11. City License/Permits: Prior to 2017 (Including application and photo)
12. Juvenile Records: Follow current Felony/Misdemeanor policy or (Keep 5 years beyond 18th birthday*age 24)
13. Employee ID Cards: (Destroy after administrative needs end or obsolete)
14. Accounts Receivable: Prior to 2018 (Daily Deposits, Vendors, BCSO restitution)
15. Community Service: Prior to 2018 (Annual reports kept permanently)
16. Volunteer program Records: Prior to 2018
17. Volunteer Worker Records: Prior to 2018 (5 years after separation)
18. Travel Records: Prior to Fiscal Year Ending 2017

SANITATION DEPARTMENT

- Daily Route Schedules prior to 12/31/2018
- Sanitation Service orders prior to 12/31/2018

WATER DEPARTMENT

1. Maintenance Request/Complaint Records – records documenting complaints or requests concerning water related issues prior to January 1, 2020
2. Backflow Prevention Device Tests – test records include date, type and size of device, serial number, location, test records, line pressure, name of tester, device owner and related data for services prior to January 1, 2022 or subsequent test;
3. Accounts Payable – copies of City bills, including reports, invoices, statements, voucher, delivery tickets and canceled checks for services prior to January 1, 2020;
4. Accounts Receivable – copies of treasurer's receipts and supporting documentation for scrap metal sales, invoices paid by customers for water used from fire hydrants, damages to City property and other miscellaneous receipts for services prior to January 1, 2020;
5. Bids/Quotes/Proposals – non-grant funded equipment, materials and services prior to January 1, 2020;
6. Budget Records – department budget preparation files and service level reports prior to January 1, 2020;
7. Correspondence – general administrative correspondence prior to January 1, 2020;
8. Daily Work Reports – records of employees' daily work activities prior to January 1, 2020;
9. Damage/Incident Statements – reports generated for motor vehicle accidents, damages to City property or other utilities, personnel accidents, and damages caused by leaking water lines prior to January 1, 2020;
10. Capital Asset Records – records documenting the purchase, maintenance, inventory, and disposal of capital assets no longer in service prior to January 1, 2020;
11. Capital Improvement Projects – permits and correspondence related to capital improvement projects prior to January 1, 2020;
12. Equipment Maintenance and Repair Records – records for equipment no longer in service prior to January 1, 2020;

13. Fire Hydrant Permits – permits for water used from fire hydrants and supporting documentation including meter reports used to calculate customer charges prior to January 1, 2020;
14. Fuel Reports – records of daily fuel activities prior to January 1, 2020;
15. Human Resource records – employee-related correspondence and documentation prior to January 1, 2020;
16. Vehicle Safety Inspections – daily vehicle inspections prior to January 1, 2020;
17. Water Bacteriological Quality Analysis Reports – records documenting water samples taken from various locations throughout the City water system and supply sources prior to January 1, 2020;
18. Water Chemical Analysis Records - records documenting water samples taken from various locations throughout the City water system and supply sources prior to January 1, 2015.

WATER POLLUTION CONTROL DEPARTMENT

Accounts Receivable Prior to January 1, 2020
- Industrial Users billing invoices
- Waste Hauler billing invoices
- Idaho Power Cogeneration and Small Power Production
- Miscellaneous customers

Activity Reports Prior to January 1, 2020
- Daily work reports

Budget Records Prior to January 1, 2020
- Department budget preparation files
- Department service level reports

Contracts & Agreements
- Terminated/Superseded Prior to January 1, 2020

Correspondence
- General Administrative Correspondence prior to January 1, 2020

Delivery Tickets
- Vendor delivery tickets prior to January 1, 2023

Laboratory Records Prior to January 1, 2016
- 1st Annual Sampling
- 2nd Annual Sampling
- Certificate of Analysis
- Chemical Inventory/Logs
- Coliform Sheet
- Drinking Water
- Equipment Maintenance

- Lagoon Biosolids Data
- Lab Book: Hardbound
- Lab Data – Monthly
- Lab Misc. Info
- NPDES Energy Data
- pH Calibrations
- Quality Control
- River Data
- Simplot
- Soil Sampling Data
- Task Sheets
- Well Sampling Data
- WET Testing

Leave Applications
- Leave Requests and Absence Reports prior to January 1, 2022

Pretreatment Documentation
- Misc. Pretreatment Information prior to January 1, 2014

Purchase Orders
- Purchase order records prior to January 1, 2020

Purchasing Quotes
- Purchasing quote records prior to January 1, 2020

Records Requests
- Request records prior to January 1, 2023

Request for Proposals (RFPs)
- RFP records prior to January 1, 2020

Safety Program Records
- Safety meeting records prior to January 1, 2020

Septage Waste Hauler Records Prior to January 1, 2020
- Waste hauler manifest forms
- Monthly summary sheets

Training and Certification Records
- Department records for employees terminated prior to January 1, 2020

Utility Line Location Request Records
- Dig Line tickets prior to January 1, 2023

Utility Service Requests

- Service requests prior to January 1, 2020

Vehicle Records

- Documents related to vehicles and equipment removed from service

Wastewater Treatment Operations Records Prior to January 1, 2020

- Daily process reports
- Daily lab sheets

Agenda Item #7

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 16, 2025

RE: 5th Avenue AWP Resolution

I have reviewed the 5th Avenue Area-Wide Planning Study resolution. I have no legal concerns with the Council approving the resolution and authorizing the Mayor to sign it.

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

South 5th Ave Area Wide Plan

City Council

June 5, 2025

CITY OF POCATELLO

Brownfields









EPA definition:

"Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."

CITY OF POCATELLO

Brownfields – EPA Brownfield Grant

Funds: $500K US Environmental Protection Agency (EPA) Brownfield Assessment Grant

Terms: 100% grant funded – no matching funds required / 4 years (2026)

Purpose: Inventory, environmental assessment and reuse planning for brownfield sites & underutilized properties

Eligible Assessment & Planning Activities:

- Environmental Site Assessments (Ph 1 + 2)
- Regulated Building Materials Assessments
- Site-Specific Reuse Planning
- Area-Wide Planning (AWP)
- Market Studies

CITY OF POCATELLO

Study Area



CITY OF POCATELLO

Area Wide Plan Process

Engagement Plan



Community Pop-Up Event



Community Survey



Working Group Mtg #1



Working Group Mtg #2



Community Pop-Up Event



Priorities & Strategies



Draft Plan



Final Plan Adoption

CITY OF POCATELLO

Community Input

City of Pocatello Staff

- Brent McLane, Director, Planning & Development Services
- Jim Anglesey, AICP, Long-Range Senior Planner
- Christine Howe, Grants Manager
- Anne Butler, Parks and Recreation Director
- Tom Kirkman, Director of Public Services
- Hannah Sanger, Science & Environment Administrator

Consultant Team (Stantec)

- Leonard Farr, Project Manager
- Rhonda Bell, Principal Planner

Community Stakeholders Thanks are given to residents, business owners, community organizations, and real estate representatives for their valuable input and time in shaping this plan.

- Mark Dahlquist and Catherine McCarthy, NeighborWorks Pocatello
- Cheryl Hanson, Campus Architect, Idaho State University
- Brett Walker, Community Member
- Jack Brennan, Community Member
- Joann Bailey, Local Realtor
- Ruby Walsh, Property Owner
- Mohammed Alqurashi, Islamic Society of SE Idaho representative
- Amanda Collins, SICOG
- Greydon Wright, ITD

CITY OF POCATELLO

Public Engagements

- Portneuf Valley Environmental Fair, April 2024
- Community Survey issued for ~1.5 months in Spring of 2024
- Community Stakeholder gathering, May 16th, 2024
- South 5th AWP bike tour, Aug 13th, 2024
- #1 Regional Govt entities meeting, Aug 13th, 2024
- #2 Regional Govt entities meeting, Dec 4th, 2024
- Community Stakeholder open house, January 2025
- City Council Work Session on May 8th- https://youtube.com/clip/Ugkxm7P9qycCGX7uOcFFh7nsBv8-EQ8LQd5I?si=Bw39_48O56DKTJQa

CITY OF POCATELLO

QR Code to Plan

To use QR code:

- Open camera on your smart phone.
- Aim phone at QR code.
- When link pops up on camera screen, click on that link.

CITY OF POCATELLO

Reminder

- **Planning is aspirational**
  - **Not all ideas IN the plan will get done**
  - **Other ideas NOT in the plan WILL get done**
  - Some ideas require private property or private market investment
  - Some ideas require agency cooperation



CITY OF POCATELLO

Other plans/projects used in building this one

- Idaho State University Master Plan-Current
- Comprehensive Plan, 2023
- BTPO Bicycle and Ped Master Plan, 2019
- Terry First Plan, 2018
- Reconnecting Communities Grant (8.5 million DOT)
- Transportation Master Plan, MTP-2010
- Portneuf Greenway Master Plan, 2009

CITY OF POCATELLO

Five Key Priorities



- Priority 1: Safe and comfortable pedestrian & bicycle infrastructure



- Priority 2: Enhanced community appearance (private properties + public realm)



- Priority 3: Diversified housing



- Priority 4: Streets that feel safe at all hours and slow traffic



- Priority 5: Increased opportunities to recreate/gather as a community

CITY OF POCATELLO

01 REVITALIZE: Property reactivation

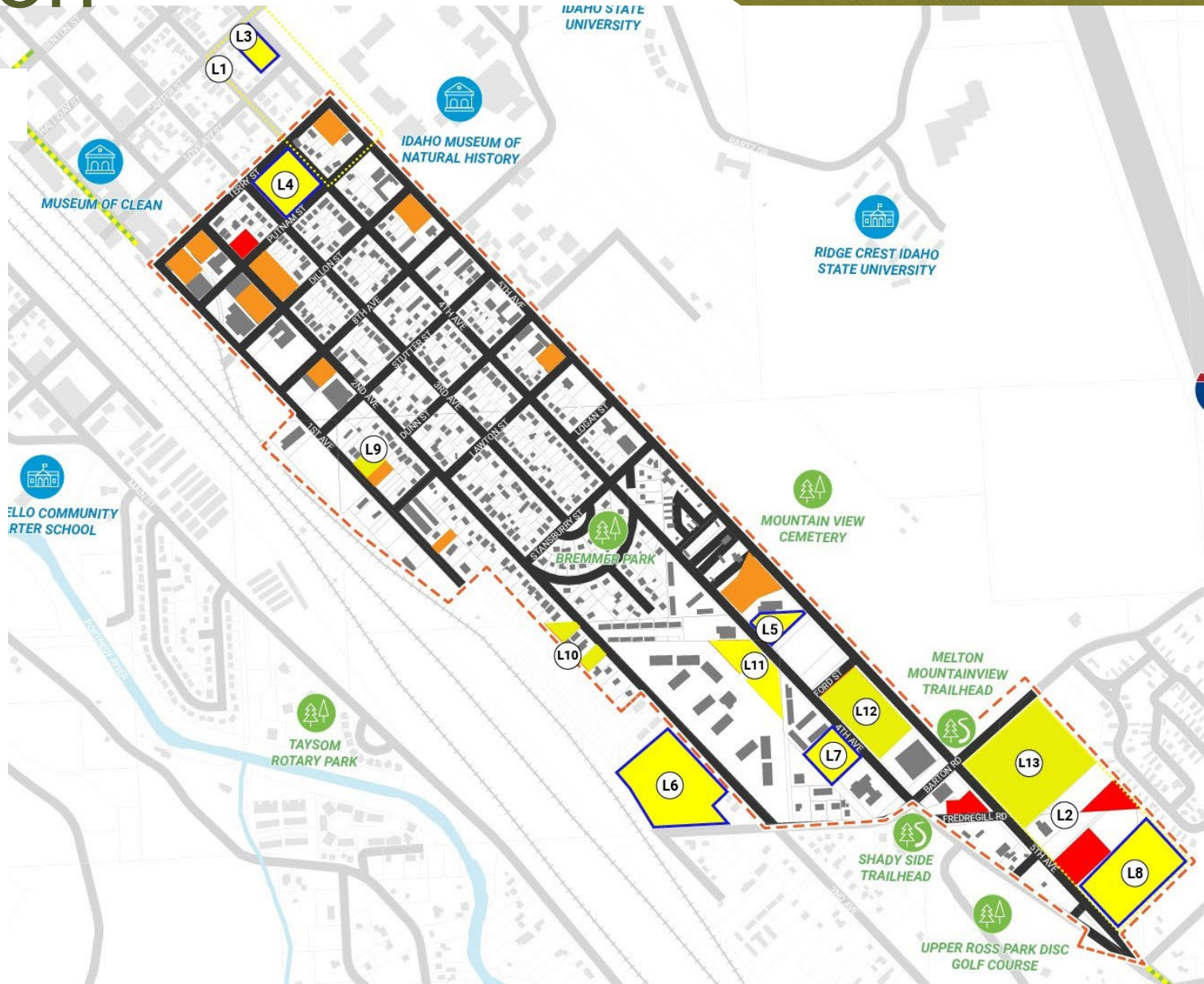
Physical Enhancements

Mixed Use Zones

- L1 ‘Bengal Place’ Mixed-Use Center
- L2 ‘Whittier Village’ Mixed-Use Center

Opportunity Parcels – already plans

- L3 Bengal Place (ISU student life / res)
- L4 Student Housing (ISU)
- L5 Senior Housing (Park Mdws Exp)
- L6 Apartments
- L7 Apartments
- L8 Student Housing (private)



02 MOVE: Enhanced mobility

Ped

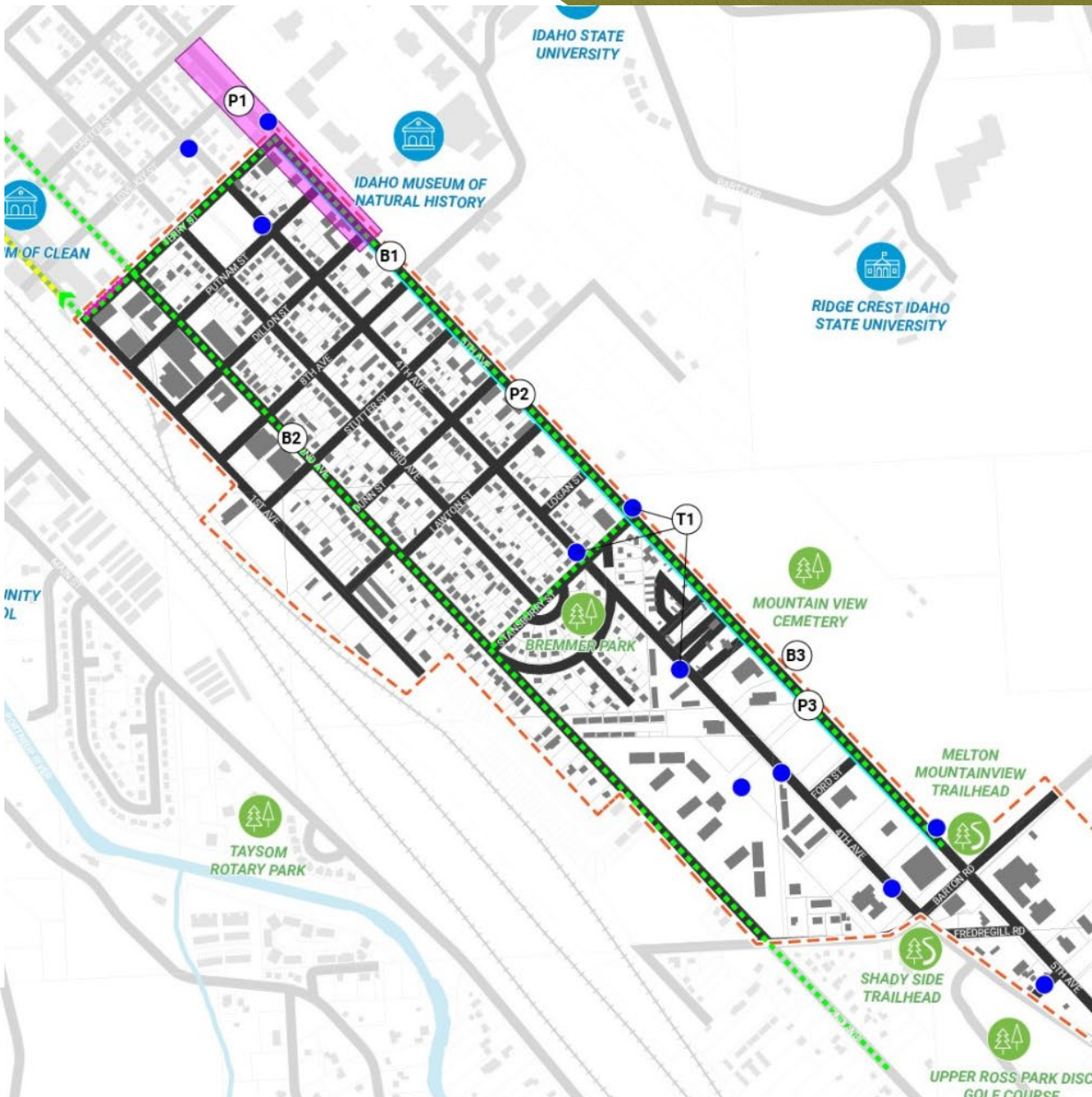
- P1 Pedestrian Safety Zone – Carter to Dillon
- P2 Resize curb cuts – S side of 5th Ave
- P3 Ped controlled intersections (HAWK)
  Park Meadows @ 4th Ave and @ 5th Ave

Bike

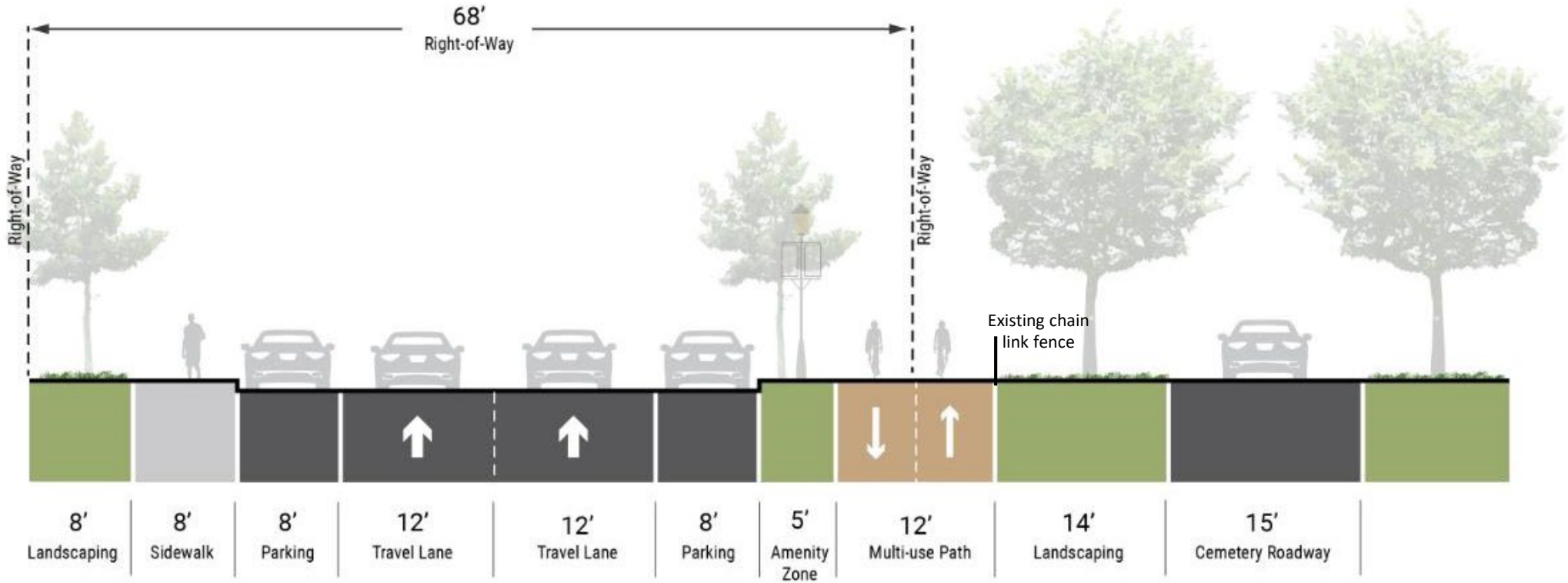
- B3 Create multi-use path at cemetery
- B1 Flip bike lane / parking along ISU
- B2 2nd Ave bike lane(s)

Transit

- T1 Improved bus stops
  (signage, lighting, seating, shelters)



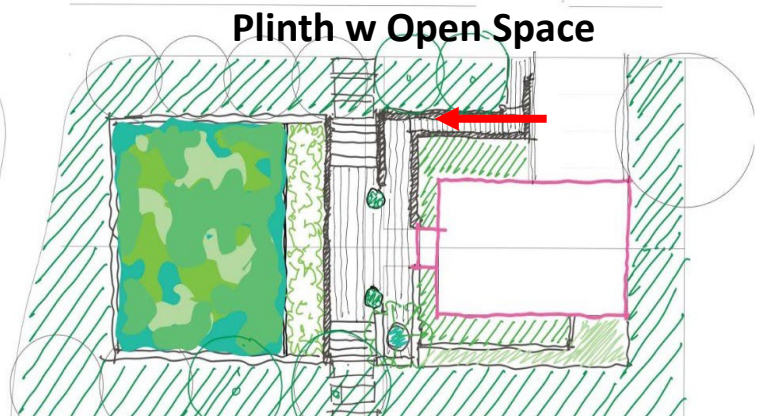
5th St Multi-Use Path



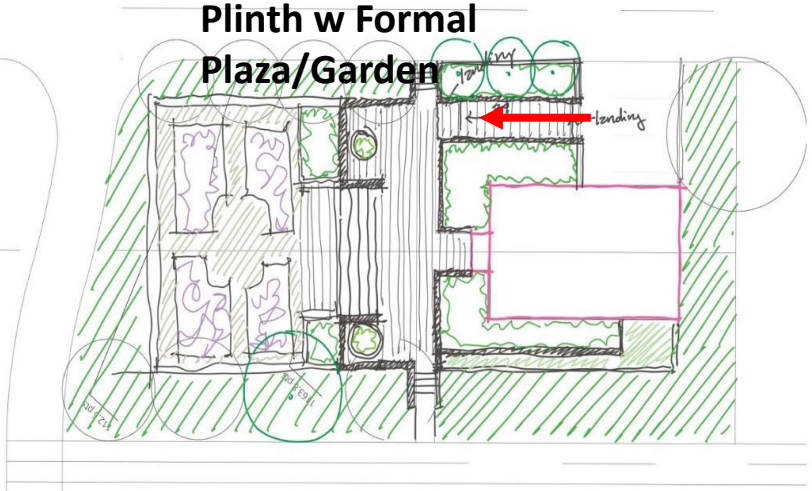
CITY OF POCATELLO

Brady Chapel: ADA access and plaza

Plinth w Open Space



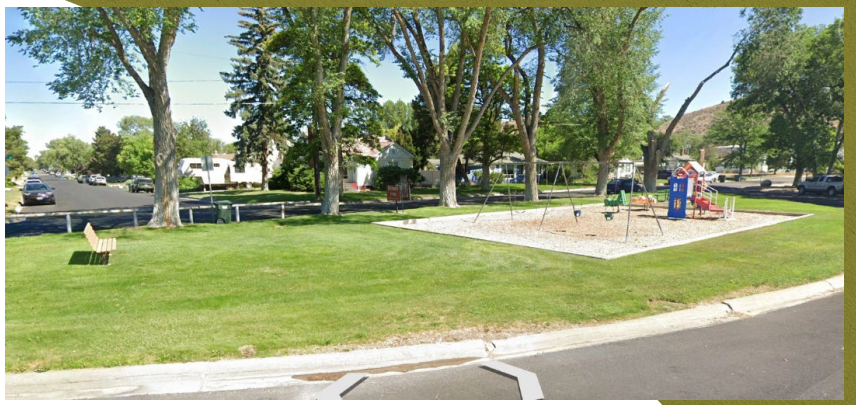
Plinth w Formal Plaza/Garden

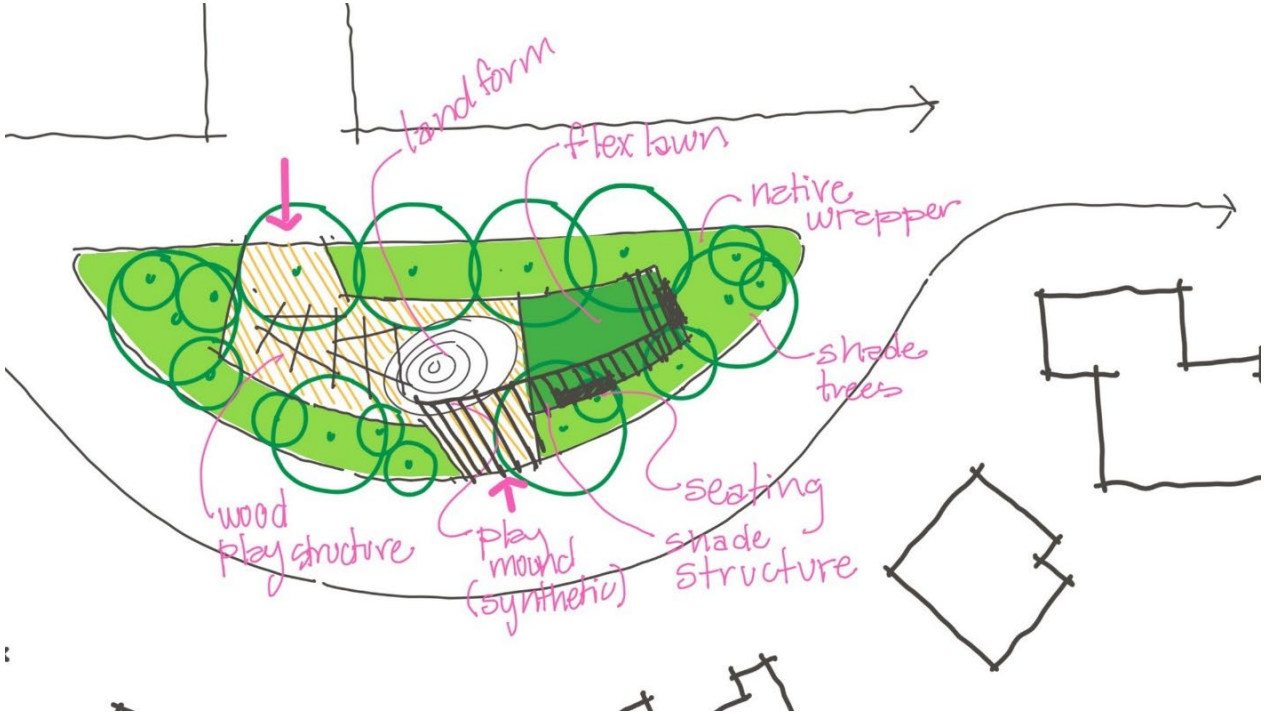


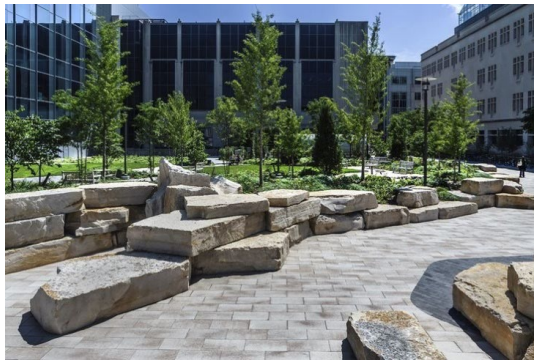


CITY OF POCATELLO

Bremmer Park: Redesign







Naturalistic ‘combo’ elements



Playground Structures

CITY OF POCATELLO

Thoughts, Ideas, Questions?

Thank you for your time today.

CITY OF POCATELLO

POCATELLO



5TH AVENUE

AREA WIDE PLANNING STUDY

Prepared for:
City of Pocatello

Prepared by:
Stantec

April 2025

ACKNOWLEDGMENTS

City of Pocatello Staff

Brent McLane, Director, Planning & Development Services
Jim Anglesey, AICP, Long-Range Senior Planner
Christine Howe, Grants Manager
Jen Flynn, Assistant Planner
Anne Butler, Parks and Recreation Director
Tom Kirkman, Director of Public Services
Hannah Sanger, Science & Environment Administrator

Consultant Team (Stantec)

Leonard Farr, Project Manager
Rhonda Bell, Principal Planner
Kristin Baldonado, AICP, Urban Planner
Emily Huang, Urban Planner/Designer
Aaron Wisher, GIS Specialist

United States Environmental Protection Agency (EPA)

This project was funded by a U.S. EPA Brownfield Grant – the grant provides funding for local communities to investigate and plan for the cleanup and reuse of brownfield sites.

Community Stakeholders

Thanks are given to residents, business owners, community organizations, and real-estate representatives for their valuable input and time in shaping this plan.

Mark Dahlquist and Catherine McCarthy, NeighborWorks Pocatello
Cheryl Hanson, Campus Architect, Idaho State University
Brett Walker, Community Member
Jack Brennan, Community Member
Joann Bailey, Local Realtor
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EXECUTIVE SUMMARY



Project Overview

This City of Pocatello and its community stakeholder partners saw an opportunity to complete an area-wide planning (AWP) study for the S. 5th Avenue corridor, a distinct business district with adjacent neighborhoods that possess redevelopment and infill capacity to bring future housing and commercial services to the neighborhood, city, and region. Over time, the corridor has lagged behind other areas of the City in terms of reinvestment and vitality. The corridor and broader Focus Area has great potential – it benefits from an established street grid, local and regional destinations, and urban infrastructure – and is prime for redevelopment and other revitalization interventions that capitalize on these existing assets.

Through a common vision, action plan, and long-term investment commitments, the Focus Area can reemerge over time as an improved experience and destination.

Project Funding

This project was funded by a United States Environmental Protection Agency (EPA) Brownfield Assessment Coalition Grant awarded to the City of Pocatello in 2022. The grant supports area-wide planning initiatives to address brownfields (defined as "a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant") and establish strategies for redevelopment, adaptive reuse, site cleanup, and capital investments.

Project Team and Focus Area

The City established a core project team that included City staff, stakeholder advisors and a planning consultant team. The project team also established a formal Focus Area that includes the blocks generally bounded by 1st Avenue, Terry Street, 5th Avenue, and Barton Road, and includes the area between Mountain View Cemetery and Restlawn Memorial Gardens Cemetery. The Focus Area intentionally encompasses many of the surrounding residential streets so that this planning process can achieve a holistic vision and action plan to improve area conditions and quality of life for a variety of community members. The boundary for the Focus Area is shown on the next page.

Focus Area Vision Statement

The following vision statement was developed for the Focus Area, based on engagement with the community and their priorities.

> *The Focus Area is a diverse, bustling neighborhood that seamlessly integrates with both the university campus and existing residential development. The neighborhood fosters a harmonious blend of academic, residential, and commercial spaces creating an inviting environment that supports growth, innovation, and a high quality of life for all residents.*


OLD TOWN BARK PARK
IDAHO STATE UNIVERSITY
IDAHO MUSEUM OF NATURAL HISTORY
MUSEUM OF CLEAN
RIDGE CREST IDAHO STATE UNIVERSITY
15
DIPLOMAT PARK
POCATELLO COMMUNITY CHARTER SCHOOL
CENTENNIAL PARK
BREMMER PARK
TAYSOM ROTARY PARK
UPPER ROSS PARK DISC GOLF COURSE
POCATELLO SKATE PARK
AWP Focus Area

Community Priorities

The AWP process had several ways for community members and local stakeholders to provide ideas and feedback regarding Focus Area revitalization. Engagement included a Working Group (comprising business/property owners, community organizations, residents, ISU students, and governmental partners), a community-wide survey, and presence at a local event. The overall feedback from these engagement activities are summarized in the following list of Community Priorities; these priorities align with a number of Vision Elements from the Pocatello Comprehensive Plan 2040, as noted in the italics (some paraphrased for brevity).



1. **Safe and Comfortable Pedestrian and Bicycle Infrastructure**

   Comprehensive Plan:

   - *Connected, Safe, & Accessible: Goals 1, 2, 3, 4*
   - *Environmentally Resilient: Goal 5*



2. **Enhanced Community Appearance, both private properties and public realm**

   Comprehensive Plan:

   - *Environmentally Resilient: Goal 4*
   - *Authentic & Affordable Neighborhoods: Goal 6*
   - *Creative Community: Goal 1*



3. **Diversified Housing that meets the needs of everyone, especially students**

   Comprehensive Plan:

   - *Authentic & Affordable Neighborhoods: Goals 1, 2, 3, 4*



4. **Streets that feel safe at all hours, slow through-traffic, and may better function as public spaces.**

   Comprehensive Plan:

   - *Connected, Safe, & Accessible: Goals 2, 3, 4*
   - *Civic Collaboration: Goal 4*
   - *Creative Community: Goal 1, 2, 3, 5*



5. **Increased opportunities to recreate and gather as a community.**

   Comprehensive Plan:

   - *Outdoor Oriented: Goals 2, 3*
   - *Civic Collaboration: Goal 2, 4*
   - *Authentic & Affordable Neighborhoods: Goal 1, 2, 6*
   - *Creative Community: Goal 1, 2, 3, 5*

Recommendations Summary

This Area Wide Plan provides a series of both physical interventions and policy/programmatic strategies to improve neighborhood conditions and support property reuse and redevelopment. The Framework Plan, presented on the next page, graphically depicts the recommended physical enhancements. While Chapter 4 delves into detail on the recommendations, the following is an overview of recommendations, categorized by land use, mobility, community spaces, and community champions.

Element 1: Revitalize Vacant and Underutilized Properties

A. Designate **Mixed Use Activity Centers** to prioritize (re) development that aligns with the Vision.

B. Support **Infill Development** projects on underutilized portions of properties.

C. Parking Strategies: Consider a parking district or structure for the mixed use area adjacent to the ISU campus.

D. Connect property owners with financial and technical assistance for **Environmental Site Assessment and Remediation**.

Element 2: Expand Multimodal Mobility

A. Designate a **Pedestrian Safety Zone** and associated implementable strategies to improve the safety and comfort of pedestrians along key areas and intersections within the 5th Avenue corridor.

B. Introduce **Pedestrian-Controlled Intersections** at high-demand intersections of 4th and 5th Avenues.

C. Focus installation or redesign of **Bicycle and Trail Infrastructure** along key corridors, including 5th Avenue and 2nd Avenue, along with associated wayfinding signage for routes and destinations.

D. Promote transit use with **Bus Stop Enhancements** at key locations

E. Create or update **Citywide Mobility Guidance** for the greenway trail system plan and a citywide bicycle master plan.

Element 3: Enhance and Diversify Shared Community Spaces

A. Implement **Streetscape Enhancements** along Terry Street and 5th Avenue to create more attractive, functional, and safe street environments.

B. Redesign Public Spaces, including two key neighborhood amenities – Bremmer Park and Brady Chapel – to invite a wider range of uses and users.

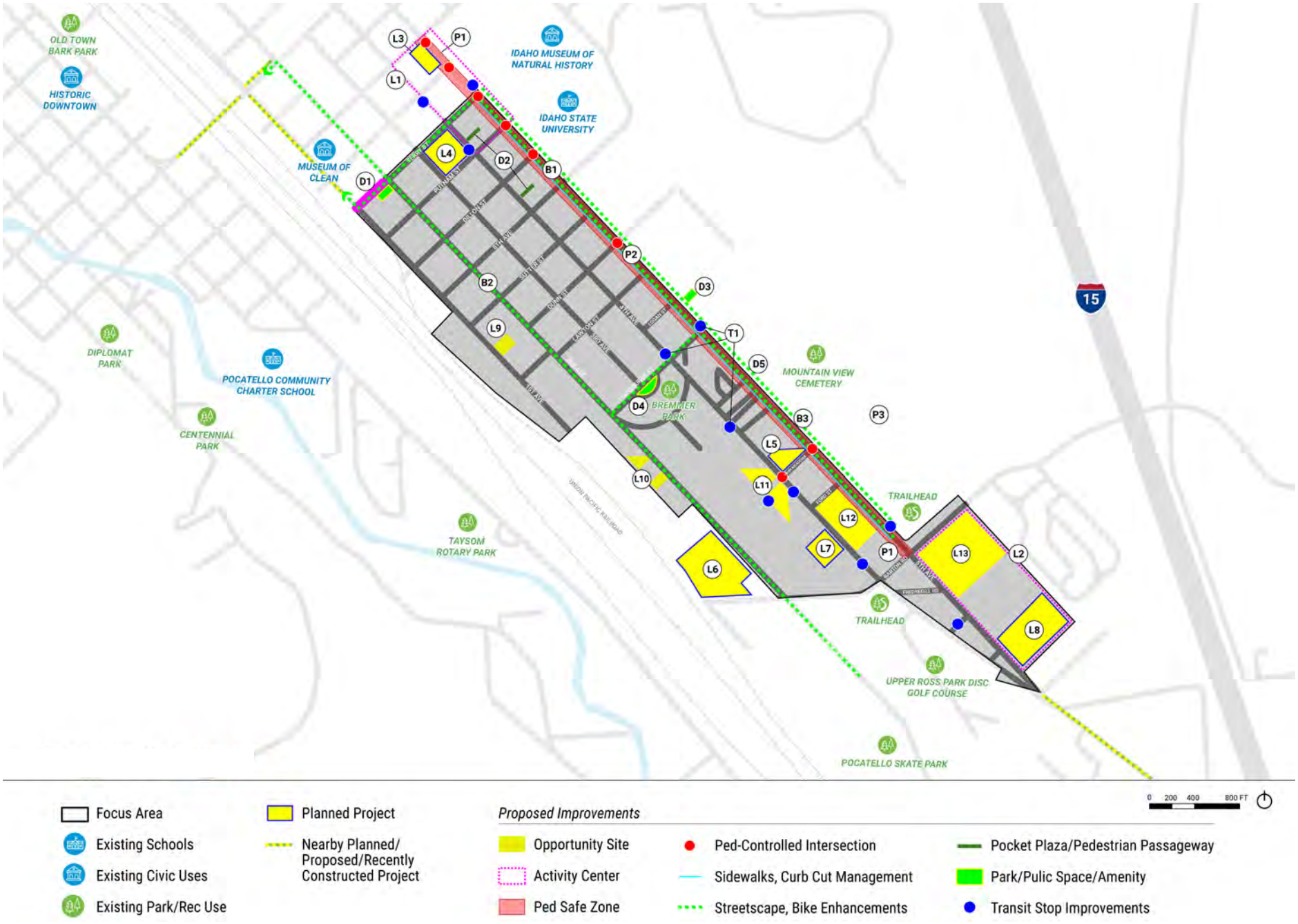
C. Introduce **Privately Owned Public Open Spaces (POPOS) Opportunities** through two restaurant parking lots to serve as a unique public space as well as pedestrian passageway.

D. Create or update **Policies and Programs** that enhance community aesthetics and foster a sense of pride among the neighborhood.

Element 4: Identify and Support Community Champions

A. Reinvigorate the Mountain View Neighborhood Association to take pride and ownership in the neighborhood's upkeep, aiding in defining or enhancing the neighborhood's identity, and assisting with programming and events.

B. Create an Improvement District to oversee community services, promotion and activation.



Framework Plan. See Chapter 4 for further explanation of site numbers.



Plan Components

This document includes six components that will aid in advancing the City's revitalization goals for the Focus Area.

Existing Conditions Analysis: A summary of the existing area conditions in terms of land use, urban character, zoning, transportation/mobility networks, demographics, and public services. This element is discussed in Chapter 2.

Community Vision and Priorities: The definition of the community's vision and priorities for the future derived through community surveys, conversations with a formal project Steering Committee, and review of the City's Comprehensive Plan. This element is discussed in Chapters 3 and 4.

Revitalization and Framework Plan: The Revitalization Plan includes several recommendations categorized into four elements: Land Use, Mobility, Community Spaces, Community Champions. The recommendations include specific physical enhancements as presented in the Framework Plan, and the necessary policy and programmatic support to transform the area to align with the community's vision. This element is discussed in Chapter 4.

Action Plan: An Action Plan matrix that organizes the recommendations by anticipated timeline, lead entity/ partners, and individual actions. This element is discussed in Chapter 5.

Property Inventory / Brownfield Sites: A property conditions inventory defining site characteristics that are associated with redevelopment potential (e.g., size, zoning, occupancy status, environmental conditions). This element is in the Appendix.

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CHAPTER 1
Introduction

Section 1.1: Project Introduction

In 2024, the City of Pocatello embarked on an Area Wide Plan (AWP) to define a vision and set of priorities, and create an action plan for revitalization for the 5th Avenue corridor. In recent decades, when compared to other areas of the City, the corridor has experienced building vacancies, underutilized properties, and a lack of private investment. Additionally, the existing corridors exist as an auto-oriented character and the current streetscapes are less conducive for pedestrian and non-motorized travel. Through a comprehensive planning effort, there is opportunity to define strategies to improve mobility options, enhance streetscapes, and entice private investment on vacant and/or underutilized sites that can breathe new life into the neighborhood for community-serving uses like housing, commercial services, and employment opportunities.

Objectives. The AWP project objectives include the following:

- Identify properties with redevelopment potential.
- Identify existing regulatory and Focus Area conditions.
- Engage with community members to define local priorities and revitalization ideas.
- Identify and prioritize potential public investments and capital projects that support revitalization.
- Provide recommendations focused on potential land uses, mobility enhancements, and future amenities.
- Define implementation strategies.

Funding. This project was funded by an EPA Brownfield Assessment Coalition Grant awarded to the City of Pocatello in 2020. The grant supports area-wide planning initiatives to address brownfields and establish strategies for redevelopment, adaptive reuse, site cleanup, and capital investments.



1


2

1. Looking northwest down 5th Avenue near the Thunderbird Motel.
2. A typical view of one of the nicer homes in the residential part of the neighborhood, mostly comprised of single-story detached homes and mature trees.
Source: Stantec, Google Street View.

Section 1.2: The Focus Area

Focus Area. The Focus Area is generally bounded by the railroad tracks and 1st Avenue, Terry Street, 5th Avenue, and Barton Road, and it includes the area between Mountain View and Restlawn Cemeteries.

The 4th and 5th Avenue corridors are configured as a one-way street pair, with 5th Avenue serving as a gateway into Downtown Pocatello and Idaho State University from Interstate 15. A traditional street grid comprises the northern limits of the corridor with regularly spaced side streets that lead into surrounding neighborhoods. The corridors include several community anchors and amenities that serve as the foundation for revitalization planning; these uses include the Idaho State University campus, the Mountain View and Restlawn Cemeteries, the Upper Ross Park Disc Golf Course, the Visit Pocatello Center and rose garden, and the Red Hill Trail network. Additionally, Downtown Pocatello, Miller Ranch Stadium/Bartz Field, and several residential neighborhoods are located near the Focus Area. Red Hill is a significant geographic feature.



ISU logo painted on pavement at the intersection of 5th Avenue and Terry Street.
Source: Stantec



AWP Focus Area Map
Source: Google Earth

Key Assets for Successful Revitalization

This AWP process examines existing Focus Area assets and aims to build upon those assets to ground recommendations in the context of the local values, people, and place. The following are key assets that serve as a foundation for revitalization strategies and community enhancement projects.



Traditional Urban Form

The Focus Area is built on a formal street grid – the area has continuous, regularly-shaped city blocks, service alleys, and streets that feed into surrounding neighborhoods. This pattern benefits redevelopment projects because the street system is in place and the scale is extremely conducive for pedestrians. Additionally, the neighborhood's legacy buildings are small in scale and generally oriented along public sidewalks, promoting a walkable shopping/ entertainment environment and providing a distinctive experience for visitors.



Underutilized and Vacant Properties

The Focus Area has a variety of vacant or underutilized sites that create opportunities for redevelopment projects that could provide housing, jobs, and services. The variety of sites and locations provide opportunities for both large- and small-scale infill projects.



ISU as Neighbor and Partner

The Focus Area is adjacent to Idaho State University campus, an institution that contributes greatly to the area's vitality. The University is a major attractor and could benefit businesses as students and ISU visitors may seek out shopping and dining options.

Section 1.3: Relevant Plans

The Focus Area benefits from several existing long-range land use and transportation-related community planning efforts that are detailed below. Additionally, Pocatello's Comprehensive Plan is discussed in Section 2.2.

Pocatello Downtown Development Plan (2022). This vision document addresses the City's downtown district, which extends to the south until Putnam Street. The Focus Area and the downtown district overlap for four blocks including Terry Street, 5th Avenue, Putnam Street, and 1st Avenue. This area includes two sub-districts, the Warehouse District, and the Bengal District (see map at right). The downtown transition area extends even further south, until Sutter Street. There are no major land use or development projects proposed within any of the 4-block overlap with the Focus Area.

The 5th Avenue AWP acknowledges the connection between the two planning areas, as the areas should not exist in a vacuum, rather, they should connect, complement, and build off of one another.

Transportation Master Plan (2010). The 2035 Metropolitan Transportation Plan (MTP) is Pocatello's long range transportation vision and guide. The MTP has several functions including establishing the goals and vision for a future transportation system, identifying the current and future transportation problems, and identifying the projects and strategies to address the transportation problems. There are Transportation Improvement Programs that accompany the master plan which identify specific projects. There are no proposed projects that fall within the Focus Area.

Portneuf Greenway Master Plan (2009). This Master Plan outlines the vision for the development of the Portneuf Greenway Trail System. While there are no proposed improvements within the Focus Area, there are improvements surrounding the Focus Area that may be relevant, including the ISU Corridor, north of the Focus Area, and the Riverside Corridor, south of the Focus Area. These plans are further detailed in the Master Plan document.

Bicycle and Pedestrian Master Plan (2019). The Bannock Transportation Planning Organization's plan provides guidance and recommendations for the region on creating a connected bicycle and pedestrian networks. The master plan recommends strategies and projects needed to complete the networks. The master plan includes a bicycle network, pedestrian network, separated network, and an implementation plan. Based on this Plan, there are no major bicycle or pedestrian infrastructure projects planned for the Focus Area. Intersection projects include evaluating the conditions for curb extensions, advance yield here sign, and pedestrian hybrid beacon for the two intersections at Terry Street and 5th Avenue and 4th Avenue.



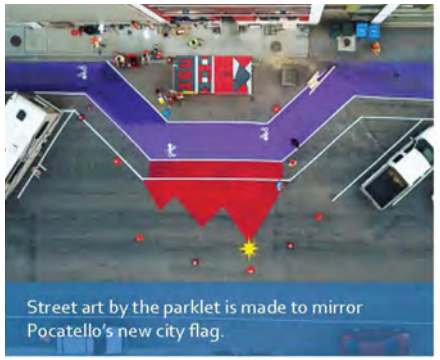
From the Downtown Development Plan, the above map shows the locations of five distinct downtown districts, which each have their own vision, nodes/catalytic projects, and landmarks.

Terry First (2018). The Terry First report was a collaboration between the City of Pocatello, the community, the non-profit organization Community Builders, and the transportation- and placemaking-focused firm Team Better Block. The plan established a vision, goals, and strategies for the Terry Street and First Avenue corridors, while also identifying the tools, resources, and leadership capacity required for implementation.

Terry Street is the AWP Focus Area's northwestern boundary, and therefore the plan and its recommendations are relevant for the AWP planning effort. Recommendations include the following short-term, mid-term, and long-term actions. Some desired outcomes from this AWP document are designed to be coordinated with Terry First recommendations.

- Short-term recommendations: stripe on street parking, buffer/widen sidewalk between parking and building frontages, keep the popup park, encourage the addition of art, install bulbouts, make ISU logo permanent, no dutch intersection or angle parking, install water spigot and irrigation, continue parklet experimentation
- Mid-term recommendations: add street lighting, add string lighting, modify the City's zoning regulations to create more opportunity for private investment, connect First and Second Avenue for pedestrians, stormwater infiltration in tree wells and planter strips.
- Long-term recommendations: street striping, make the purple bike lane permanent, expand housing choices, brand the Warehouse District, enhance the park, move forward with Benton Street improvements.




Street art by the parklet is made to mirror Pocatello's new city flag.



The Idaho State University logo was stenciled on 5th Street, with permission from ITD.

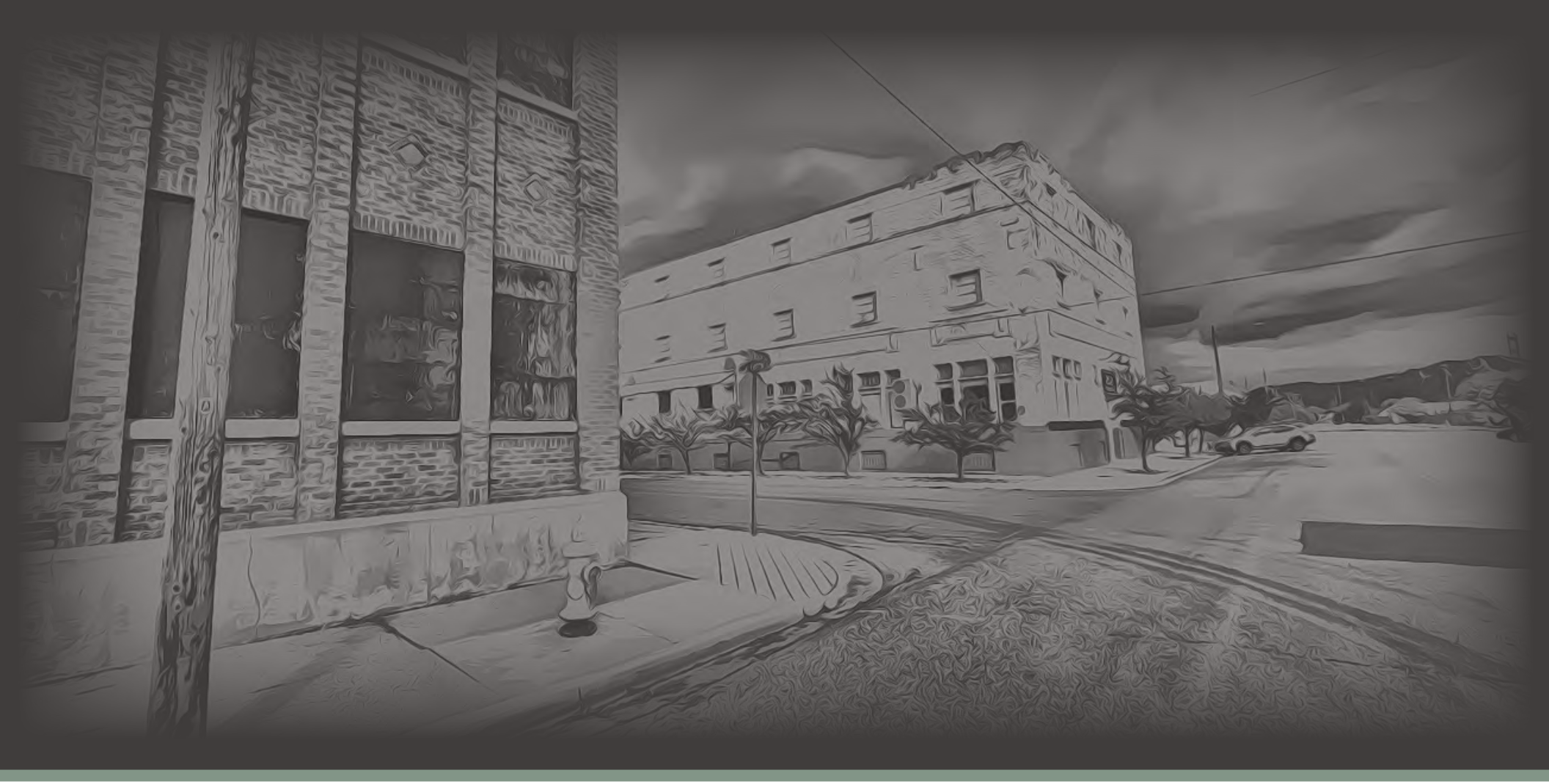

A "Dutch Intersection" provides pedestrian refuge and clear crossings.


A mountain made to mirror the city's flag was painted between 4th and 5th.



All images on this page and descriptions below are from the Terry First Final Report.
1. Murals. A group of students from ISU developed three murals, which were hung on the brick building face in the pop-up park area. These murals are permanent and add a flash of color to the corridor. 2. Street art and intersection calming. 3. Citizen's were interested in creating more attractions and destinations within the Terry Street corridor, which help boost economic activity. A 'pop up park' was created in the parking lot across from the Museum of Clean and the Portneuf Valley Brewery. The park contained interactive games like huge Jenga and rubber band crossbows, along with stalls for entrepreneurs to sell their products.

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CHAPTER 2
Community Conditions

Section 2.1: Demographics

When planning for the 5th Avenue Focus Area, it is important to consider existing demographic characteristics and future population projections. The project team reviewed available demographic data from the U.S. Census Bureau (2010 and 2020 decennial Census data) and Esri (2023 data and forecasts).

Data and Geographies. Data tables for the Focus Area as well as multiple comparison geographies, showing how the Focus Area fits into a larger local and regional picture, are included in the Appendix.

Key Findings and Considerations

- **Growth.** The Focus Area is not within a high growth area, city, or county (less than 1% annual growth rate for the next 5 years).
- **Diversity.** Racial diversity is higher in the Focus Area compared to the city, county, and state.
- **Population.** With such close proximity to the ISU campus, student population influences just about all demographic and household data within the Focus Area:
  - 55 percent of the population are aged 15 to 24.
  - Less children (under 18 years) and seniors (over 65 years).
  - Educated population, with high percentage of those with higher degrees.
  - Smaller average household and family size.
  - Lower median household and per capita income.
- **Unemployment.** Low unemployment rate of 1 percent compared to 3 percent for the city and county, 2 percent for the state.
- **Housing Type.** The Focus Area has a higher proportion of multi-family housing compared to the city, county, and state.

Population

Population Trends and Forecast. In 2023, the Focus Area had 2,181 residents, about 4% of the city's population. Both areas have grown less than 0.5% since 2000 and are expected to grow by 0.1% in the next five years. This means 12 more residents and 6 new housing units in the Focus Area, and 900 more residents and 300 new housing units citywide.

Race and Ethnicity. The Focus Area is more racially diverse than the city, county, and state. It is 79% white and 14% Hispanic or Latino, with white being the predominant race in all three regions.

Age. The Focus Area has a younger median age of 23 years, compared to mid-30s in the city, county, and state. Over half of its residents are 15 to 24 years old, likely due to Idaho State University. There are more working-age adults and lower unemployment. Transportation improvements should focus on student needs.

Education. The Focus Area has more residents with less than a 9th-grade education and more with graduate or professional degrees compared to city, county, and state levels. This is likely due to Idaho State University, indicating many students and professors live there. The area is well-educated, which is important for attracting employers and job opportunities.

English Speaking Ability. About 89% of the Census Tract* population speak only English at home, closely matching statewide data. The city and county have slightly higher percentages of English-only speakers and fewer people who speak English less than very well.

*Data for the Focus Area was not available, but the Census Tract data (a slightly larger geographic area) is a close representation of the Focus Area.

Household Characteristics

Household Size. The Focus Area has an average household size of 2.11, slightly lower than city, county, and state averages. There are fewer households with children and more single-person households, reflecting its majority student-age population. This suggests a need for smaller, single-occupancy housing units geared towards students.

Household Incomes / Financial Hardship. The Focus Area has a significantly lower median household (noted below) and per capita incomes compared to the city, county, and state. This is likely due to the high percentage of students. A quarter of the population lives below the poverty rate, and one-fifth receive food stamps.

Median household income (approximate):

- *Focus Area: $32,500*
- *City: $58,800*
- *County: $63,900*
- *State: $69,400*



Housing Conditions

Across the nation, adequate housing supply and lack of affordability have become major issues, from large cities to small communities alike. Therefore, planning for housing, including supply, cost, a range of options, and quality is critically important. Good housing stock also helps retain a talented workforce, attract major employers, and accommodate natural growth in the region.

Housing Units and Tenure. The Focus Area has about 900 housing units, with 90% occupied and most being renter-occupied. It has a higher percentage of renters and a slightly higher vacancy rate than the city, county, and state, likely due to the fluctuating student population.

Age. The Focus Area has older housing compared to the city, county, and state. Only a quarter of the housing is newer than 1980, versus nearly 60% statewide. This increases the likelihood of lead-based paint and higher maintenance costs.

Housing Types. The Focus Area has a greater diversity of housing types when compared to the city, county, and state. Approximately half of the units in the Focus Area are single-family homes, compared to closer to 70 percent in the county and statewide. The Focus Area also has many more multi-family properties containing 3 or more units. Once again, this information is consistent with a large student population.



Housing Cost and Affordability

Owner-occupied Housing. Median home value increases as the geographies get larger, with homes in the Focus Area having the lowest value at $142,935, and statewide value being the highest at $377,102.

Renter-occupied Housing. The median rental rate is $725 in the Focus Area, which is higher than the citywide rent at $616, but lower than the county and state median rents. Approximately one quarter of renters in the Focus Area are housing cost burdened, paying more than 30 percent of their household income on gross rent, a figure which is about 5 percent higher than the city and county.





1. Detached single-family street in the Focus Area.
2. Older multi-family development.
3. Newer low-income senior housing.
Source: Stantec.

Section 2.2: Land Use Plan and Zoning

Existing policy, zoning and design standards form an important framework for how the Focus Area will grow and evolve. This area wide plan offers an important tool to carry forward and further customize the direction established in these City-wide policies and to identify regulatory challenges and potential remedies that may exist in the unique context of the Focus Area. The following policies apply to the AWP Focus Area.

Pocatello Comprehensive Plan 2040

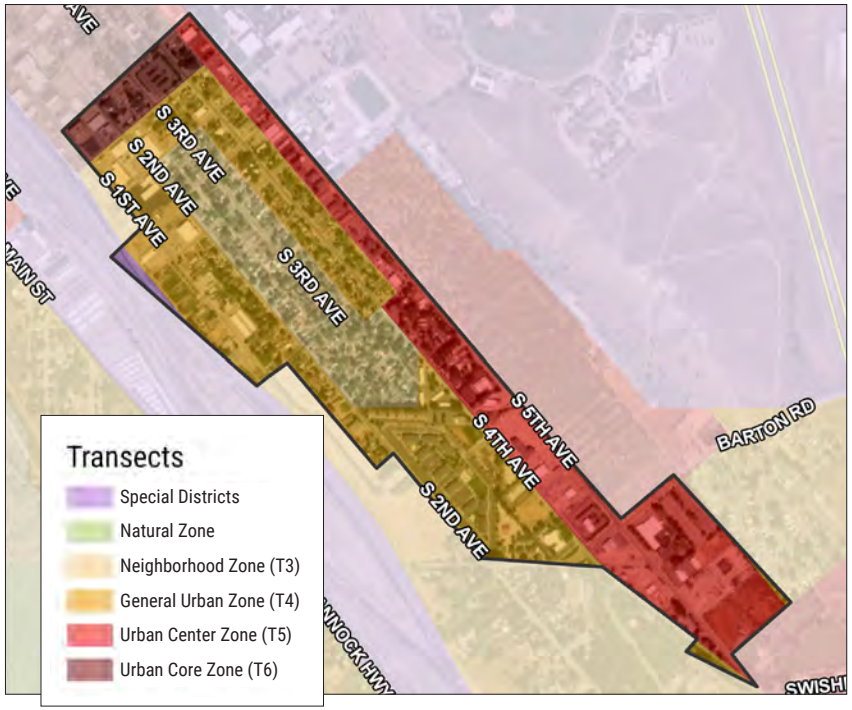
Pocatello recently adopted its Comprehensive Plan (Plan) in 2023. This AWP is subject to the Comprehensive Plan's vision and goals, and future land use designations. The Plan sets forth several Vision Elements tied to goals and even more specific strategies. Many of this AWP's objectives and intended outcomes align with the Plan's goals, organized by Vision Element in the table below.

Table 2.2. Relevant Comprehensive Plan Goals

Vision Element	Relevant Goals
Outdoor Oriented	Goal 3: Develop a continuous greenway system that connects to local neighborhood centers and outdoor amenities, while promoting a healthy community through recreation and active transportation.
Environmentally Resilient	Goal 4: Cultivate compact development patterns and enhanced aesthetics that promote walkability, community health, reduced infrastructure, and energy costs. Goal 5: Develop a transportation system that accommodates multi-modal choices to reduce dependence on fossil fuels.
Connected, Safe, and Accessible	Goal 1: Develop a mobility network that interconnects and distributes pedestrian, bicycle, and vehicle traffic to multiple streets and nodes of activity. Goal 2: Provide a safe transportation system that serves all users. Goal 3: Evaluate roadways, sidewalks, and paths by utilizing multiple variables such as safety, mobility, access for people and goods, system operation, and quality of life. Goal 4: Maximize the public right-of-way to create great places. Goal 5: Maintain and update existing infrastructure such as roads, sewer, water, and high-speed internet.
Civic Collaboration	Goal 2: Empower the community to be involved and collaborative in City government. Goal 4: Protect the health, safety, and welfare of the community by providing high quality services, infrastructure, and innovation
Authentic and Affordable Neighborhoods	Goal 2: Conduct intentional, equitable, and measurable neighborhood planning.
Creative Community	Goal 1: Promote a positive image of the City by creating an attractive, well-maintained public realm through enhanced streetscapes. Goal 2: Embrace Pocatello as Eastern Idaho's cultural hub by implementing creative placemaking strategies to shape the physical and social character of Pocatello, centered around the arts and cultural activities. Goal 3: Engage in the expansion of public facilities and programmed events that enhance the quality of life of our residents. Goal 5: Foster development within the City that considers and incorporates arts and cultural spaces, connected by green space and corridors.

Transect Zones. The City intends to phase out the traditional Future Land Use Map and to transition to a Smart Growth planning approach and SmartCode model, which uses a Future Land Designation Map that reflects the Community Development Patterns and Transect Zones. The following are the land designations and their descriptions for transect zones that are present within the Focus Area:

- Neighborhood Zone (T3) - Consists of low-density residential areas adjacent to higher zones with some mixed-use. Landscaped yards surrounding detached single-family houses.
- General Urban Zone (T4) - Consists of a mixed-use but primarily residential urban fabric. Mix of houses, townhouses, and small apartments, with scattered commercial activity.
- Urban Center Zone (T5) - Consists of higher density mixed-use buildings that accommodate retail, offices, row houses, and apartments with buildings close to the street.
- Urban Core Zone (T6) - Consists of the highest density and height with the greatest variety of uses and civic buildings of local and regional importance. Buildings form a continuous street front along the sidewalk.





Illustrations of the Transect Zones that are found within the Focus Area.

Source: Smart Growth America and the Pocatello Comprehensive Plan.

Zoning Designations

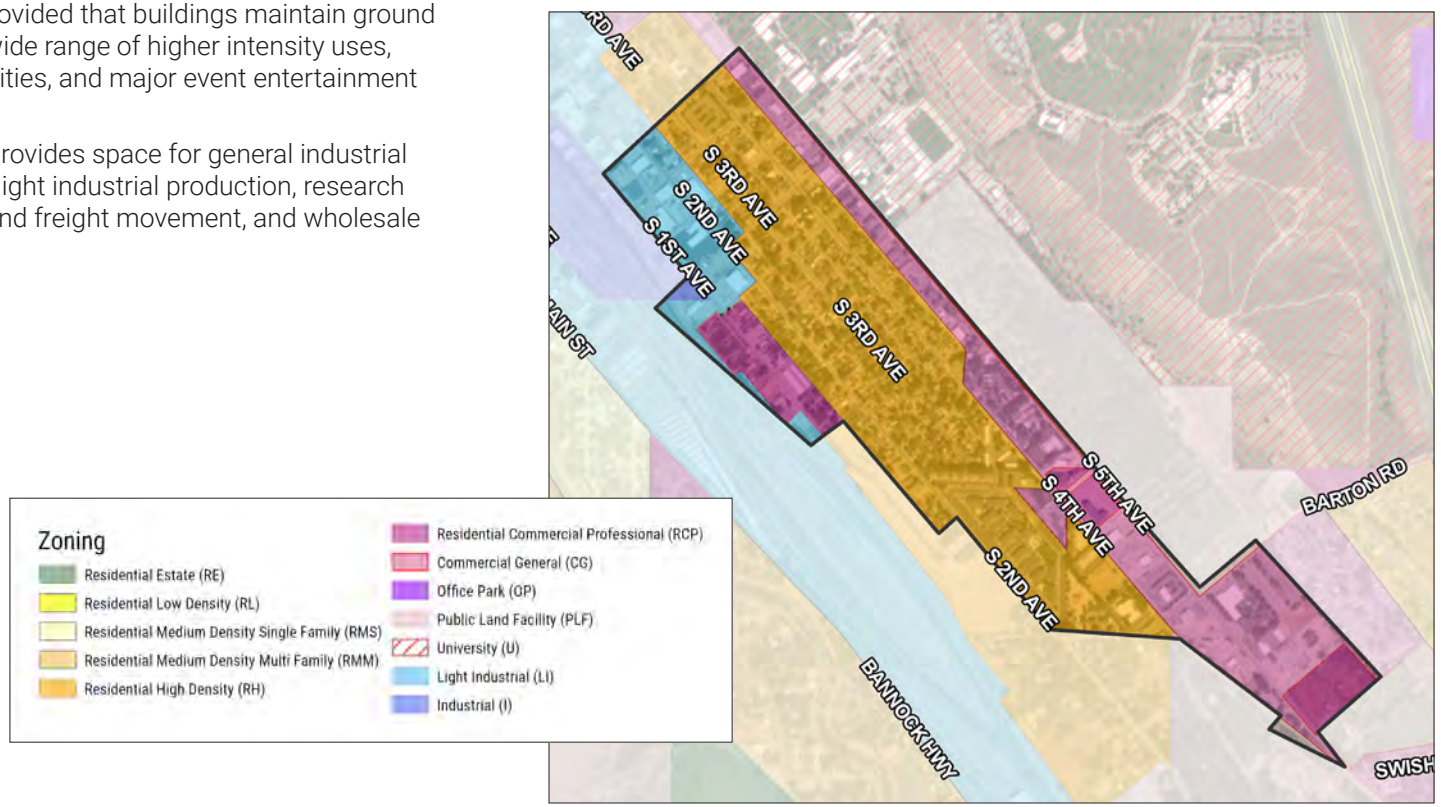
Properties within the Focus Area are categorized into the four zoning districts described below and shown on the map on this page.

- Residential High Density (RH): This district accommodates single-family homes, accessory dwellings, apartments/condominiums, duplexes and town homes. A limited amount of neighborhood commercial, civic, and institutional uses are permitted outright; other civic and institutional uses also are conditionally permitted.
- Residential Commercial Professional (RCP): This district allows a mix of residential, professional office, and neighborhood commercial uses including business/professional services, convenience retail, personal services, and restaurants, in close proximity to residential areas and major transportation facilities.
- General Commercial (GC): This district accommodates a full range of retail, office and civic uses with a citywide and/or regional trade area. Residential uses are permitted provided that buildings maintain ground floor commercial storefronts. A wide range of higher intensity uses, including self-service storage, utilities, and major event entertainment are conditionally permitted.
- Light Industrial (LI): This district provides space for general industrial uses including industrial service, light industrial production, research and development, warehousing and freight movement, and wholesale sales activities.

Land Use and Development Standards

Lot, Density, Height, and Setback. In the Focus Area, the lot size per unit ranges from 1,452 square feet for multi-family or condominiums to 6,720 square feet for two-family, though much of the existing housing stock are single-family types and sit on larger lots closer to 5,000 square feet and above. Front setbacks are 10 feet for all districts within the Focus Area. The RH district requires a 6-foot side yard setback and 10-foot rear yard setback, while the CG district does not require side or rear yard setbacks. The maximum building height in the RH district is 45 feet, and 105 feet in the CG district.

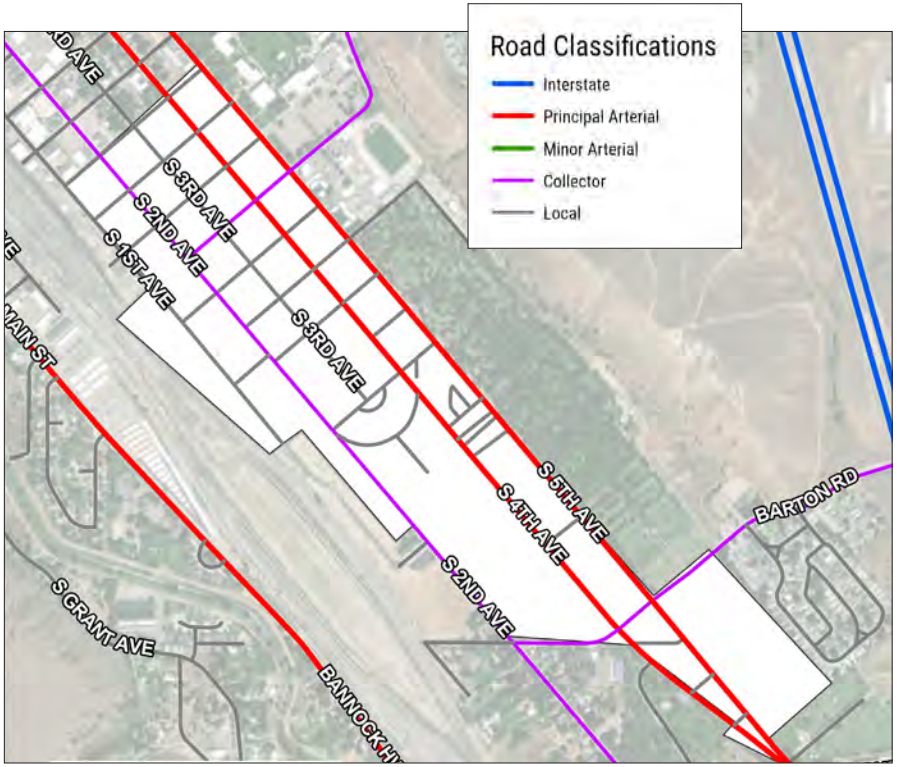
Parking Requirements. Parking requirements are based on land use and are typically measured per unit for residential uses, and by gross floor area of a building for commercial uses.



Section 2.3: Transportation Systems

The Focus Area benefits from an established urban street grid with a street hierarchy including arterials, collectors, and local roadways (see below). Arterials typically carry the largest volume of traffic with the highest speed limits, and are the main connections to different parts of the City. Local roadways, conversely, have the lowest volumes and speeds and generally serve neighborhood residents and destinations. Although the Focus Area's existing network does not form a complete system for all modes, it includes elements that support pedestrians, cyclists, and motor vehicles.

The map below shows the road classifications and major roads through the Focus Area.



Transit

Pocatello Regional Transit (PRT) provides public transit throughout the Focus Area and the City, with 9 fixed bus routes, commuter services, and paratransit/door-to-door service. Four of the fixed bus routes serve the Focus Area, as outlined in Table 2.3.

Table 2.3 Transit Service

Transit Route	Operating Streets	Destinations
D	4th and 5th Avenues	PRT Transit Center, Bannock County Sheriff's Department, ISU, Downtown, Westwood Mall
F	5th Avenue	PRT Transit Center, East Side, Pine Ridge Mall, Gem Prep School, Connor Academy
H	4th and 5th Avenues	Bengal Creek, ISU Health Center, ISU Garrison/Turner Hall, ISO Holt Arena, Memorial at MLK Jr. Way, ISU Student Union
I	4th Avenue	PRT Transit Center, East Side, Pine Ridge Mall, Connor Academy, Gem Prep School, North Chubbuck



PRT bus, Route B. Source: Pocatello Regional Transit

Trails

The Focus Area has access to two nearby trails - Red Hill Trail and AMI Trail - that provide important recreational opportunities to the area; a third trail, Taysom Rotary Park Trail, is a bit further away and across the railroad right-of-way but a viable option for local use. Additionally, while not a formal trail, many use the cemetery paths for recreation purposes.

A trail connection is proposed along Terry Street as well as a continuation of the trail south along the Portneuf River. These trail systems are shown on the map to the right, and the two trailheads in the Focus Area are shown below.





1. Red Hill trailhead at 5th Avenue and Barton Road.
2. Shady Side trailhead at 4th Avenue and Fredregill Road.
Source: Google Street View



Section 2.4: Drainage

The Focus Area has a moderately developed stormwater system that collects surface stormwater from the area streets into storm sewer system conduits, where it is conveyed to the 1st Avenue stormwater treatment basins. There are segments where multiple blocks drain by surface conveyance between inlet structures, and some segments where no curb and gutter is in place. Some inlets are deficient in their size. Approximately 60 percent of the stormwater pipes in the area have been determined to have insufficient capacity to fully manage the design storm. This level of service for the stormwater system is fairly consistent with other portions of the City stormwater system. No major recurring flood areas have been identified in this neighborhood.

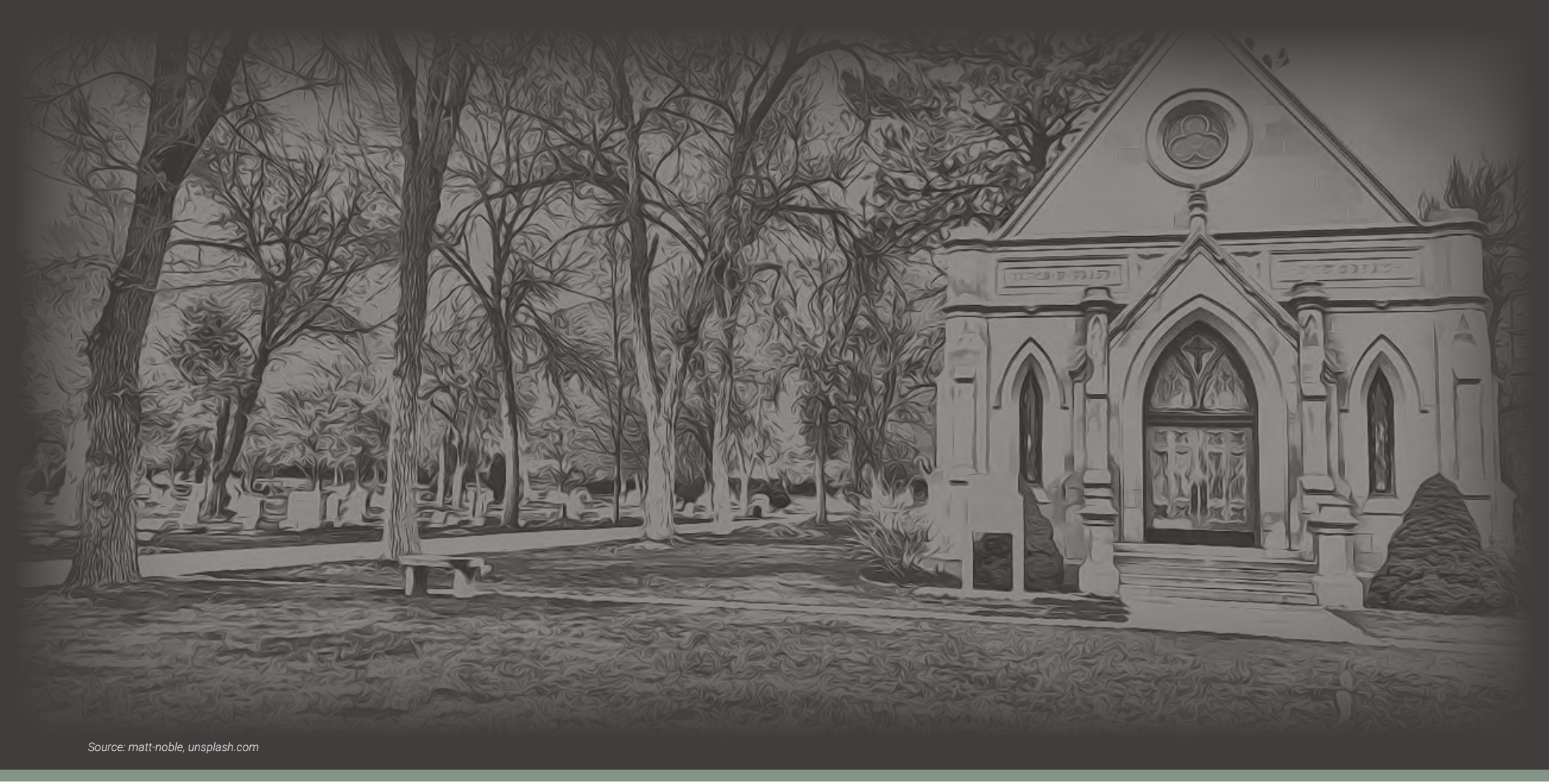
FEMA Flood Hazard Zones

While the Focus Area is located within 1,500 feet of the Portneuf River, it is outside the at-risk area for flooding. As indicated in the map below, a levee exists on either side of the river, which provides the areas with a reduced flood risk.



View of Portneuf River and levee structure at Bannock Hwy bridge crossing.
Source: Google Street View





Source: matt-noble, unsplash.com

CHAPTER 3
Community Conversations and Priorities

Section 3.1: Engagement

Residents, business owners, and other stakeholders are the experts of their own communities and hold the most valuable local knowledge. For that reason, the vision, goals, and projects recommended by this plan evolved from engaging with the community to learn about local needs and desires. The Area Wide Planning process included the following activities:

- **Pop-Up Event:** the project team staffed an information table at the Portneuf Valley Environmental Fair in April of 2024 to encourage community members and stakeholders to learn about the AWP project and provide ideas for area revitalization.
- **Walking and Biking Tours:** the City and its consultants toured the area on foot and by bike.
- **Community-Wide Survey:** the City hosted an online survey to collect input on existing area conditions, needed improvements, and aspirations for revitalization. Over 275 responses were collected.
- **Working Group Sessions:** the AWP process included a formal project "Working Group" comprising City staff, area business/property owners, and community representatives; this group served as the core recommendation body for the AWP project. The Working Group provided guidance and feedback at project milestones such as visioning and draft recommendations review.

Additional engagement details are provided in the Appendix.





Engagement materials from the Pop-Up Event to promote the community survey (left) and collect initial feedback about the Focus Area's needs through a short written response (below).

Section 3.2: Community Priorities

Several themes emerged during early engagement about existing neighborhood conditions and desired enhancements participants want to see. These themes were endorsed as the AWP Community Priorities and are listed below. In addition to each priority, the associated Comprehensive Plan Vision Elements and goals that each priority meets are listed. An excerpt from the Comprehensive Plan is shown on the next page which includes all the Vision Elements and goals for context and reference.



1. **Safe and Comfortable Pedestrian and Bicycle Infrastructure**

   Comprehensive Plan:

   - *Connected, Safe, & Accessible: Goals 1, 2, 3, 4*
   - *Environmentally Resilient: Goal 5*



2. **Enhanced Community Appearance, both private properties and public realm**

   Comprehensive Plan:

   - *Environmentally Resilient: Goal 4*
   - *Authentic & Affordable Neighborhoods: Goal 6*
   - *Creative Community: Goal 1*



3. **Diversified Housing that meets the needs of everyone, especially students**

   Comprehensive Plan:

   - *Authentic & Affordable Neighborhoods: Goals 1, 2, 3, 4*



4. **Streets that feel safe at all hours, slow through-traffic, and may better function as public spaces.**

   Comprehensive Plan:

   - *Connected, Safe, & Accessible: Goals 2, 3, 4*
   - *Civic Collaboration: Goal 4*
   - *Creative Community: Goal 1, 2, 3, 5*



5. **Increased opportunities to recreate and gather as a community.**

   Comprehensive Plan:

   - *Outdoor Oriented: Goals 2, 3*
   - *Civic Collaboration: Goal 2, 4*
   - *Authentic & Affordable Neighborhoods: Goal 1, 2, 6*
   - *Creative Community: Goal 1, 2, 3, 5*

Vision Elements

The vision elements form an action-oriented, comprehensive vision for our city. Each vision element is linked to a set of goals and strategies to help ground and implement the vision. This page shows a summary of each vision element and their respective goals.

Outdoor Oriented



In 2040, Pocatello embraces its connection to nature, through the preservation of outdoor spaces and expanded recreational opportunities that are connected & accessible.

GOALS:

1. Develop and implement a comprehensive Parks and Recreation Plan.
2. Provide a variety of recreation programs, activities, and events to ensure that the quality and quantity of recreation opportunities is sufficient to facilitate recreation opportunities for all citizens.
3. Develop a continuous greenway system that connects to local neighborhood centers and outdoor amenities, while promoting a healthy community through recreation and active transportation.
4. Guide and plan for the protection, development, and acquisition of public access to the natural resource amenities within and surrounding the Portneuf River Valley.

Economically Robust



In 2040, Pocatello fosters a diverse and resilient economic base that leads in regional economics by strengthening the local economy.

GOALS:

1. Develop and implement a City-wide marketing strategy.
2. Create a business environment that has a diverse economic base.
3. Promote Downtown as the economic engine for the city.
4. Be a leader in regional economics.

Environmentally Resilient

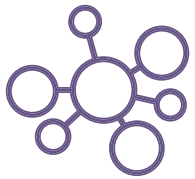


In 2040, Pocatello's residents embrace environmental resiliency resulting in increased community stewardship of the local and regional environment.

GOALS:

1. Protect and enhance the quality and quantity of ground and surface water resources in the Portneuf River Valley.
2. Conserve and enhance the natural resources within and surrounding the Portneuf River Valley.
3. Mitigate climate change at the local level by adopting a Climate Action Plan.
4. Cultivate compact development patterns and enhanced aesthetics that promote walkability, community health, reduced infrastructure, and energy costs.
5. Develop a transportation system that accommodates multi-modal choices to reduce dependence on fossil fuels.

Connected, Safe, & Accessible



In 2040, Pocatello embraces Complete Streets by contextually designing streets for all modes of transportation that provide safe access to live, work, and play.

GOALS:

1. Develop a mobility network that interconnects and distributes pedestrian, bicycle, and vehicle traffic to multiple streets and nodes of activity.
2. Provide a safe transportation system that serves all users.
3. Evaluate roadways, sidewalks, and paths by utilizing multiple variables such as safety, mobility, access for people and goods, system operation, and quality of life.
4. Maximize the public right-of-way to create great places.
5. Maintain and update existing infrastructure such as roads, sewer, water, and high-speed Internet.

Civic Collaboration



In 2040, community decisions are informed by those who live and work in Pocatello. The City works closely with neighborhoods, community organizations, and other government entities to enhance the health, safety, and welfare of the community.

GOALS:

1. Bolster local government accountability and transparency through the efficient use of public funds.
2. Empower the community to be involved and collaborative in City government.
3. Lead the advancement and promotion of local and regional collaboration.
4. Protect the health, safety, and welfare of the community by providing high quality services, infrastructure, and innovation.

Authentic & Affordable Neighborhoods



In 2040, Pocatello's neighborhoods are affordable, complete, unique, and reflective of our city's history.

GOALS:

1. Create Complete Neighborhoods by implementing development criteria informed by unique neighborhood plans.
2. Conduct intentional, equitable, and measurable neighborhood planning.
3. Create a Housing Plan that will provide guidance on housing needs for each neighborhood.
4. Assist those who are un-housed or otherwise in need to help prevent their involuntary displacement.
5. Develop form-based code standards to guide new development within each neighborhood.
6. Preserve the authenticity of Pocatello's neighborhoods and celebrate our history, architecture, and culture.

Creative Community



In 2040, Pocatello is a community that embraces its local creative talent through the inclusion of arts in public spaces and the integration of native vegetation into development, both public and private.

GOALS:

1. Promote a positive image of the city by creating an attractive, well-maintained public realm through enhanced streetscapes.
2. Embrace Pocatello as Eastern Idaho's cultural hub by implementing creative placemaking strategies to shape the physical and social character of Pocatello, centered around the arts and cultural activities.
3. Engage in the expansion of public facilities and programmed events that enhance the quality of life of our residents.
4. Support the vitality and creative spirit of Downtown Pocatello as the heart of activity and gathering.
5. Foster development within the City that considers and incorporates arts and cultural spaces, connected by green space and corridors.

Excerpt from the City's Comprehensive Plan with all Vision Elements and goals.

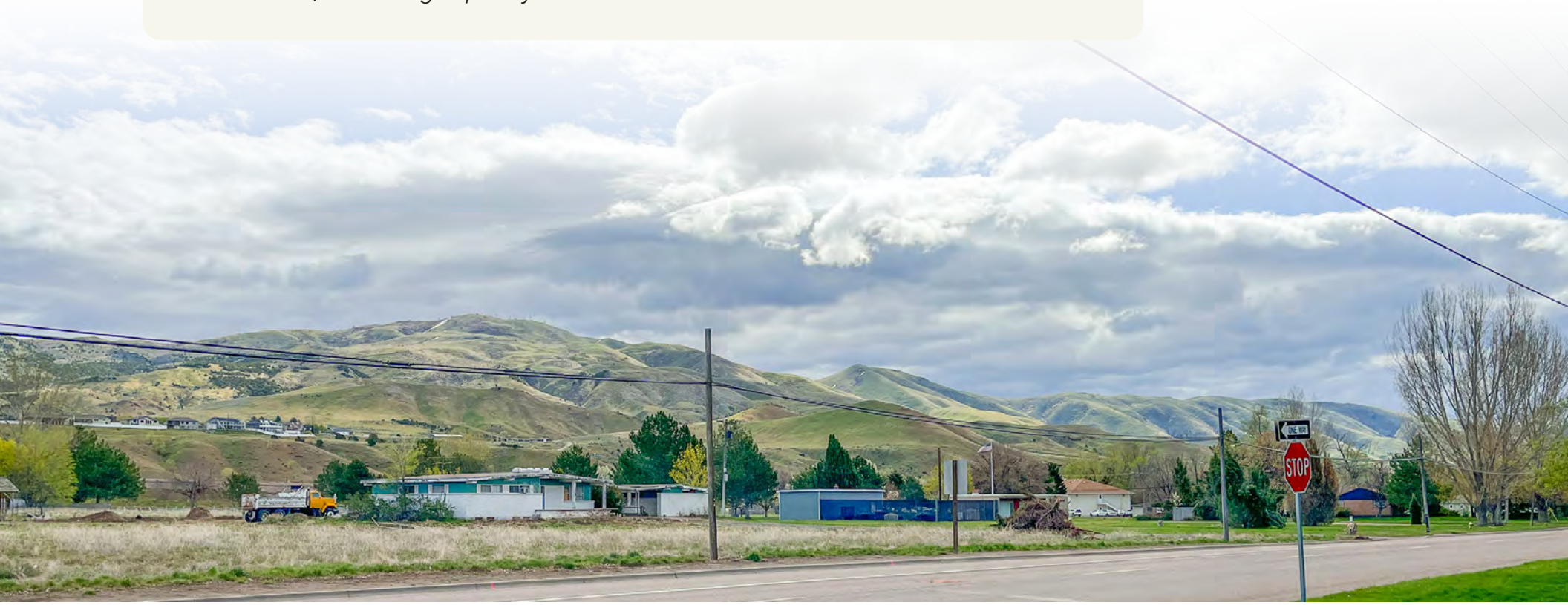


CHAPTER 4
Revitalization Plan

Section 4.1: Community Vision

Vision Statement

The Focus Area is a diverse, bustling neighborhood that seamlessly integrates with both the university campus and existing residential development. The neighborhood fosters a harmonious blend of academic, residential, and commercial spaces creating an inviting environment that supports growth, innovation, and a high quality of life for all residents.



Section 4.2: Revitalization Recommendations

The Plan proposes the following recommendations, categorized by A) Land Use; B) Mobility; C) Community Spaces; and D) Community Champions. These major concepts are grounded in the information presented in earlier chapters, which cover the community context, assets, and priorities. Implementing these recommendations will align the Focus Area with the community's vision. The following pages will detail each recommendation, including specific physical enhancements from the Framework Plan (shown on the next page) and the necessary policy and programmatic support.

Element 1: Revitalize Vacant and Underutilized Properties

Incrementally transform the Focus Area through infill and redevelopment opportunities - with a focus on residential development - while improving the pedestrian-friendliness of the neighborhood and addressing environmental concerns.

Recommendations:

A. Designate **Mixed Use Activity Centers** to prioritize (re)development that aligns with the Vision (L1 and L2).

B. Support **Infill Development** projects on underutilized portions of properties (L3 through L13).

C. Parking Strategies: Consider a parking district or structure for the Bengal Village Activity Center.

D. Connect property owners with financial and technical assistance for **Environmental Site Assessment and Remediation**.

Element 2: Expand Multimodal Mobility

Ensure safety and comfort for all residents and visitors, regardless of how they choose to move around the area, whether on foot, by bike, by bus, with assistance devices, or private vehicle.

Recommendations:

A. Designate a **Pedestrian Safety Zone** and associated implementable strategies to improve the safety and comfort of pedestrians along key areas and intersections within the 5th Avenue corridor (P1).

B. Introduce **Pedestrian-Controlled Intersections** at high-demand intersections of 4th and 5th Avenues.

C. Focus installation or redesign of **Bicycle and Trail Infrastructure** along key corridors, including 5th Avenue and 2nd Avenue, along with associated wayfinding signage for routes and destinations.

D. Promote transit use with **Bus Stop Enhancements** at key locations

E. Create or update **Citywide Mobility Guidance** for the greenway trail system plan and a citywide bicycle master plan.

Element 3: Enhance and Diversify Shared Community Spaces

Enhance the aesthetic appeal of the neighborhood through improvements to existing facilities and creation of new public spaces.

Recommendations:

A. Implement **Streetscape Enhancements** along Terry Street and 5th Avenue to create more attractive, functional, and safe street environments (B3).

B. Redesign Public Spaces, including two key neighborhood amenities – Bremmer Park and Brady Chapel – to invite a wider range of uses and users (D3 and D4).

C. Introduce **Privately Owned Public Open Spaces (POPOS) Opportunities** through two restaurant parking lots to serve as a unique public space as well as pedestrian passageway (D2).

D. Create or update **Policies and Programs** that enhance community aesthetics and foster a sense of pride among the neighborhood.

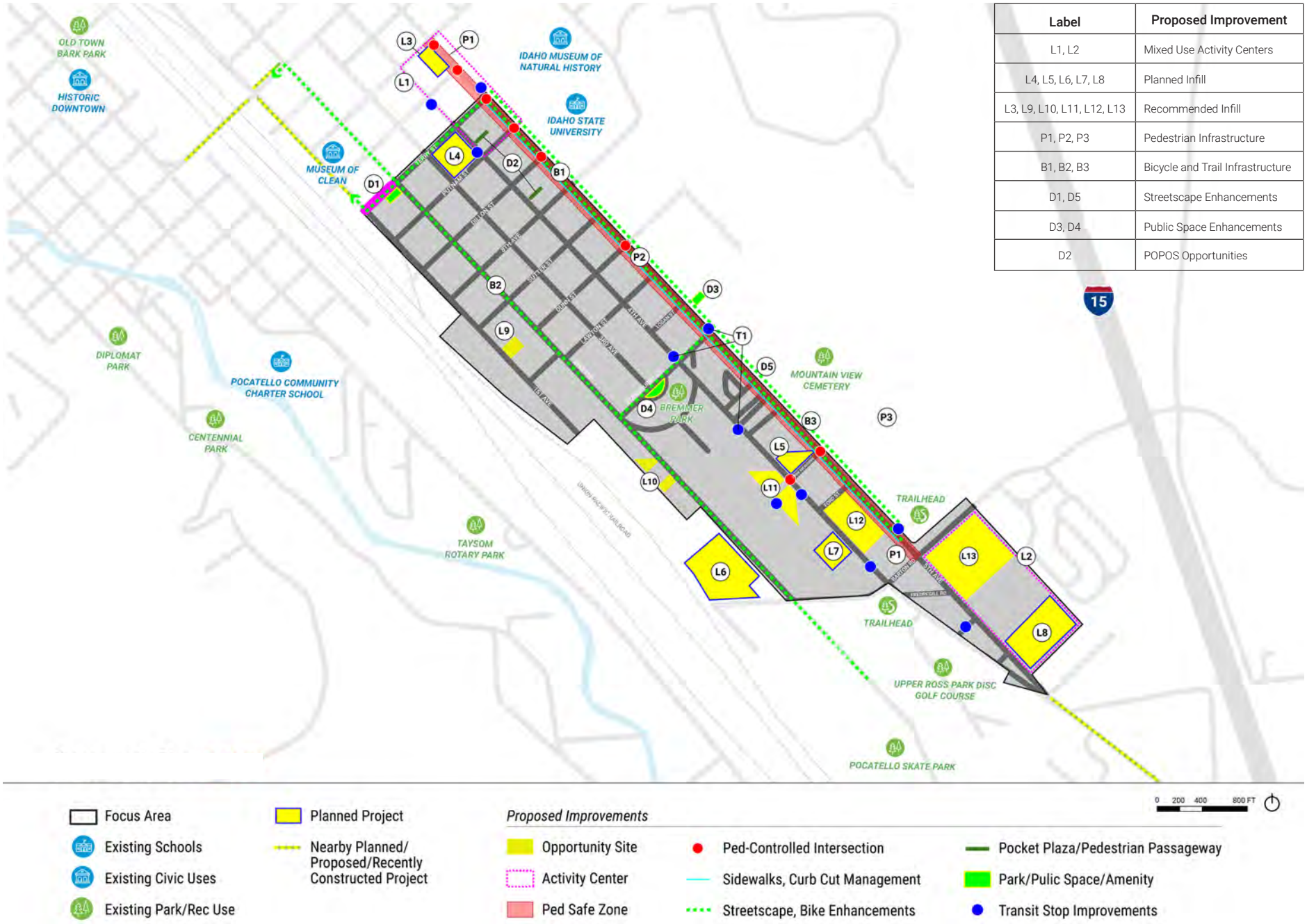
Element 4: Identify and Support Community Champions

Build the long-term community support needed to execute community improvements, provide ongoing programming and ensure that the neighborhood evolves with changing community needs and priorities.

Recommendations:

A. Reinvigorate the Neighborhood Association to take pride and ownership in the neighborhood's upkeep, aiding in defining or enhancing the neighborhood's identity, and assisting with programming and events.

B. Create an Improvement District to oversee community services, promotion and activation.



Label	Proposed Improvement
L1, L2	Mixed Use Activity Centers
L4, L5, L6, L7, L8	Planned Infill
L3, L9, L10, L11, L12, L13	Recommended Infill
P1, P2, P3	Pedestrian Infrastructure
B1, B2, B3	Bicycle and Trail Infrastructure
D1, D5	Streetscape Enhancements
D3, D4	Public Space Enhancements
D2	POPOS Opportunities

Framework Plan

Section 4.3: Element 1 - Revitalize Vacant and Underutilized Properties

A. Mixed Use Activity Center Designations

This concept recommends designating two mixed-use activity centers on either end of the Focus Area to be prioritized for new uses that align with the Vision. The City, in partnership with the community, should identify the desired land uses and development form for each site. The City should partner with property owners and real estate professionals to recruit potential developers or tenants to these nodes.

While each site has different existing land uses, they share similar (re) development opportunities for housing and commercial uses in proximity to one another that will invite more life into each space and the surrounding neighborhood.

Bengal Village District (L3) – Encompassing three blocks between Carter Street and Putnam Street between 4th and 5th Avenue, this area represents the bridge between the ISU campus and the adjacent neighborhood. After several years of being in various states of disrepair, ISU's West Campus housing building that sat along 5th Avenue between Lovejoy and Carter Streets was demolished in 2024. The property currently sits vacant, and although a number of ideas have been considered, there is no specific plan being moved forward at this time.



Redevelopment opportunities appropriate for this area include adding new horizontal mixed uses that primarily serve the northwestern part of the Focus Area and student population (such as university or student-oriented uses), which will spur the integration of students into the adjacent neighborhood. Vertical mixed use could also be considered where feasible. Structured parking is preferred, but public/shared parking could also be provided as part of a parking district.

It is also strongly encouraged that new development in this location include publicly-accessible space, whether indoor, outdoor or both. This space should be designed to be robustly public in a way that non-residents and non-students feel comfortable and welcome to use it; for more information refer to the 'POPOS Opportunities' (privately owned public open space) section under 'Element 3' of this chapter.



The recommended Bengal Village District area (left); an Example of vertical mixed use at a scale that would fit well within the Bengal Village District and into the existing fabric of the neighborhood (above). Source: Google Earth, Adobe Stock

Whittier Village Mixed Use Activity Center (L8 and L13) – This approximately 16-acre area at the southern part of the Focus Area between Barton Road and Restlawn Drive includes several parcels under separate ownership, and property aggregation may be needed in order to pursue the Activity Center concept. Together, the area has several smaller buildings spread out across the larger site, a large parking lot, and a significant amount of unused paved area. There are also two large opportunity sites within this area. The site as a whole is ripe for redevelopment.

Redevelopment should focus on uses for the local community, such as a grocery store, gym/fitness studio, and other retail and services that meet daily needs. The site also presents an opportunity to provide upper-floor residential, potentially including larger-unit apartments calibrated to families and non-student living. Since this site abuts non-residential uses on 3 sides, higher density and vertical mixed use should be favored, with a step down in density and height on the northern boundary where the property borders an existing manufactured home community. Horizontal mixed use could also be considered with appropriate density and mix of uses. If the site ownership is not consolidated but instead developed in a coordinated fashion of separate parcels, shared parking should be encouraged to allow optimal land use and higher densities.



The recommended Whittier Village Mixed Use Activity Center (above); example of horizontal mixed use at a scale and height that would fit well within the context of this site (below). Source Google Earth.



B. Infill Development

This idea promotes infill projects on underutilized portions of properties, such as ADUs on existing residential properties and redevelopment of oversized surface parking lots, vacant areas along street frontages and vacant properties. The City should create and initiate a developer recruitment program to promote infill projects. Recruitment should be complemented with incentive programs such as low interest loans, grants, and regulatory flexibility to make infill projects feasible.

Planned Infill

- Student Housing (L4) – Alternate types of student housing that do not yet exist should be considered. The development should also include a non-paid 'third place' that is designed to be publicly accessible and welcoming to the broader public.
- Senior Housing (Park Meadows Expansion) (L5) – planned senior housing
- South 2nd Avenue between Bengal View Dr and Fredregill Rd (L6) – planned multi-family residential.
- 400-Block S 4th Avenue (L7) – planned multi-family residential.
- 2806 S 5th Avenue (L8) – planned multi-family residential.

Recommended Infill

- L3 - Bengal Village ISU Mixed Use. Vertical mixed use with residential should strongly be considered.
- L9 and L10 – Nestled between existing single-family homes, these sites are good opportunities to add gentle density in the neighborhood through 'missing middle' housing. Missing middle includes low- to medium-density multifamily options such as duplexes, triplexes, town homes and small home clusters around a courtyard.
- L11 – Separated by Park Meadows Dr., abutting existing apartments on two sides and adjacent to bus stops, these sites would be ideal for additional multi-family development.
- L12 – Existing development on these two parcels consists of commercial auction use with outdoor storage. The proximity of this site to the high-visibility 4th and 5th Avenue corridors, bus stops, trail heads, and more, makes it another great candidate for mixed-use, multi-family residential.
- L13 – The existing fitness/gym-type use on the south/west part of the property along 5th Avenue aligns with the mixed-use activity center for this property (see L8 and L13) and could remain, either in the existing building or as a tenant in a higher-density mixed use development. If the existing building remain, the back half of the property could be redeveloped as multi-family residential to complement the planned project just east of here.



Infill development sites in yellow.





Examples of small, affordable missing middle housing, in the form of duplex and multiplex cottage courts (left, top and bottom). Source: Google Earth.

Temporary / Interim Uses. The City should identify and work with property owners and private partners to promote temporary, public-facing uses on vacant parcels until a permanent use/development is established on those properties. Examples could include food truck courts, public art installations, event spaces, and pop-up markets.









Examples of temporary/interim uses, including a pop-up skate park, art installation, mobile food vendors (above).

C. Parking Strategies

Parking requires a careful balance – too much parking can reduce the amount of land available for development, while too little parking – or parking in the wrong place - can negatively impact local shops and businesses. A smart, context-sensitive approach to parking can be an effective tool to promote Focus Area evolution.

Parking District. A parking district could benefit the proposed Bengal Village Activity Center near campus. The district could take the form of a centrally located shared surface parking lot or a shared parking structure intended for use by patrons of all businesses within the district; either a lot or a structure would remove the need for each business to provide its own on-site parking and potentially reduce the overall number of spaces needed. Acknowledging the significant investment a structure would require, a new garage could be part of a mixed-use development, and access control could reserve certain floors or spaces specifically for residentially uses within the development, with other spaces open for general commercial/retail patrons.

Additional research is warranted to discover if a district approach could be successful in this area, either now or as the area redevelops and densifies. The benefits of a parking district/structure include managing parking demand and freeing additional property for development, reducing congestion, creating revenue for local improvements, encouraging alternative transportation methods, and enhancing the local environment.

Remove Off-Street Parking Requirements for ADUs. Eliminating off-street parking requirements for accessory dwelling units (ADUs) can significantly boost their construction. By removing these mandates, homeowners face fewer regulatory hurdles and reduced construction costs, making it easier to add ADUs to their properties. This change can encourage the development of more affordable housing options, increase urban density, and make better use of existing land. Additionally, it supports sustainable urban planning by reducing reliance on cars, promoting public transportation, and fostering walkable communities. Overall, this policy shift can help address housing shortages and create more vibrant, inclusive neighborhoods.

Electric Vehicle Charging Stations. Electric vehicles are becoming increasingly common and there will be growing demand for reliable charging stations to service both residents and visitors. Existing on-street parking along major corridors should incorporate new electric vehicle charging infrastructure alongside the stalls. Redevelopment projects should also consider including EV charging in their off-street parking count, as another potential way to attract patrons to the corridor. This may require coordination with ITD when considering infrastructure along the 4th and 5th Avenue corridors.



Parking structure lined with retail buildings. Source: Google Earth



Curbside electric vehicle charging station.

D. Environmental Site Assessment and Remediation

Given their past land uses, building ages, and urban context, many of the opportunity sites are likely or potential brownfields. Brownfield sites have the possibility of containing hazardous substances, pollutants, and/or building materials that threaten human health and the environment. Property redevelopment/reuse may necessitate Environmental Site Assessments (ESAs) and/or Regulated Building Materials (RBM) Surveys to identify potential environmental liabilities that may exist and associate cleanup/abatement requirements. See Chapter 3 for more detail on these studies and outcomes.

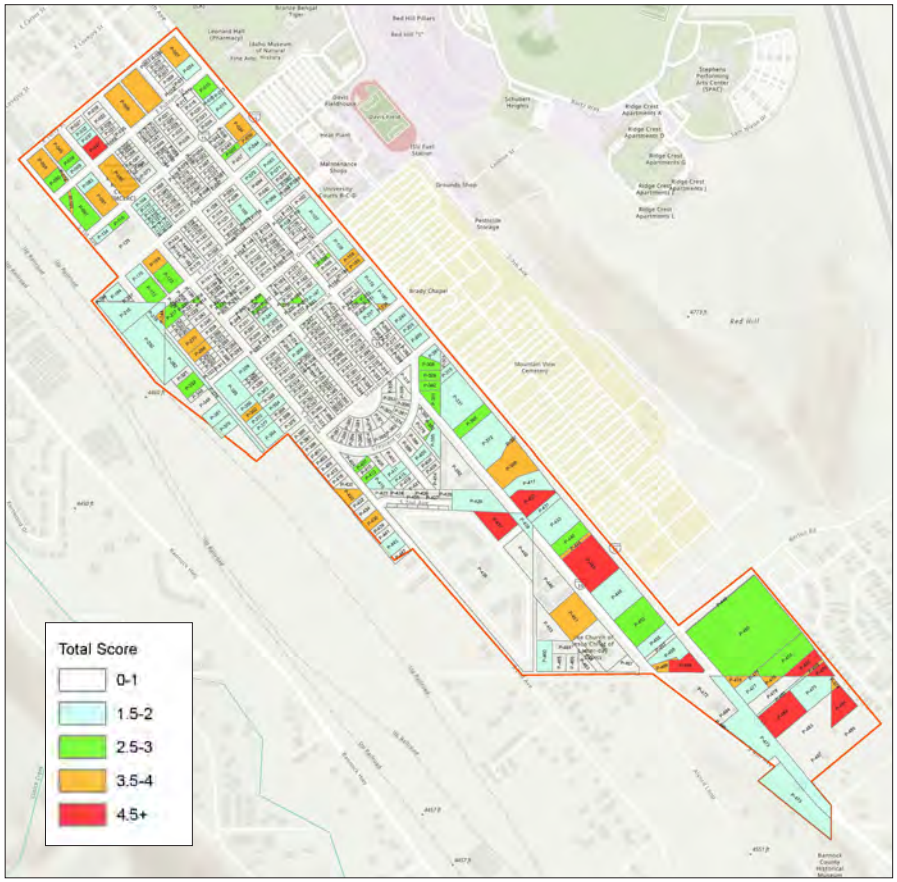
The City should collaborate with property owner to identify financial assistance via grant and loan funding for environmental studies and, potentially, cleanup/abatement activities that address site contaminants, pollutants, and/or hazardous building materials.

Environmental Assessments. Technical evaluations are particularly important when building demolition and soil disturbance are required. These studies can be costly to property owners and potential investors and are often a prerequisite for land sales and lending/financing practices. The City should establish programs that provide financial and/or technical assistance for environmental studies, either internally or by connecting owners with resources for same; opportunities might include grant funding from the State of Idaho and the EPA.



This commercial lot between 4th and 5th Avenues scored high on the property inventory as a likely brownfield..

Incentives. Several of the properties in and around the Focus Area may require substantial investment to improve site conditions, enhance buildings for new tenants, or to address years of deferred maintenance. Small investors may be challenged to obtain funds or financing to complete the site improvements needed to put these properties back into productive use. There is opportunity for the City to provide incentives to make projects cost feasible. Incentives may include, but not be limited to, low-interest loans, grants, and other financial support for façade and site enhancements.



Property inventory of brownfields within the Focus Area. Parcels that score higher have a higher likelihood of being brownfields.

Section 4.4: Element 2 - Expand Multimodal Mobility

Walking, biking and transit are all important ways of traveling to, through and around the Focus Area and the City at large. The following improvements focus on completing and enhancing existing pedestrian, bicycle and transit networks, and promoting expanded transportation choice for residents and visitors alike.

A. Pedestrian Infrastructure

Pedestrian-Safety Zone (P1). Pedestrian safety zones use a suite of roadway enhancements to increase both safety and comfort of those who choose to move through the area on foot. The segment of 5th Avenue between Carter St and 8th Avenue is an area of exceptionally high crossings between the ISU campus and the housing and businesses on the other side of the street, and could benefit from treatment as a pedestrian safety zone. Potential improvements in this area could include but not be limited to: intersection bump-outs, 3-sided crosswalks (many are currently 2-sided), raised crosswalks or raised intersections (further study needed due to impacts to drainage and/or plowing), narrowed travel lanes, colored crosswalks or intersections. The City should coordinate with ITD to select the most impactful and feasible enhancements throughout this area.

Pedestrian-Controlled Intersections. High Intensity Activated Crosswalks (HAWK) are pedestrian-activated crossings that improve pedestrian visibility and safety without the installation of full intersection signalization. Park Meadows Drive is a high-desire crossing location at both 4th and 5th Avenues; both locations should be strongly considered for HAWK or other similar crossing enhancements. The volume of pedestrian and cyclist crossings, currently related to the concentration of students living in housing at Bengal Creek Apartments and using 5th Avenue as a direct connection to ISU, is likely to increase with the new multi-family development planned immediately south of Bengal Creek, as well as with the recommended enhancement of the cemetery-fronting sidewalk as a multiuse path (see page 41). In addition, the presence and expansion of senior apartments at 5th Avenue/Park Meadows Drive represents a clustering of more vulnerable users, underlining the need for a more robust crossing.

HAWK Signals

What is it? Named using an abbreviation for High intensity Activated crossWalK, a HAWK signal is a pedestrian-activated signal used to improve safety at crosswalks on high-traffic roadways.

How does it work? The HAWK signal uses a set of steady or flashing lights to warn vehicle traffic when a pedestrian wants to enter a crosswalk.

Because they are pedestrian controlled and only light up when activated, they help maintain the flow of regular traffic on the roadway.

Is it effective? According to the Federal Highway Administration, HAWK signals reduce pedestrian collisions at crosswalks by up to 69%, and overall roadway collisions by up to 29%.



High Intensity Activated Crosswalk (HAWK) signals are a type of pedestrian activated crossing. Source: Indiana University

Access Control. Consolidate and Resize Curb Cuts. Driveways are a significant source of potential conflict between pedestrians, cyclists and motor vehicles. Curb conditions vary widely along west side of 5th Avenue within the Focus Area, and many properties have multiple driveways, excessively wide driveways, or both. As the corridor redevelops, driveways should be restricted in both width and number, to reduce potential conflict points and enhance pedestrian safety.

Standardized Sidewalk. Sidewalks must be both continuous and comfortable, and conditions within the Focus Area vary widely. In many locations, sidewalk is completely absent; elsewhere, conditions vary block by block between attached and detached sidewalk of varying width. Detached sidewalks sometimes feature street trees. The City's first priority should be closing sidewalk gaps along priority corridors and between well-used destinations such as businesses and parks.

The west side of 5th Avenue in particular should be a priority, and parcels should be required to install a standard sidewalk cross-section, defined by the City, when the property redevelops. Street trees should be encouraged, either in an amenity zone or behind the sidewalk, in order to provide shade and increase comfort during summer months.

Elsewhere and on residential properties, the City should prepare a capital improvement plan to install sidewalks incrementally, potentially as an add-on when streets come up for scheduled resurfacing. A special assessment to properties, based on lineal foot of street frontage, may also be an option, although often a last resort due to the financial burden on property owners. For residential properties, low-cost subsidized street tree programs could also be considered.



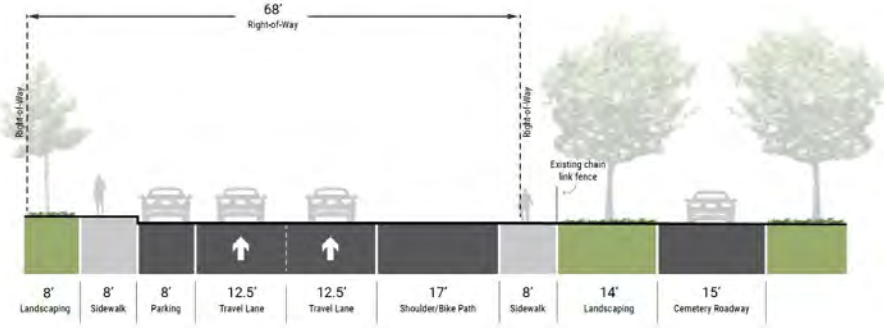
Major sidewalk gap on the southwest side of 5th Avenue along William Walker Monument Co. Source: Google Earth.

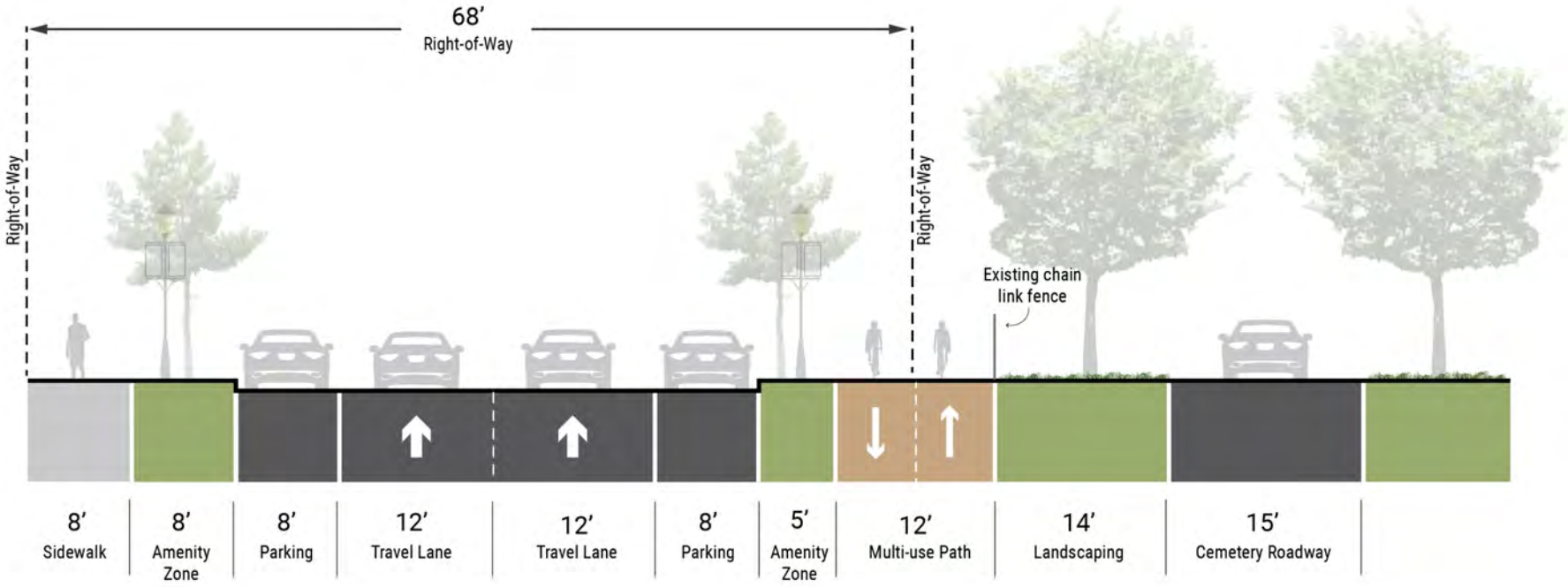
B. Bicycle and Trail Infrastructure

The Focus Area benefits from existing multimodal infrastructure, including north-south bike lanes on 5th and 4th Avenues, east-west connection on Terry Street, and nearby bicycle connections to an on the Benton St bridge. Bicycle recommendations look to expand existing infrastructure with additional high-comfort, low-stress options as well as an updated plan on integrated local mobility with the larger community.

Multimodal Path along Cemetery. The Focus Area has the opportunity to capitalize on existing 'low-hanging fruit' by expanding the existing sidewalk along the Mountain View Cemetery into an enhanced multimodal path. The path will extend the full length of the cemetery, from Dunn St to Barton Rd. This new path will provide enhanced near-term connectivity for both cyclists and pedestrian to the southern portion of the neighborhood, and allows flexibility to improve pedestrian connections on the west side of 5th Avenue incrementally as parcels on that side redevelop.

The design generally calls for defined on-street parking, a new curb, a 5-foot amenity zone, and 12-foot multimodal path; cross-section will may vary along the length of the roadway based on available right-of-way but should strive for a minimum 5' amenity zone to allow for street trees and a minimum 10' pathway.





Existing 5th Avenue cross-section (top); proposed 5th Avenue cross-section includes enhanced streetscape, defined parking areas and a multi-use path (bottom).

Curbside Bike Lane. To provide both an easier transition to the new multimodal cemetery path and enhanced bicyclist safety, the existing on-street bicycle path between Dunn and Carter Streets should be relocated curbside. Placing cyclists along the curb and using parked cars to protect them from moving traffic is now considered a best practice for bicycle infrastructure. The final pieces of 5th Avenue bicycle design will be designing a transition and additional infrastructure from Carter St into the rest of the City (see text regarding a Citywide Bicycle Plan, in the next section).

2nd Avenue Bike Lanes. For less confident cyclists and those looking for a lower-stress route, new bike lanes along 2nd Avenue can provide an alternative to the higher-volume 4th and 5th Avenue lanes. This new route align with recommendations from the Terry First plan, and link the community to the Benton St bridge to the north and Upper Ross Park to the south.

Bike Parking. Future streetscape enhancement projects should include bike parking as part of the behind-the-curb design. In addition, encouraging new development or renovations to include secure, interior bike parking for employees can promote a more bike-friendly environment for staff.

Associated Wayfinding Signage. Although the neighborhood has some existing wayfinding signage, particularly at the cemetery and some apartment buildings, current signs are not consistent in design or clear in providing direction. Clear standards for bike/pedestrian signage – including font, color, size, theming, placement, and content – should be included in the citywide bicycle plan described in the next section.



Examples of bicycle infrastructure: covered bike parking; indoor bike parking; wayfinding signage; curbside bike lane; differentiated multi-use path. lane protected by bollards.

C. Streetscape Enhancements

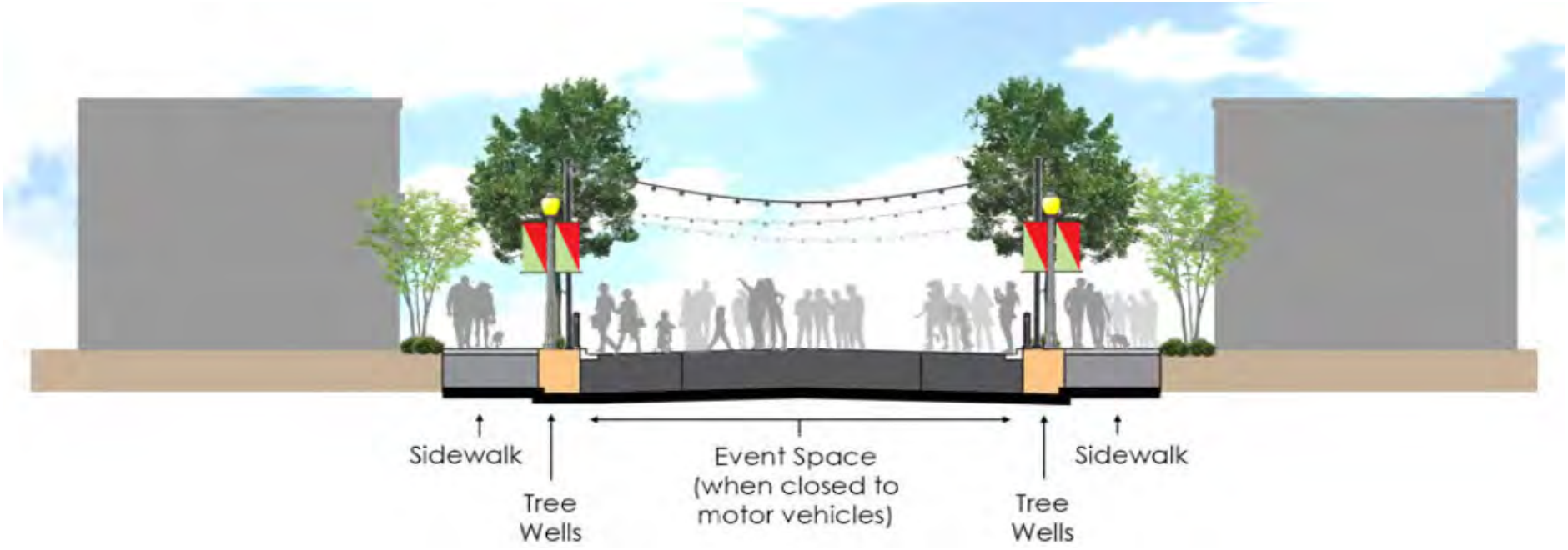
Terry Street. Terry Street is an important spine and connection from the college campus and was the focus of the recent Terry First project well-received by the community, which recommended several short-term and long-term improvements to create a safer and livelier street. In addition to the recommendations in that plan, this AWP proposes the following additional enhancements to the Terry Street corridor:

- Festival Block (FP D1) –a festival block along Terry Street between 1st and 2nd Avenue will serve as a community gathering space that is temporarily closed to vehicles during events. Recommended enhancements include decorative paving, landscaping, art, and ambient lighting to the streetscape to enhance the public realm.
- Terry St and 2nd Avenue Plaza – a half-acre vacant lot currently sits at the south corner of Terry Street and 2nd Avenue. This space can be transformed to a small pocket plaza or park that can be utilized in conjunction with the festival block during events; it is suggested that the space provide a central plaza area to maximize flexibility, as well as seating, shade and some level of plantings. Design should be carried out through a community process.





Potential location for a community plaza adjacent to Terry Street (left); potential plaza elements could include flexible paved space, casual seating/planters, and cafe lights (below); 'festival street' section from Terry First Plan (bottom).



5th Avenue. This corridor acts as both a neighborhood and City gateway as drivers enter Pocatello from I-15 and therefore should create a welcoming atmosphere, and an improved streetscape will establish a neighborhood or citywide sense of identity and pride.

A streetscape should provide a consistent identity and theme along the entire length of the study area, and should integrate with ISU theming elements already in place, such as roadway and intersection decals. Along the cemetery/ISU edge, enhancements should include regular street trees and pedestrian lighting; enhanced landscape, public art, street furniture, and seasonally varied elements such as light pole banners and pots or planters are also potential inclusions. The western side of the roadway will take longer to realize, given the varied development conditions along that edge; the City should create a standard sidewalk cross-section, which could potentially include an amenity zone based on right-of-way, that will be required as part of all new development and redevelopment. All 5th Avenue enhancements should be coordinated with ITD.



Examples of streetscape elements: detached sidewalk with planted amenity zone and street trees (left); district signage, decorative lighting and neighborhood banners (top row); art on utility boxes; interpretive signage, art, 'tactical urbansim' art that the city allows to remain (bottom).

D. Transit Infrastructure

Comfort and safety are critical considerations in how people choose to travel. The Focus Area is served by the C, H and D routes, with stops along 4th and 5th Avenues, with a spur to Bengal Creek Apartments. Recommended bus stop enhancements include signage, lighting, seating and shelters; these enhancements can be deployed in a phased approach that prioritizes most used stops first. Enhancements to 5th Avenue stops should be coordinated with streetscape enhancements also recommended in this document. There may also be potential for local organizations to partner and sponsor stops, either for capital investment or for long-term maintenance.



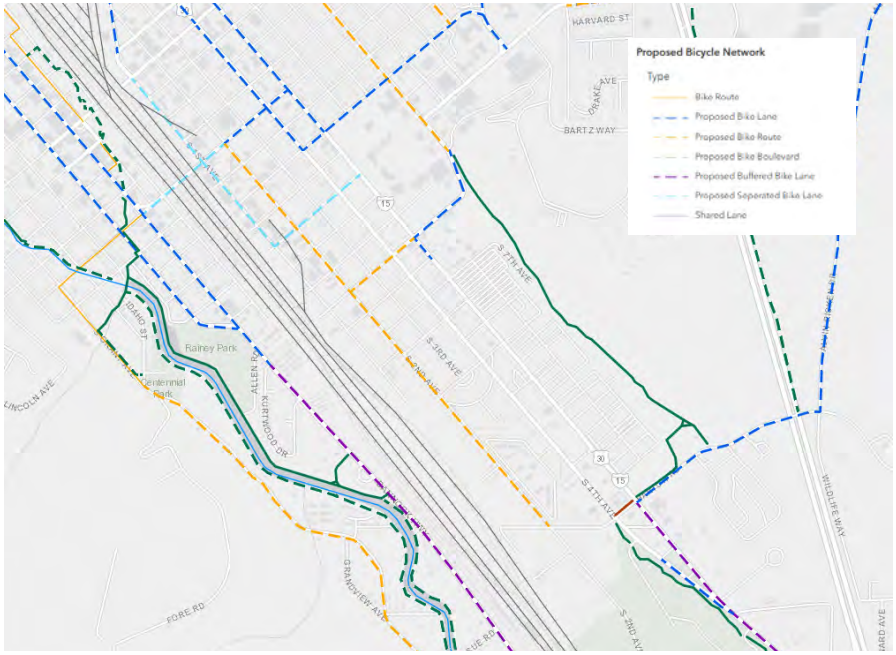


Existing bus stop at 4th Avenue and Lovejoy Street (top); example of a highly amenitized bus stop, including shelter, seating, trash and recycling receptacles, transit stop marker/sign with schedule, bike racks, raised curb, and specialized paving. Enhanced stops could include any combination of these elements, depending on location, available space and ridership (bottom). Source: Google Earth

E. Citywide Mobility Guidance

Citywide mobility plans are essential for creating efficient, inclusive, and sustainable transportation systems. By integrating various modes of transport, these plans ensure seamless connectivity and accessibility for all residents. They help reduce traffic congestion, lower emissions, and promote healthier lifestyles by encouraging active transportation. Additionally, mobility plans support revitalization and economic growth by improving access to jobs, education, and services.

Citywide Bicycle Plan. Bannock Transportation Planning Organization (BTPO) Bicycle and Pedestrian Master Plan was updated in 2019 and includes the City of Pocatello. This plan provides strategic direction for active transportation at the regional level, but does not provide the detail at the city, neighborhood and street level. The City should create its own bicycle network plan to define the detail needed to link the City's neighborhoods together into a comprehensive system, making sure to coordinate with the regional connections defined in the BTPO plan. This effort should include PRT as a planning partner, to ensure that existing and future bike routes provide appropriate connection to, but do not conflict with physical facilities for, existing and future bus routes.



Portneuf Greenway Trail System Plan. This City master plan was released in 2009 and is due for an update, including signage and wayfinding. The update should be coordinated with the recommended citywide bicycle master plan and with the BTPO regional plan.



Examples of potential bicycle and trail amenities could include a tool station and bike counter (top); a signage 'family' should be calibrated for location and user.

Proposed bicycle network for the Focus Area based on the Bannock Transportation Planning Organization Bicycle and Pedestrian Master Plan (left).

Section 4.5: Element 3 - Enhance and Diversify Shared Community Spaces

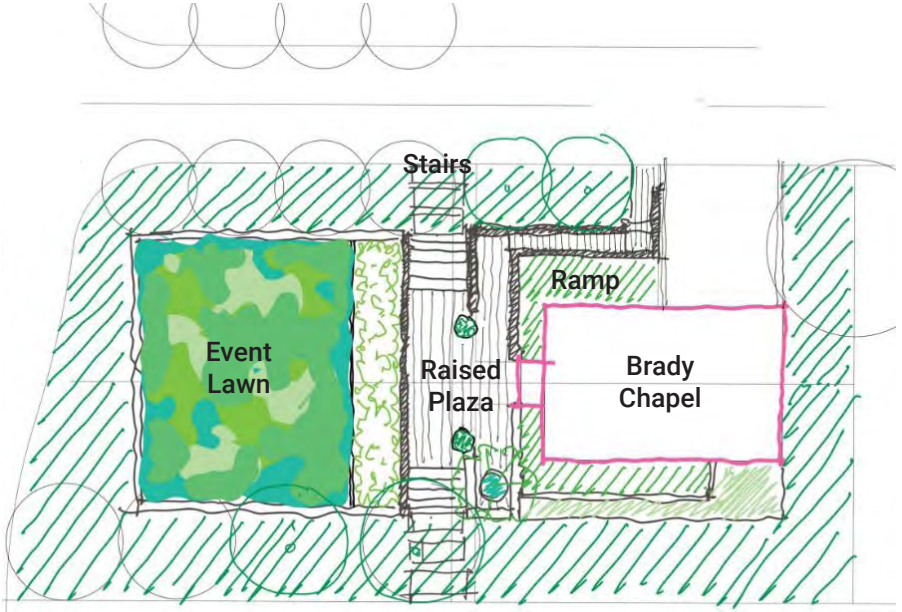
A. Redesign Public Spaces

Brady Chapel Enhancements. Brady Chapel is a City-owned space within Mountain View Cemetery, surrounded by beautiful mature trees and picturesque views and moments. The chapel has a single non-accessible entrance, and the City has identified a need for ADA-compliant retrofit. A raised entry plaza allows the addition of ramps in a style that preserves the historic character of the building while inviting new visitors and users into the space and building. The plaza is paired with a lower level lawn or plaza extension that can provide spill-out event space to expand the options for chapel use. Adding outdoor space offers the opportunity to create a funding stream to support the upkeep of the chapel and grounds. Three options for redesign are presented on the right.



Conceptual Brady Chapel Redesign

- *Maintain access (with stairs) at plan north and south*
- *Create plaza plinth, extending front face of chapel towards 5th Avenue - no access to lower lawn area*
- *Frame patio plinth with symmetrical response in garden walls, trees, and small planter pots*



Brady Chapel (left); sample concept for Brady Chapel enhancements (above).

Bremmer Park Redesign. Bremmer Park is one of the few parks situated within the residential part of the neighborhood. It currently features a bench, a picnic table, a swing set, and a very small play structure, as well as several beautiful mature trees along Stansbury Street. Proposed improvements here include redesigning the park to appeal to a wider group of users, specifically so that different types of users may use the space simultaneously. The illustration below shows a high-level concept of how the space could be redesigned to serve both passive, contemplative uses while retaining a naturalized play area. Park redesign should follow a formal City process inviting the local neighbors and potential users of the park to input on park elements and uses.















Examples of naturalistic play structures and elements that could be added to Bremmer Park that appeal to a wide age range (above).

Existing Bremmer Park and sample concept for redesign (left); actual design should be determined via a community-led process.

B. POPOS Opportunities

POPOS are privately owned public open spaces that, under the direction of a City's zoning ordinance, are formally (legally) open to the public. These spaces may be an integrated part of a new development, and may be simply an agreement that required open space within a development is open to the public. In this case, it is important that the space be specifically designed to look and feel like public open space. They may also be a park or plaza are that is constructed on private property, such as an unused portion of a parcel, that is maintained by an entity other than the property owner, such as a neighborhood association, a business improvement district or the City itself.

This concept requires cooperation and coordination with private property owners. New development on parcels x, y, z (the ISU parking lot, Bengal place, and Whittier Village – please look up the parcels) are examples of the first situation, locations where courtyards or other spaces associated with the development could be designed to welcome and include the public.

There are also two additional opportunities in the Focus Area for the second type of POPOS, opportunities for a pocket plaza-type space or pedestrian passageways that would greatly enhance the pedestrian experience and add a uniqueness to the neighborhood. Both Pizza Hut and Taco Bell have parking areas south of their buildings between the alley and 4th Avenue that provide circulation and overflow parking. While the vehicular pass-through is well-used, the parking is minimally used. The area currently dedicated to parking could be redesigned for passive public use, including seating and planters, and should include a visual and physical barrier between the park/plaza area and the retained vehicular circulation. Another alternative would be to create a small community garden with raised planter beds, or a small art park. Acknowledging the City's Parks & Recreation Department is at capacity for maintenance, partners should be sought for the construction and upkeep of these spaces; potential partners could include public or private entities such as a business improvement district, the university extension master gardener program, or even a community-based horticultural or arts group or organization.





Existing driveway from 4th Avenue to Pizza Hut (left), and example of simple changes to improve the pedestrian experience while still allowing vehicles to pass through, including removal of parking, the addition of street lights, and installation of brick pavement (right). Additional elements could include raised planters for community gardening, seating, or other community-sponsored/maintained items.

C. Policies and Programs

Updating or creating policies and programs as it relates to community amenities and environment can enhance the aesthetics and foster a sense of pride among residents. The City should re-evaluate and update or introduce policy standards and requirements as needed regarding the elements listed below. In some cases, appropriate policy may exist but more robust enforcement is needed.

- **Screening Requirements.** A number of properties within the Focus Area have insufficient screening of outdoor storage areas, notably along high-visibility and priority corridors such as 5th Avenue and Terry Street. The City should evaluate current requirements regarding location and screening of outdoor storage, and update zoning and/or increase enforcement as appropriate.
- **Third Spaces.** Third spaces are locations outside of the home or workplace where people gather to socialize and interact. These spaces may be 'paid' where patrons are expected to make a purchase to occupy the space, such as a café, or unpaid, such as parks or libraries. In a context like the Focus Area, with (1) few parks or civic spaces, (2) cold winters and (3) a high student population, free indoor spaces offer an important amenity for the community – students and working residents alike – to interact with each other. Mixed-use and multi-family residential development offer the best opportunity to introduce/increase the number and type of these spaces, and the City should collaborate with developers to explore the potential for including these types of spaces in new developments.
- **Waterwise Landscape**. Attractive landscaping can not only increase the aesthetic appeal and sense of pride in a community, but can also promote community sustainability related to water conservation, ambient temperature and even air quality. 'Garden in a Box' programs typically provide professionally designed templates showing xeric, 'plant-by-number' designs along with plant materials and plant care guides. Programs of this type may be sponsored by the City itself, by an agency such as a water department with an interest in low-water plantings, or by another community-based organization. The programs often offer a variety of kits that cover areas of different size and sun exposure, often for both front yards and for amenity zones.



Non-paid third places can include civic spaces like libraries or 'community rooms' of multifamily buildings that are open to the public via development agreements (top); example of screening combining fencing and planting; height depends on what needs screened (left); example of low-water landscaping (right).

Section 4.6: Element 4 - Identify and Support Community Champions

A. Reinvigorate the Neighborhood Association

The Mountain View Neighborhood Association (formerly Whittier, now MVNA) covers the Focus Area, but has been largely inactive in recent years, with open seats for both Vice President and Secretary-Treasurer at the time of this writing. Registered Neighborhood Associations (RNOs) can play an important role in community advocacy, activation and evolution; in Pocatello, RNOs are eligible for funding from the City as well.

The City should work with the MVNA to recruit new members and establish a 5-year plan of activities. Potential tasks for a BID or Neighborhood Association have been noted throughout this chapter, and the newly revitalized group should identify their responsibilities and goals for each task they choose to take on.

A recommended first task for the MVNA is defining community boundary and identity, two elements which may have evolved since the organization was established. Both of these elements may inform other projects recommended in this plan, such as streetscape and banners, and business recruitment.

B. Create an Improvement District

Another locally based group that can play an important role in promoting community vitality and guiding neighborhood evolution is an improvement district. These organizations can take many forms, and the City should work with local stakeholders to determine the most appropriate type based on goals, expected role and local laws.

Some examples include Business Improvement Districts (BID), Local Improvement District (LID), and General Improvement Districts (GID). Difference can include how the organization is enabled (legally) and run – whether public or private – and the scope and nature of their responsibilities. Some districts may oversee primarily services - such as security, sanitation, marketing - while others may focus on capital improvements. Their benefits may be limited to a defined area, or may participate improvements (such as roadways) that benefit the community inside and outside of their formal boundaries. Districts may be permanent or may dissolve at the completion of the defined task(s) for which they were created. Most often, these types of districts are funded by an assessment on commercial properties or businesses.

Within the Focus Area, an improvement district could have significant role in programming events, promoting the district and in attracting new development. Ideally, reactivation of the Neighborhood Association and the formation of an improvement district should happen concurrently, so that the organizations can collaborate on defining each group's roles and tasks.



Programming community events - festival, movies in the park, sporting events - is one of the roles a Neighborhood Association and/or Improvement District can fill.

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CHAPTER 5
Implementation and Action Plan

Section 5.1: Action Plan Matrix

The City of Pocatello and its partners need an action plan to advance the community's vision, reuse property, and improve quality of life in the Focus Area. Over the next decade, a strategy-based matrix will prioritize actions, identifying community goals, timelines, leadership roles, and resources. It will also guide the City's work plan and budget to implement the recommendations in this Plan.

	Action	Community Priorities					Phasing		Lead and Partners	Resources
		Bike/Ped Safety	Community Aesthetics	Housing Variety	Safe Streets	Community Gathering	Near Term (0-5 years)	Long Term (5+ years)		
Element 1: Revitalize Vacant and Underutilized Properties										
Physical Enhancements										
L1	Create a 'Bengal Village' mixed-use activity center			X		X	X	X	Planning & Development	Staff resources
L2	Create a 'Whittier Village' mixed-use activity center			X		X	X	X	Planning & Development	Staff resources
L3	Opportunity Site (planned): Bengal Place ISU student life /res			X		X	X		Planning & Development	Staff resources
L4	Opportunity Site (planned): Student Housing (ISU)			X		X	X		Planning & Development	Staff resources
L5	Opportunity Site (planned): Senior Housing (Park Meadows Expansion)			X			X		Planning & Development	Staff resources
L6	Opportunity Site (planned): Apartments			X			X		Planning & Development	Staff resources
L7	Opportunity Site (planned): Apartments			X			X		Planning & Development	Staff resources
L8	Opportunity Site (planned): Student Housing			X			X		Planning & Development	Staff resources
L9	Opportunity site: Res SF - duplex mm (100% bf, also law office next door)			X			X	X	Planning & Development	Staff resources
L10	Opportunity site: Res SF - duplex mm (100% bf)			X			X	X	Planning & Development	Staff resources
L11	Opportunity site: Res missing middle with small park (50% is bf)			X		X	X	X	Planning & Development	Staff resources
L12	Opportunity site: Res MU/Ret MU (prime time auctions – 50% is bf)			X			X	X	Planning & Development	Staff resources
L13	Opportunity site: Res MU/Ret MU			X			X	X	Planning & Development	Staff resources
Policy/Program										
	Environmental site assessments and remediation for opportunity sites								Planning & Development	Grant resources
	Create a district parking strategy						X	X	Planning & Development	Staff resources
	Remove off-street parking requirement for ADUs			X			X		Planning & Development	Staff resources

	Action	Community Priorities					Phasing		Lead and Partners	Resources
		Bike/Ped Safety	Community Aesthetics	Housing Variety	Safe Streets	Community Gathering	Near Term (0-5 years)	Long Term (5+ years)		
Element 2: Expand Multimodal Mobility										
Physical Enhancements										
P1	Designate a pedestrian safety zone on 5th Ave from Carter to Barton	X					X		Planning & Development	Staff resources
P2	Resize/consolidate curb cuts on south side of 5th Ave	X					X		Public Works	Staff resources
P3	Introduce ped-controlled intersection at 4th & Park Meadows, 5th & Park Meadows Dr	X					X		Public Works	Staff resources
B1	Flip bike lane and parking along ISU (w of Carter transition)						X		Public Works	Staff resources
B2	Introduce bike lane on 2nd (already on map), including connection to Ross Park	X			X		X		Public Works	Staff resources
B3	Bi-directional bike lane along 5th; design transition to cemetery MU path	X			X		X		Public Works	Staff resources
T1	Improve signage, lighting, and seating (and other amenities as needed) at PRT stops	X	X		X		X		Public Transit	Staff resources
Policy/Program										
	Introduce bicycle wayfinding signage (for trails and lanes)	X					X	X	Parks & Recreation; Public Works	Staff resources
	Prepare citywide bicycle plan	X					X		Planning & Development	Staff resources
	Require pedestrian sidewalk as properties on the south side of 5th Street redevelop	X	X		X			X	Planning & Development; Public Works	Staff resources
	Update Portneuf Greenway Trail System Master Plan						X	X	Planning & Development	Staff resources
Element 3: Enhance and Diversify Shared Community Spaces										
Physical Enhancements										
D1	Additional Terry St Enhancements - Park SE corner of 2nd Terry (instead of NW corner of Carter/1st--demo project) - closeable festival block (minimal curb cuts and traffic)						X	X	Planning & Development; Public Works	Staff resources
D2	"No maintenance" pocket parks/pedestrian passageways - Pizza Hut, Taco Bell parking -partner with community for any required upkeep/maintenance	X	X		X	X		X	Parks & Recreation; Public Works	Staff resources
D3	Brady Chapel enhancements - access and plaza					X	X		Planning & Development	Staff resources

	Action	Community Priorities					Phasing		Lead and Partners	Resources
		Bike/Ped Safety	Community Aesthetics	Housing Variety	Safe Streets	Community Gathering	Near Term (0-5 years)	Long Term (5+ years)		
D4	Redesign Bremmer Park for use by a wider segment of users					X	X		Parks & Recreation	Staff resources
D5	Streetscape enhancements along the north side of 5th Ave		X					X	Public Works	Staff resources
Policy/Program										
	Require public open space with new multi-family development		X			X	X		Planning & Development	Staff resources
	Create + incentivize non-pay third spaces, preferably indoor (Bengal Life Student Center, Terry block)					X		X		Staff resources
	Identify partners for water-wise landscape programs and subsidies		X				X	X	Science & Environment	Staff resources
	Update screening requirements for outdoor storage and enforce		X				X		Planning & Development	Staff resources
	Create city-led group to program activities along Terry Street, public plaza, etc.				X	X	X	X		Staff resources
Element 4: Identify and Support Community Champions										
Physical Enhancements										
	Include branded furnishings/banners in 5th Ave Streetscape		X					X	Public Works	Staff resources
Policy/Program										
	Reinvigorate the local neighborhood association						X			Staff resources
	Create Local Improvement District (or similar)						X	X		Staff resources
	Define/enhance neighborhood branding/identity		X				X		Planning & Development; Communications Dept.	Staff resources
	Program Terry Street events (run by neighborhood association)					X	X	X		Staff resources





APPENDICES

A: Brownfield Inventory

B: Demographic Tables

C: Community Engagement Results Summary

Appendix A: Brownfield Inventory

About the EPA Brownfield Assessment Grant Program

The EPA provides funding and technical assistance to local communities to address brownfield conditions and advance redevelopment activities in neighborhoods, corridors, and districts that have a history of blight, abandonment, and disinvestment, as well as the potential presence of environmental concerns and liabilities linked to brownfield sites. A brownfield is defined by the EPA as "a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." Former industrial and commercial sites abandoned and underutilized properties, and structures with potentially hazardous building materials (e.g., asbestos and lead-based paint) are included in the EPA definition of brownfields.

The EPA awarded a Brownfield Assessment Coalition Grant to the City of Pocatello to inventory, prioritize, assess, and plan the cleanup/reuse of hazardous substances and petroleum brownfield sites. Pocatello is committed to transforming neglected, underutilized properties into vibrant new uses that provide community benefit. Over time, brownfield sites have complicated the City's revitalization goals as they present redevelopment barriers as a result of confirmed or perceived environmental contamination and other liabilities.

Brownfield Challenges - Brownfield sites can present a multitude of challenges for local communities associated with their blighted condition, documented (and undocumented) environmental liabilities, underutilized status, and prolonged disinvestment. Many times, brownfield sites remain vacant due to uncertainties of the property conditions and clean up requirements. The environmental liabilities can include the presence of hazardous chemicals or petroleum products in soil, groundwater, and soil vapor. They may also possess hazardous building materials, commonly used in the construction or maintenance of older (pre-1980s) buildings. These conditions can pose a hazard to both humans and the natural environment.

The presence of the environmental liabilities can significantly complicate site reuse, as well as result in significant added costs (and delays) for abatement, demolition, environmental investigation, and cleanup. In extreme cases, brownfield cleanup costs can far exceed a site's market value (making some projects cost prohibitive without incentives). Thus, many developers avoid brownfield sites and focus on the development of other properties, including "greenfield" sites located on the edges of cities which contributes to urban sprawl over high-value farm and forest land.

Many brownfield sites remain underutilized and hinder revitalization efforts in the larger community due to their blighted condition and documented (or feared) environmental liabilities. Thus, it is important to identify brownfield sites that are subject to environmental liabilities and other challenges, and to devise plans for assessment, cleanup, infrastructure improvements, and other actions that may be necessary to return these properties to productive use.

Area-wide Planning - An eligible activity under the EPA Brownfield Assessment Coalition Grant is the performance of AWP activities in areas that are impacted by the presence of multiple brownfield sites. The resulting plans or studies can provide communities with a defined vision and action plan that will help bring positive change to these areas. The AWP process considers several brownfields simultaneously in the context of other properties in a defined Focus Area. An

effective AWP process identifies a reuse strategy for brownfield sites as well as for a larger Focus Area and considers other shared impediments to redevelopment (such as missing or inadequate public infrastructure, regulatory barriers, and market challenges).

AWP activities allow communities to explore redevelopment/reuse options for brownfield sites and the surrounding urban setting. The AWP program allows local governments to partner with local stakeholders and citizen groups to design a vision and action plan to the subject areas. AWP considers surrounding conditions, community assets, public needs, and barriers to brownfield redevelopment.

Brownfields Overview - Brownfields are an important consideration when planning for revitalization and returning vacant/underutilized properties to productive use. They pose both challenges and opportunities for redevelopment and placemaking activities. When left unaddressed, brownfields may remain idle for decades creating voids in the urban fabric. But through proper assessment (and cleanup), brownfields could be revived as signature community redevelopment projects that fit seamlessly into the larger context.

The EPA defines a brownfield as, **"real property, the expansion, redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."** This is a broad definition, meaning that many developed or previously used properties, especially in an urban setting, could be classified as a brownfield. Identifying and gaining an understanding of brownfields and their associated redevelopment and adaptive reuse challenges can be a key step for communities to develop effective action plans to address potential and known hazards and liabilities associated with these properties and return them to productive use.

Past industrial, commercial, and other intensive land use activities at brownfield sites can result in the presence of petroleum products and other hazardous constituents within soil, groundwater, and soil vapor underlying the sites. Older buildings may contain hazardous building materials such as asbestos, lead-based paint, and polychlorinated biphenyls (PCBs) that were commonly used in the construction and maintenance of buildings prior to 1980[1]. For the 5th Avenue Focus Area, several properties meet the EPA's definition for brownfields.

In many cases, developers, investors, and potential tenants avoid brownfield sites because of concerns of potential health hazards or liability for possible environmental cleanup. This negative perception can hinder the community's ability to achieve desired redevelopment goals for the 5th Avenue Focus Area. Therefore, it is important as part of the revitalization process to identify and evaluate brownfield sites to obtain a good understanding of their known (or perceived) environmental liabilities.

Reuse/Redevelopment Potential - It is anticipated the AWP process will provide a strategy for property owners to redevelop/adaptively reuse brownfield sites with new uses that fit into a larger vision for the 5th Avenue Focus Area and the City of Pocatello. By demonstrating that projects have community support, and government agencies have strategies for addressing potential

[1] *Lead-based paint was widely used in the United States (US), because of its enhanced durability, but banned from use in household paints in the US in 1978 due to health concerns. Asbestos was historically used in a wide range of building materials, because of its fiber strength and heat resistance, but was banned from select building products in a series of regulatory decisions beginning in 1973 and continuing through 1989 (although asbestos remains in use in numerous building products). PCBs were used in caulk, paint and coating, fluorescent light ballasts, and other building materials during about 1950 through 1979, but were banned from use in the US in 1979.*

infrastructure and other public services/amenities, the AWP will serve as a tool for attracting increased interest of developers who will purchase, cleanup, and redevelop the sites. Brownfield redevelopment will capitalize on existing infrastructure, benefit from nearby amenities, build upon established business enterprises, and help complete the community's vision for the area.

Brownfield Inventory

As an essential part of defining revitalization strategies for the 5th Avenue Focus Area, Stantec completed an inventory and analysis of the tax lots within the AWP Focus Area. Stantec examined readily available parcel data and applied scoring criteria to identify potential brownfields and sites most conducive for near-term redevelopment (within 10-years). The brownfields inventory had three primary objectives:

1. Identify Property Conditions: Identify the existing property conditions in the AWP target area (e.g., size, utilization, vacancy status, current/past land use, presence on a state/federal environmental data base, and building age).
2. Identify Brownfields: Identify which properties are likely brownfields based on the property condition findings.
3. Prioritize Redevelopment Sites: Apply scoring criteria to rate and determine which properties the City/community should prioritize their redevelopment efforts and public resources.

The inventory process identified 40 parcels that possess property conditions that suggest they are brownfield sites. The inventory identified approximately 20 priority redevelopment sites that would support meaningful and transformative infill projects based on their vacant/underutilized status, size, and ideal locations within the Focus Area.

Collectively, the high scoring sites (properties with scores 4 and above) possess conditions that necessitate environmental site assessment (ESA) studies to further determine the specific property/building conditions and potential cleanup activities. The following subsections provide more detail on these findings.

Methodology and Database - Stantec created the brownfields inventory for the Focus Area using geographic information systems (GIS) and tax lot data obtained from various sources (namely Bannock County Tax Assessor, the City of Pocatello, and State and Federal Environmental Databases) and confirmed the findings through field observations. Using these data sources, Stantec created (a) a working spreadsheet, (b) inventory maps, and (c) assigned a scoring system to each property.

The process for developing the inventory is described below. An inventory spreadsheet and associated maps displaying the property inventory data and findings are provided in Appendix A.

- Property Data Sources - Stantec developed the foundation of the brownfield inventory GIS database using basic property data obtained from the Bannock County Tax Assessor and City of Pocatello.
- Regulatory/Historical Sources - Stantec reviewed select federal and state environmental databases to identify known and suspected environmental issues. Stantec also reviewed historical Sanborn® Fire Insurance maps to identify past businesses/properties with potential populate causing land uses.

- Site Observations - Stantec toured the Focus Area and made observations to verify existing conditions, determine occupancy/utilization status, observe building conditions, and identify potential environmental concerns (e.g., presence of chemical storage, spills, soil staining, etc.).

Stantec created the database from the following data sources.

Inventory Data Sources

Inventory Data Source	*Components*
Data Source A: Tax Lot Information Database ▪ Bannock County Tax Assessor ▪ City of Pocatello	Property Characteristics including: ▪ Address / property identification number ▪ Owner / business name ▪ Zoning ▪ Size ▪ Structures (and age) ▪ Land and structure values ▪ Improvement to Land Value Ratio (ILVR)[1]
Data Source B: Environmental Databases & Historical Records ▪ State of Washington Environmental Data Bases ▪ Federal Environmental Data Bases (FRS) ▪ Sanborn® Fire Insurance maps (obtained from GHCOG)	Information related to known or suspected environmental releases documented in regulatory databases such as contaminants, record status, media impacted, cleanup date, etc. Review past maps to identify properties that once supported polluting/contaminating land uses (e.g., dry cleaners, automobile service stations, and similar businesses).
Data Source C: Field Observations ▪ Field Observations from a site tour (June 2022) ▪ Google Earth Pro aerial/streetview photography.	Selected site observations concerning: ▪ Current land use ▪ Occupancy/Vacancy ▪ Obvious Environmental Conditions (e.g., containers/drums, above ground storage tanks, pavement/soil staining, etc.). ▪ Blight Indicators

Notes:

1. ILVR (Improvement to Land Value Ratio) is calculated by dividing the assessed value for improvements (e.g., buildings and structures) by the assessed value of the land. Properties with high land values when compared to structure values indicate the property is *underutilized* and could support future development. An ILVR of 0 typically means a tax lot is vacant, and a value <1 indicates that the land is more valuable than the improvements, and therefore is underutilized in terms of development potential).

Prioritization and Scoring Criteria - Stantec used the property data sources (described in the preceding subsection) to apply a scoring system to identify which brownfields/parcels the City may choose to prioritize for cleanup, reuse, and/or redevelopment. Stantec ranked the sites by applying scoring criteria to the tax lots. The scoring criteria considered site characteristics including property size, ILVR, the presence of an environmental database record, building age, and vacancy/abandonment. The following table lists the criteria, associated score/points (if the conditions are present), and the reasoning for the criterion rating (as it relates to revitalization).

Scoring Criteria Matrix			
Criterion	***Points***	***Description***	***Reasoning***
A. Site Nomination *Method: GIS Analysis*	2	Site was nominated for environmental site assessment activities by the City and/or property owner	This criterion assigns a score based on whether the site was nominated for environmental site assessments (ESA) by the City and/or property owner. Nominated sites have a higher potential for near-term redevelopment activities due to property owner willingness/interest in participating in the project.
	0	Site was not officially nominated for environmental assessment	
B: Site Size *Method: GIS Analysis*	1.0	1.0 acre or greater property size	The criterion assigns scores based on lot size. Sizes one acre or greater have high potential to accommodate significant redevelopment projects, whereas sizes less than 0.25 acres may only accommodate modest redevelopment activity.
	0.5	0.25 acres or greater AND less than 1.0 acre	
	0	Less than 0.25 acres	
C: Underutilization / Improvement to Land Value Ratio (ILVR) *Method: GIS Analysis*	1.0	ILVR < 0.5	The criterion assigns scores based on the properties' ILVR. A lot having an ILVR less than 0.5 means the property is more valuable than its buildings and suggests the property is underutilized and has the potential to support additional development. In contrast, lots with an ILVR greater than 1.0 suggests the property is utilized and less likely to be razed and redeveloped.
	0.5	ILVR > 0.5 AND ≤ 1.0	
	0	ILVR >1.0	
D: Environmental Data Base & Historical Land Use *Method: GIS Analysis, State & Federal Databases, and Historical Records*	2	Site is on an environmental database listing with confirmed release	This criterion assigns scores based on whether the lot is on a state or federal environmental database AND/OR once supported a polluting land use/activity. Lots with these conditions should be prioritized for redevelopment to address the potential environmental liabilities through site cleanup and/or abatement.
	1	Site is on an environmental database listing and/or originally supported a polluting land use	
	0	Site is NOT on an environmental database listing (no records) and/or did not appear to support a polluting land use	
E. Building Age (pre- 1980) *Method: GIS Analysis*	1	Building was constructed prior to 1980	This criterion assigns a score to identify buildings that were constructed prior to 1980 – buildings constructed before this time have a higher potential for containing asbestos and other hazardous building materials.
	0	Building was constructed in 1980 or newer	
F: Vacant / Undeveloped Property *Method: GIS Analysis / Field Observations*	2	Site does not have a building/structure (i.e., the property is undeveloped)	This criterion assigns a score to identify lots which are currently undeveloped and do not have a building. There is opportunity to target these properties for redevelopment. An ESA may be needed to proceed with development activities.
	0	Site has a building	
G: Vacant Building (no tenant) *Method: Field Observations*	2	Site does not have a current occupant AND/OR has a vacant building (identified through field observations) that could be adaptively reused	This criterion assigns a score to identify lots that do not have an occupant/tenant AND/OR have a vacant building. Vacant buildings could be actively reused for new uses. Older buildings may suggest the need for studies (ESAs) to ensure the building can be safely reoccupied and/or improved.
	1	Building only has an upper OR lower floor tenant	

Scoring Criteria Matrix			
Criterion	***Points***	***Description***	***Reasoning***
	0	Site has an active tenant	
H: Non-Residential/Mixed-Use Zoning *Method: GIS Analysis / Field Observations*	1	Site is within one of the City's nonresidential/mixed-use zone	This criterion assigns a score to identify lots that are within a nonresidential or mixed-use zone – nonresidential properties have a higher potential of being a brownfield (whereas, residential properties, including houses, are less likely to have soil/ground water contaminants caused by a historical use)
	0	Site is NOT within a non-residential/mixed-use zone	
I: Blight Indicator *Method: Field Observations*	1	Site or building has debris, broken windows, and/or deteriorating exterior/ roof.	This criterion assigns a score to identify buildings/sites that have various signs of deterioration, blight, and deferred maintenance. Sites that are in poor condition should be prioritized for revitalization/redevelopment.
	0.5	Site or building shows signs of minor deferred maintenance (e.g., peeling paint, overgrown vegetation)	
	0	Site or buildings are in good condition	

Results and Findings

The inventory process assigned a score rating to each of the tax lots within the Focus Area based on site conditions. This identified properties within the Focus Area that should be prioritized for future assessment/redevelopment (in both near- and long-term timelines). The inventory also identified vacant/underutilized sites that are currently idle but would be most conducive to supporting near-term investment/re-tenanting. The following table identifies the number of tax lots for each site scoring category. The following subsections describe the findings for the High Priority Brownfields/Properties (scoring 4 or more points) and the Vacant/Underutilized Properties.

Scoring Results – Number of Tax Lot Scores		
Site Scoring Categories	***Number of Tax Lots***	***Brownfield Consideration***
6.0 or more points	4	More Likely to be a Brownfield
5.0-5.5 points	3	More Likely to be a Brownfield
4.0 - 4.5 points	11	Likely to be a Brownfield
3.0 – 3.5 points	18	Not a Brownfield (or Not Likely to be a Brownfield)
Less than 3 points	111	Not a Brownfield (or Not Likely to be a Brownfield)
Total Parcels	147	

High Priority Brownfields/Properties - Based on inventory scores of 4.0 or above, the process identified 40 parcels/tax lots in the Focus Area that could be prioritized for reuse/redevelopment

and/or future study based on their ripeness for redevelopment, or their potential for environmental liabilities caused by past uses. These properties and their associated scoring conditions are summarized in the table below and depicted on the figure titled "AWP Brownfield Inventory - Scoring Map." Notably, the table identifies the "Brownfield Potential" for each tax lot in the inventory; sites identified as "Yes" or "Likely" should undergo Phase I/II ESA activities to determine the potential presence (and extent) of contamination, hazardous building materials, and/or other hazards.

Vacant and Underutilized Properties – The inventory also identified several vacant and/or underutilized properties within the 5th Avenue Focus Area. These include sites that (a) are vacant without a permanent structure, (b) possess existing structures with vacant tenant spaces, and/or (c) are not fully utilized (meaning other portions of the site could support additional development). Given their vacancy or underutilized status, these properties have the greatest near-term reuse/redevelopment potential (versus occupied parcels). Near-term, these properties could be considered "opportunity sites" and should be targeted for infill projects or adaptive reuse activities to support new community-serving uses such as commercial services, employment, and/or housing.

Some of these properties are also considered brownfields based on the site characteristics and scoring criteria; these sites will require additional environmental studies before they are redeveloped, buildings are demolished, and/or support new tenants. Fortunately, several of the vacant/underutilized sites are not brownfields and can be quickly reused for new community-serving purposes. The figure titled "AWP Brownfield Inventory – Vacant/Underutilized Property Map" depicts vacant and underutilized sites in the Focus Area.

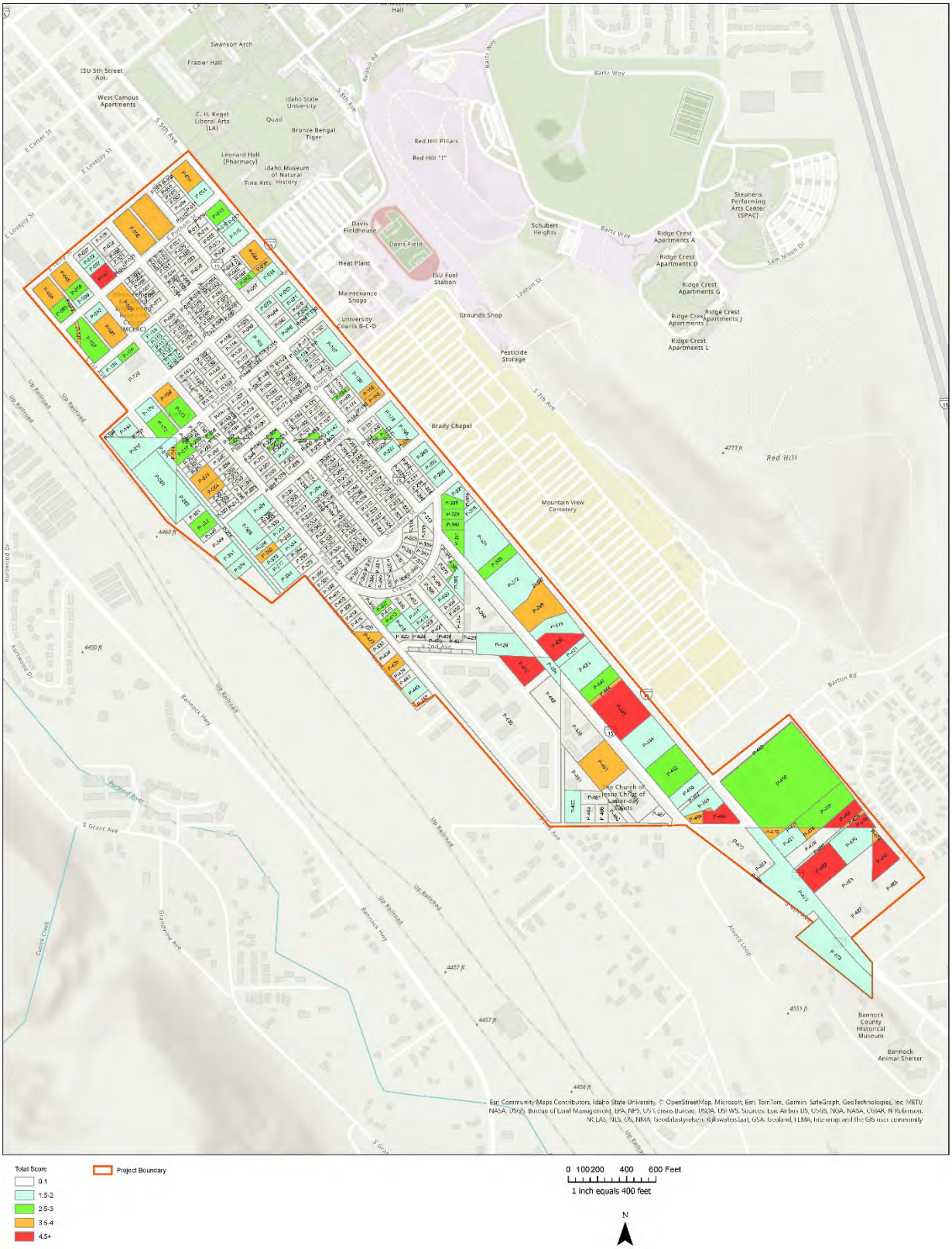
High Priority Brownfields/Properties Scoring Results (scoring 4.0 and above)

		Property Scoring Results												
Parcel ID	*Map ID*	*Site Nomination*	*Site Size*	*Underutilization / Improvement to Land Value Ratio (ILVR)*	*Environmental Data Base*	*Building Age (pre- 1980)*	*Vacant / Undeveloped Property*	*Vacant Building (no tenant)*	*Non-Residential/Mixed-Use Zoning*	*Blight Indicator*	*Total Score*	*Brownfield Potential*	*Site Address*	*Acres (Size)*
RPRPCPP 115400	P-479	0	0.5	1	2	0	0	2	1	1	7.5	Likely Brownfield		0.82
RPRPCPP 115600	P-482	0	1	1	2	0	2	0	1	0	7.0	Likely Brownfield	2700 S 5TH AVE	1.38
RPRPCPP 114901	P-484	0	0.5	1	0	0	2	2	1	0	6.5	Potential Brownfield	2530 S 5TH	0.38
RPRPCPP 115900	P-487	0	1	1	0	0	0	2	1	1	6.0	Potential Brownfield	2806 S 5TH	1.26
RPRPPOC 237900	P-125	0	1	0	2	1	0	0	1	0.5	5.5	Potential Brownfield	1121 S 2ND	1.65
RPRPCPP 103100	P-349	0	0.5	1	0	0	2	0	1	0.5	5.0	Likely Brownfield	1501 S 1ST	0.44
RPRPBCS 000300	P-442	0	0.5	1	0	0	2	0	1	0.5	5.0	Unlikely Brownfield		0.94
RPRPCPP 115800	P-483	0	1	1	0	0	2	0	1	0	5.0	Likely Brownfield		2.03
RPRPCPP 114902	P-472	0	1	1	1	0	0	0	1	1	5.0	Likely Brownfield		1.52
RPRPCPP 129600	P-485	0	1	1	0	0	2	0	1	0	5.0	Not Analyzed		1.53
RPRPCPP 104204	P-430	0	0.5	0	0	0	2	0	1	1	4.5	Likely Brownfield		0.83

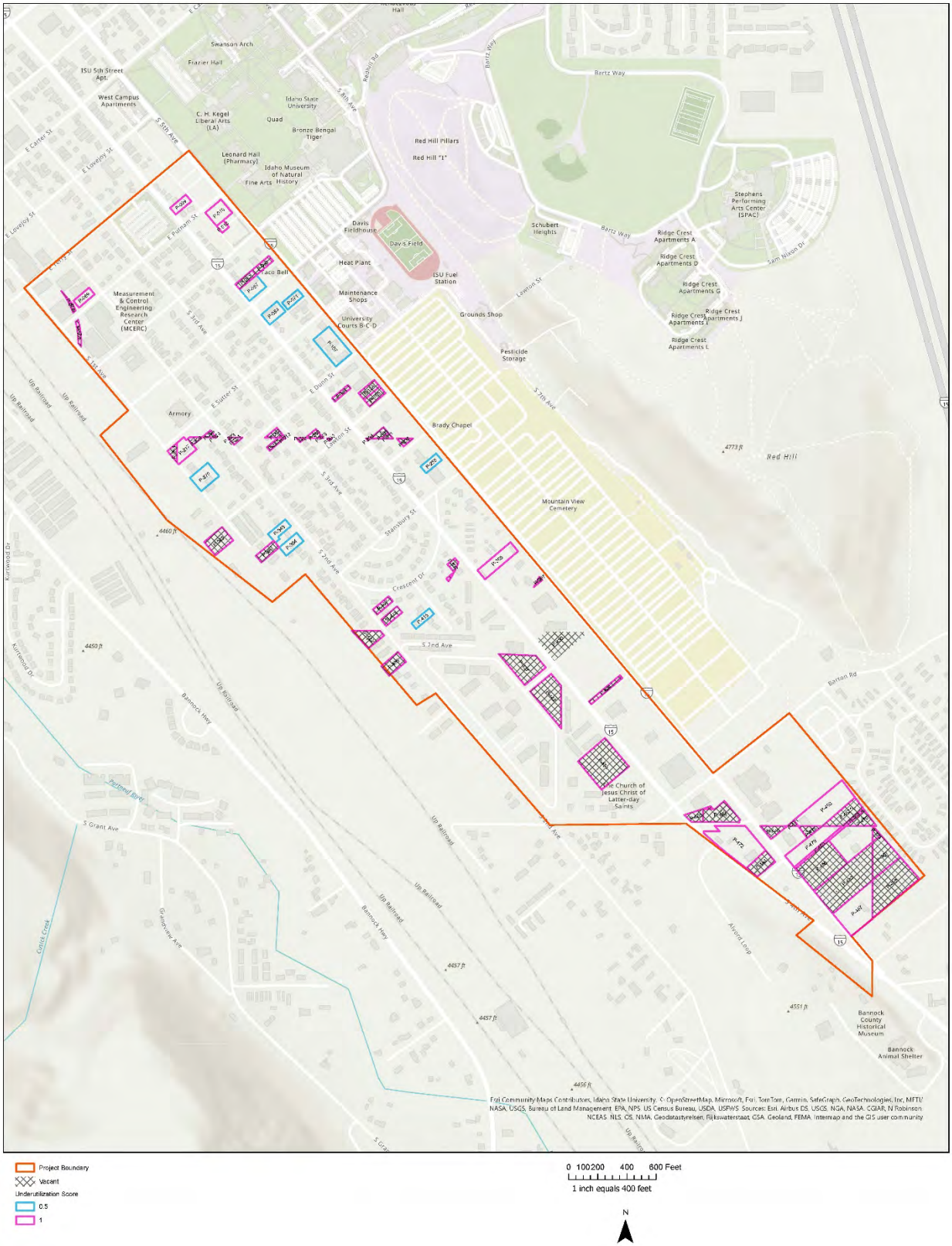
High Priority Brownfields/Properties Scoring Results (scoring 4.0 and above)

		Property Scoring Results												
Parcel ID	*Map ID*	*Site Nomination*	*Site Size*	*Underutilization / Improvement to Land Value Ratio (ILVR)*	*Environmental Data Base*	*Building Age (pre- 1980)*	*Vacant / Undeveloped Property*	*Vacant Building (no tenant)*	*Non-Residential/Mixed-Use Zoning*	*Blight Indicator*	*Total Score*	*Brownfield Potential*	*Site Address*	*Acres (Size)*
RPRPBCS 000200	P-437	0	0.5	1	0	0	2	0	1	0	4.5	Unlikely Brownfield		0.83
RPRPPOC 232500	P-047	0	0.5	0	0	1	0	1	1	1	4.5	Potential Brownfield	938 S 2ND	0.39
RPRPCPP 104501	P-445	0	1	0	2	0	0	0	1	0.5	4.5	Likely Brownfield		2.00
RPRPCPP 106500	P-462	0	0.5	1	0	0	2	0	1	0	4.5	Not Analyzed		0.51
RPRPCPP 106000	P-464	0	0.5	1	0	0	2	0	1	0	4.5	Not Analyzed	2475 S 5TH	0.54
RPRPCPP 106700	P-470	0	0.5	1	0	0	2	0	1	0	4.5	Not Analyzed		0.26
RPRPCPP 129500	P-481	0	0.5	1	0	0	2	0	1	0	4.5	Not Analyzed		0.74
RPRPPRD 001100	P-288	0	0.5	0	0	1	1	0	1	0.5	4.0	Likely Brownfield	1402 S 1ST	0.28
RPRPCPP 105301	P-451	0	1	1	0	0	2	0	0	0	4.0	Unlikely Brownfield		1.43
RPRPCPP 106201	P-468	0	0	1	0	0	2	0	1	0	4.0	Unlikely Brownfield		0.19
RPRPPOC 206500	P-008	0	1	0	1	0	0	2	0	0	4.0	Unlikely Brownfield		1.94
RPRPPOC 194900	P-024	0	0.5	0	2	0	0	0	1	0.5	4.0	Potential Brownfield	1107 S 5TH	0.48
RPRPPOC 195301	P-038	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.16
RPRPPOC 238801	P-074	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.04
RPRPPOC 238500	P-101	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.08
RPRPPOC 198200	P-158	0	0	1	0	0	2	0	1	0	4.0	Potential Brownfield	1445 S 5TH	0.19
RPRPPOC 237500	P-159	0	0.5	0	2	0	0	0	1	0.5	4.0	Likely Brownfield		0.39
RPRPPOC 198300	P-165	0	0	1	0	0	2	0	1	0	4.0	Unlikely Brownfield	1455 S 5TH AVE	0.19
RPRPKYS 006400	P-238	0	0	1	0	0	2	0	1	0	4.0	Unlikely Brownfield		0.07
RPRPCPP 097800	P-244	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed	219 E SUTTER	0.10
RPRPPRD 003100	P-362	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.22
RPRPCPP 101701	P-397	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.03
RPRPCPP 101700	P-399	0	1	0	0	0	0	2	1	0	4.0	Unlikely Brownfield	1975 S 5TH	1.43
RPRPCPP 104302	P-444	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.16
RPRPCPP 106600	P-469	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.07
RPRPCPP 106801	P-471	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.03
RPRPCPP 129400	P-474	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.07
RPRPCPP 115200	P-476	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.19
RPRPCPP 115302	P-478	0	0	1	0	0	2	0	1	0	4.0	Not Analyzed		0.16

AWP Brownfield Inventory - Scoring Map



AWP Brownfield Inventory – Vacant/Underutilized Property Map



Environmental Site Assessments (ESAs) & Other Studies

Environmental studies and related assessment activities are typically required (or highly recommended) for sites that possess one or more of the following conditions/characteristics:

- Supporting existing or historical land use activities with high probability of emitting pollutants and/or contaminants to the environment.
- Located adjacent to existing or historical polluting land uses.
- Containing current or past buildings/structures which were constructed prior to 1980 (pre-dating the 1978 US ban on the sale of leaded paint and likely to contain asbestos, polychlorinated biphenyls [PCBs} and/or other hazardous building materials).
- Deteriorating structures that contain molds and/or structural hazards.
- Located on or near a confirmed release of a pollutant/contaminant into the environment.
- Located near a rail line.
- Containing other situations, features, or activities that pose a health threat to humans, wildlife habitat, and/or the natural environment.

A critical future step for identifying and assessing environmental liabilities associated with brownfields is to conduct environmental site assessments (ESAs) and building materials surveys on the high priority sites identified in the previous section. It is also important to note that any site that once supported (or are in proximity to) confirmed or potential pollutant-generating land use activities should undergo ESA activities. These technical environmental studies will review past property use and/or include site testing to inform property owners and prospective tenants of potential environmental conditions that must be addressed before the sites are redeveloped/repurposed for new uses. These studies are also frequently required by banks/lenders involved in property transactions and permitting departments for demolition, adaptive reuse, and redevelopment activities. Descriptions of ESAs and building materials surveys are provided below.

Phase I ESA - The initial step in evaluating potential environmental liabilities associated with a property is the performance of a Phase I ESA. Phase I ESAs are nearly always completed in accordance with a detailed standard process established by ASTM International (ASTM) – "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," Designation E1527-21. The scope of work for a Phase I ESA includes a visual reconnaissance, interviews with key individuals, and review of reasonably ascertainable documents (typically including federal, state, and other environmental databases; historical maps, city directories, and aerial photographs; and any existing environmental reports). The Phase I ESA is designed to identify "recognized environmental conditions" (RECs) which, as defined by ASTM, means: "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment." Phase I ESAs also identify several other categories of environmental concerns as defined by ASTM, including Historical Recognized Environmental Conditions ("HRECs"), Controlled Recognized Environmental Conditions ("CRECs"), and Business Environmental Risks ("BERs").

Phase I ESA reports provide a summary of known or confirmed environmental liabilities associated with a property (and adjoining properties), as well as findings and conclusions related

to potential or probable additional environmental liabilities. Phase I ESAs will typically include information on the types of contaminants that are either confirmed to be present or potentially present based on past land uses and may also include information on the specific locations where contaminants are known or potentially present. The Phase I ESA does not include actual testing of building materials, soil, groundwater, soil vapor, or other environmental media, but the information developed is useful for developing a scope of work for a Phase II ESA (described below).

In situations where a Phase I ESA identifies no RECs or other types of significant potential environmental concerns, completion of the Phase I ESA alone may be sufficient to address previous concerns by developers over unknown or perceived environmental liabilities and serve to enhance developer interest and redevelopment prospects. However, if a Phase I ESA identifies significant known or potential environmental liabilities, then a Phase II ESA (described below) will likely be needed to further evaluate these known or perceived liabilities.

Phase II ESA - A Phase II ESA generally includes collection of samples of various types of environmental media (i.e., soil, groundwater, soil vapor, etc.) and analysis of the samples for known or suspected "contaminants of concern." The scope of work for the Phase II ESA is typically based on the findings of a Phase I ESA as well as information relevant to the types of chemicals or petroleum products used or stored on a site (or neighboring properties) and the locations for this use or storage (including features such as underground storage tanks).

A Phase II ESA will often confirm the presence or absence of contaminants of concern, as well as whether measured concentrations exceed applicable cleanup or other regulatory threshold values. If no or very low-level concentrations of contaminants are detected, the Phase II ESA may be sufficient to address concerns related to potential contamination. However, if significant or widespread contamination is documented during a Phase II ESA, then additional follow-up testing may be required to fully assess the magnitude, nature, and extent of contaminants in various environmental media, and/or to satisfy state or federal requirements associated with the discovery of contamination above cleanup standards or other applicable regulatory limits.

Regulated Building Material (RBM) Survey – The purpose of a RBM survey is to identify the presence and quantity of RBMs. Building materials can contain a number of hazardous components that, if disturbed, can pose a health risk to workers and occupants. RBMs may pose little health risk when left alone and intact; however, during maintenance, renovation, or demolition, materials that may pose health risks must be managed, abated, and disposed of appropriately according to regulations. Data obtained during the RBM survey can be used to assess exposure for renovation workers and in the case of demolition, identify the areas of abatement needed and their costs to support redevelopment of the property. RBMs include but are not limited to:

- Asbestos-containing materials (ACMs).
- Lead-based paint (LBP) and/or use of other heavy metals.
- Polychlorinated biphenyls (PCBs) present in electric ballasts and other equipment, as well as some caulks, paints, and other building materials.
- Mercury-containing fluorescent lamps.
- Mercury-containing thermostats/switches.
- Chlorofluorocarbon (CFC) refrigerants; and
- Silica dust from disturbed concrete, stucco, stone products, ceramic tile, drywall and plaster.

Appendix B: Demographic Tables

The tables in this section support the information presented in Section 2.1 of the AWP.

Sources - The project team reviewed available demographic data from the U.S. Census Bureau (2010 and 2020 decennial Census data) and Esri (2023 data and forecasts).

Population Trends and Forecast

Population Trends					
	Focus Area	*Census Tract*	*City of Pocatello*	*Bannock County*	*State of Idaho*
Population Totals					
2010 Population	2,020	2,918	54,273	82,839	1,567,582
2020 Population	2,191	3,097	56,320	87,018	1,839,106
2023 Population	2,181	3,135	57,909	89,078	1,955,585
2028 Population (Est.)	2,193	3,157	58,815	90,474	2,062,714
Population Change					
Annual Pop Growth Rate 2000 - 2023	0.4%	0.4%	0.4%	0.4%	1.2%
Annual Pop Growth Rate (Est.) 2023 - 2028	0.1%	0.1%	0.3%	0.3%	1.1%
Housing Units Needed					
Est. Additional Residents by 2028	12	22	906	1,396	107,129
Housing Units Needed	6	11	361	537	40,579
Source: U.S. Census, ESRI (2023)					

Race and Ethnicity

Race and Ethnicity						
		Percent of Population				
		Focus Area	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Two or more races		7.7%	8.2%	7.6%	7.2%	8.7%
One Race	White	78.8%	78.0%	83.0%	83.3%	81.5%
	Black or African American	2.5%	2.5%	1.3%	1.0%	0.9%
	American Indian and Alaska Native	3.4%	3.5%	2.1%	3.4%	1.3%
	Asian	2.5%	2.7%	1.8%	1.4%	1.5%
	Native Hawaiian and Other Pacific Islander	0.1%	0.1%	0.4%	0.3%	0.2%
	Some other race	5.0%	4.9%	3.8%	3.3%	5.8%
Hispanic or Latino/Latina		13.7%	14.0%	10.7%	9.5%	13.5%
Source: U.S. Census Bureau, Esri, 2023						

Age

Age Cohorts and Median Age					
	Percent of Population				
Age Group	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Under 5 years	3.9	4.1	7.2	7.4	6.8
5 to 9 years	2.7	2.8	7.0	7.3	7.0
10 to 14 years	1.8	1.9	6.9	7.1	7.0
15 to 24 years	54.8	53.5	16.3	14.9	13.8
25 to 34 years	18.8	19.3	15.6	14.7	13.3
35 to 44 years	5.5	5.6	13.4	13.0	12.8
45 to 54 years	4.0	4.2	9.4	9.6	10.9
55 to 64 years	4.5	4.6	10.3	10.8	11.8
65 to 74 years	2.6	2.6	8.3	9.2	10.1
75 to 84 years	0.9	1.0	4.1	4.4	4.8
85 years and older	0.5	0.5	1.6	1.6	1.6
Under 18 years	11.4	11.5	24.8	25.8	24.8
65 years and older	4.0	4.1	14.0	15.2	16.5
Adults in Prime Working Age (18 to 65)	84.6	84.4	61.2	59.0	58.7
Population not in Labor Force (age 16+ years)	0.9	0.9	3.5	3.2	1.9
Median Age (years)	23.1	23.2	33.1	34.0	36.6
Source: U.S. Census Bureau, Esri, 2023					

Education Attainment

Education Attainment for population 25 years and older					
Highest Educational Attainment (population 25 years or older)	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Less than 9th grade	5.1	4.3	1.4	1.3	2.7
9th to 12th grade, no diploma	1.7	1.9	5.2	5.0	5.5
High school graduate (includes equivalency)	24.2	24.8	25.7	27.1	28.0
Some college, no degree	17.2	18.3	21.9	22.9	21.3
Associate degree	14.6	14.5	12.1	11.9	10.8
Bachelor's degree	21.2	21.6	22.0	21.5	21.2
Graduate or professional degree	16.0	14.6	11.7	10.3	10.7
Source: U.S. Census Bureau, Esri, 2023					

English Speaking Ability

Languages spoken at home, population 5 years and over					
	Percent of Total Population				
English Use / Ability	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Speaks English Only at Home (age 5 or older)	Data not available	89.2%	94.6%	94.2%	89.0%
Speaks Language other than English at Home (age 5 or older)	Data not available	10.8%	5.4%	5.8%	11.0%
Speaks English Less than Very Well (age 5 or older)	Data not available	5.9%	1.7%	1.6%	3.8%
Source: 2022 ACS 5-year estimates					

Household Characteristics

Household Characteristics					
	Number OR Percent of Total Population				
Household Characteristic	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Average household size	2.11	2.06	2.51	2.60	2.64
Average family size	2.36	2.34	3.10	3.13	3.15
Householder Living Alone	42.9%	43.4%	29.5%	26.9%	24.0%
Households with one or more people under 18 years (Children)	19.5%	19.2%	28.4%	29.7%	29.3%
Source: U.S. Census Bureau, Esri, 2023					

Household Incomes / Financial Hardship

Household Income and Financial Hardship					
	Number OR Percent of Total Population				
Household Characteristic	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Median household income ($)	$32,427	$32,141	$58,810	$63,898	$69,400
Per capita income	$19,539	$19,893	$30,313	$31,413	$35,545
Cost Burdened Households (gross rent ≥30% of household income – **Rental Situations Only**)	24.5%	25.0%	20.7%	20.6%	23.8%
Poverty rate	Data not available	25.2%	14.4%	12.7%	10.7%
Senior Population (65+ years)		13.7%	12.3%	9.8%	8.6%
Children Population (>18 years)		14.2%	17.0%	17.2%	13.3%
Households receiving Food Stamp/SNAP Benefits		20.3%	16.5%	14.9%	7.3%
Population not in Labor Force (age 16+ years)	0.9%	0.9%	3.5%	3.2%	1.9%
Source: US Census / American Community Survey 2020-5-year estimates					

Housing Units and Tenure

Housing Units and Tenure					
	Number OR Percent of Total				
Housing Characteristic	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Total housing units	893	1,338	24,016	35,949	796,848
Occupied units	90.9%	91.8%	92.9%	93.0%	90.6%
Owner occupied	22.3%	22.5%	57.1%	62.0%	64.5%
Renter occupied	68.6%	69.3%	35.7%	31.0%	26.1%
Vacant Units	9.1%	8.2%	7.1%	7.0%	9.4%
Housing Age					
Housing Units Built Prior to 1980	74.5%	74.4%	68.2%	59.3%	41.4%
Housing Units Built 1980 or newer	25.5%	25.6%	31.8%	40.7%	58.6%
Source: U.S. Census Bureau, 2017-2021 ACS					

Housing Types

Housing Types					
	Percent of Total				
Housing Type (# of units in Building)	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Total housing units	916	1,357	23,210	34,730	742,145
1 unit, detached	52.9%	52.4%	63.2%	67.5%	73.7%
1 unit, attached	1.7%	1.9%	4.8%	4.1%	3.3%
2 units	8.2%	8.3%	6.8%	4.8%	2.2%
3-4 units	11.0%	11.3%	6.7%	6.6%	4.4%
5-19 units	16.0%	16.4%	7.7%	5.7%	4.8%
20+ units	6.7%	6.5%	3.9%	3.3%	3.6%
Mobile home	1.9%	1.8%	7.4%	7.6%	7.7%
Boat, RV, van, etc.	1.6%	1.5%	0.5%	0.4%	0.2%
Source: U.S. Census Bureau, 2017-2021 ACS					

Housing Cost and Affordability

Housing Value/Cost, Owner-occupied units					
	Percent of Total				
Housing Cost Category	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Median Home value	$142,935	$139,384	$260,447	$288,967	$377,102
Owner-occupied Unit Value (percent of total)					
Less than $50,000	6.0%	5.6%	8.4%	7.2%	4.5%
$50,000 to $99,999	24.1%	25.2%	6.0%	4.8%	3.2%

$100,000 to $149,999	23.1%	24.3%	10.2%	7.0%	4.2%
$150,000 to $199,999	19.6%	18.9%	9.5%	6.8%	5.9%
$200,000 to $299,999	17.6%	19.3%	25.8%	27.6%	15.2%
$300,000 to $499,999	3.5%	4.0%	31.3%	36.6%	39.5%
$500,000 to $999,999	2.0%	2.0%	8.1%	9.5%	24.2%
$1,000,000 or more	1.0%	0.6%	0.6%	0.5%	3.4%
Housing units without a mortgage	26.4%	26.1%	30.4%	31.7%	31.8%
Housing units with a mortgage	73.6%	73.9%	69.6%	68.3%	68.2%
Source: U.S. Census Bureau 2020, Esri 2023					

Gross rent, occupied units paying rent

	Percent of Total				
Housing Cost Category	***Focus Area***	***Census Tract***	***City of Pocatello***	***Bannock County***	***State of Idaho***
Median Rent	$725	$717	$616	$740	$817
Monthly Rental Rates (percent of total)					
Less than $500	13.5%	13.9%	29.2%	15.8%	14.5%
$500 to $999	61.5%	61.5%	61.3%	61.7%	49.8%
$1,000 to $2,000	22.2%	22.0%	6.3	17.8%	27.4%
$2,000 or more	0%	0%	0.2%	0.1%	2.0%
Cost Burdened Households (gross rent ≥ 30% of household income)	24.5%	25.0%	20.7%	20.6%	23.8%
Gross Rent as a Percentage of Household Income					
Less than 10 percent	7.4%	7.2%	4.5%	4.6%	4.5%
10.0 to 14.9 percent	10.1%	10.4%	10.4%	10.2%	9.5%
15.0 to 19.9 percent	9.2%	9.2%	12.1%	11.5%	13.0%
20.0 to 24.9 percent	13.5%	13.1%	18.8%	17.5%	12.9%
25.0 to 29.9 percent	3.8%	3.6%	10.1%	9.9%	10.9%
30.0 to 34.9 percent	12.1%	12.4%	6.4%	5.9%	8.1%
35.0 percent or more	12.4%	12.6%	14.3%	14.7%	15.7%
Source: U.S. Census Bureau, 2017-2021 ACS					

Appendix C: Community Engagement Results Summary

Pop-up event

Stantec attended the Portneuf Valley Environmental Fair on April 27, 2024, from 11am – 3pm at the Lookout Point in downtown Pocatello. The purpose of the event was to share information about the AWP process, invite people to take the community questionnaire, and to collect initial feedback about the Focus Area.

Working Group

Stantec and the City engaged a project Working Group to explore local needs/desires, define the community's priorities, review/evaluate potential revitalization strategies, and provide recommendations/guidance throughout the project.

Results

The table below provides the meeting information and key results from each working group meeting.

Working Group Results

Meeting Information	Notes
Meeting 1 Topic: Visioning and Idea-Generating Session Date: May 16, 2024 Format: In-person and virtual	**Local perspectives**: The Focus Area, despite being highly walkable, bikeable, and runnable, lacks adequate infrastructure, making it feel unsafe and automobile centric. **Beloved places**: Goodies, Tasty Treat, Mocha Madness, Ross Park, Museum of Clean, Bengal Creek. **Missing Elements**: The Focus Area needs safe streets and ways to get around for all, including north-south biking routes, well-lit crosswalks, and improved walking and biking infrastructure, along with diverse food options and unique gathering places both indoor and outdoor, especially for off-campus students. **Opportunities**: The Focus Area needs utility infrastructure improvements, a powered food truck court, enhanced southern gateway, safe and improved public transit, continuity in street design, less busy streets for cyclists, programmed events outside downtown, slower traffic on 4th, 2nd, 5th streets, improved sidewalks, longer pedestrian crossing times, ADA audible crosswalks, and more crosswalks to school bus stops, all while capitalizing on the upcoming Children's Museum at the Museum of Clean space. **Challenges:** The Focus Area has issues with blighted hotels affecting students, significant rail activity, lack of city policies or programs for sidewalks, challenges in engaging the transient student population in the neighborhood, a manageable unhoused population, and state-controlled highways where changes must be approved by IDT. ***Other themes that emerged:*** **ISU**: ISU, a large property owner in the area, is working on a campus master plan to balance student needs, including housing and east-west connections, but the community, which feels more like a town with a college rather than a college town, needs to better embrace the student population, support ISU, and foster a strategic alliance with ISU and business owners, potentially through initiatives like a student small business incubator **Housing:** The housing crisis, exacerbated by a disconnect between student housing and families, is a major issue in the community, with conflicts arising from overcrowded student accommodations in single-family homes, a lack of affordable options, and out-of-state landlords who neglect upkeep and maintenance, all while there is a significant demand for one-bedroom units and new apartment buildings for seniors.

Working Group Results	
Meeting Information	**Notes**
Meeting 2 Topic: Proposed Recommendations Date: January 23, 2025 Format: In-person and virtual	The meeting presented the proposed physical and policy/program recommendations of the AWP and collected feedback, suggestions, and questions related to the recommendations. **Bike/Pedestrian Improvements** ▪ Concern: concern about multi-use path for bikes and pedestrians, especially with bikes going 30 mph. There is a need to find a way to mitigate this. ▪ Concern: Will bump outs be allowed on 5th Ave due to snowplows and other considerations? Will require collaboration between city departments. ▪ Suggestion: The plan could include best practices for e-bikes. There are several multi-use paths where they can stripe them in a certain way to keep faster traffic on one side. **Funding** ▪ Brownfields money cannot be used for implementation. **Brady Chapel** ▪ Overall support for proposed improvements. **Waterwise Landscaping Concept** ▪ The waterwise landscaping concept is well-liked by several participants. If there is a template plan available, that would be great. ▪ Suggestion: Consider issuing a Request for Proposal (RFP) and have 2 or 3 landscape companies ready to create a plan. **Terry Street Gathering Place/Closeable Block and Adjacent Park** ▪ Idea of a place to gather on Terry St. is well received

Community Survey

Stantec hosted a 20-question on-line community survey to obtain feedback, perspectives, and preferences from the larger Pocatello community (i.e., residents, business owners, and individuals working in the community) to help guide the AWP.

Key Takeaways

- A majority of respondents live in Pocatello outside the Focus Area (73%) and are aged between 21 and 64 (91%).
- 68% of respondents visit businesses, services, and/or amenities in the Focus Area at least once a week (25% daily).
- Top businesses, services and/or amenities visited include restaurants/drinking establishments (#1 at 85%), parks and recreation amenities (#2 at 46%), and professional services/offices and retails shops were tied at #3.
- Many respondents believe that there are a lot of businesses, services, and amenities are missing from the Focus Area. The top 3 include aesthetic elements (e.g. trees, art, landscaping), more diverse restaurant and drinking options, and more diverse commercial/shopping options.
- A majority (54%) responded that the Focus Area generally feels safe and comfortable to walk during the day but needs improvement.

- A majority (60%) responded that the Focus Area does not feel safe and comfortable to walk during nighttime hours.
- 73% of respondents feel that bike infrastructure needs improvement (41% responded that it doesn't feel safe and comfortable to bike).
- Nearly half the respondents (49%) reported that they are unaware of the transit options in the Focus Area.
- A majority of respondents (55%) believe that the Focus Area or individual properties are not attractive and well-maintained.
- 45% of respondents feel that the connection between the Focus Area and the ISU campus need improvement, and 28% feel that the connection needs substantial improvements.
- Based on responses, here are the top community elements that need improvement in the Focus Area: sidewalks (72%), bike lanes (66%), individual residential properties (64%), individual commercial properties (62%), and trees/landscaping (62%)
    - Other comments: this should be seen as, and is an important gateway into Pocatello, especially for the ISU community
- A majority (58%) believe that the 4th and 5th Avenue one-way pairs should be left as is.
- 43% believe that the Focus Area has at least some affordable housing options, but there could be more. 30% responded that they did not have an opinion.
- 65% of respondents believe that there are either few or some housing options, indicating that the neighborhood needs more housing options.
- A majority of respondents (74%) indicated that 2- and 3-bedroom units are needed most in the Focus Area, followed by 1-bedroom units (34%)
- Based on responses, here are the top types of housing that are most appropriate for the Focus Area: single-family homes (1 unit) (61%), townhouses (54%), apartments (small, 4-6 units) (46%), and duplexes (2 units) (46%).
- Respondents ranked the neighborhood improvements that are most important to them over the next 5 years. The items are listed in order:
    1) Community appearance – develop vacant lots, improve building appearance
    2) Streetscape enhancements – add trees, landscaping, benches, lighting
    3) Commercial shops and services – attract new shopping, dining, entertainment, and services
    4) Mobility – improve walkability, biking, and transit access
    5) Community parks, spaces, and events – create more options for the community to recreate and gather

6) Housing affordability and options – add a wider variety of housing options

7) Employment – attract new businesses, add new jobs

8) Connections to Idaho State University Campus

- The last 2 questions asked about one community improvement project that respondents would like to see in the Focus Area, followed by a final opportunity to add any additional comments. The following themes emerged in both open-ended questions.

    - Pedestrian and Bicycle Infrastructure. Desire for improved and new bike and pedestrian infrastructure that is safe and comfortable.

    - Community Feel and Aesthetic. Maintenance, upkeep, and beautification of both public and private properties, and the public realm in between

    - Housing. More housing options (types and tenancy), affordable options, and student housing.

    - Public safety at night is a concern, more and better lighting is desired.

    - Traffic Safety. The conflict between pedestrians (ISU students in particular) and vehicles is felt throughout the Focus Area, but of most concern are vehicle speeds along 4th and 5th Avenues.

    - Public Space and Recreation: There is a need and desire for more public gathering space, community events, green space, and generally more opportunities for recreating in a communal way.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING THE 5TH AVENUE AREA WIDE PLANNING STUDY FOR THE CITY OF POCATELLO AND GRANTING EFFECTIVITY OF THE ADOPTED PLAN.

WHEREAS, the City of Pocatello and its community stakeholder partners saw an opportunity to complete an area-wide planning study for the South 5th Avenue corridor; and

WHEREAS, this area is a unique business district with adjacent neighborhoods which possess redevelopment and infill capacity to bring future housing and commercial services to the area; and

WHEREAS, to continue to meet the needs of the community, city staff recommends the adoption of the 5th Avenue Area Wide Planning Study to address potential growth in this area; and

WHEREAS, this plan was presented and discussed at the Work Session before the City Council on May 8, 2025; and

WHEREAS, the City Council held a Public Hearing for this plan at the regular City Council meeting on June 5, 2025; and

WHEREAS, this plan incorporates public feedback and input provided to the City through numerous engagement opportunities and forums.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO that the 5th Avenue Area Wide Planning Study for the City of Pocatello shall be effective upon approval of this Resolution.

RESOLVED this ____ day of June, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

Agenda Item #8

POCATELLO CITY COUNCIL
MEETING HELD THURSDAY JUNE 5, 2025
EXECUTIVE SUMMARY

REQUEST:
The request is for Final plat approval of a subdivision to be known as Hospital View Division 1. The proposal calls for the platting of 3.669 acres (more or less) of the 13.13-acre parent parcel (RPRPCPP086110) into four (4) commercial lots and two (2) common lots. This portion of the 13.13-acres is zoned Residential-Commercial-Professional (RCP). Municipal Code does not require that a minimum lot size be maintained. Land uses are outlined under Municipal Code Section 17.03.500 (Use Table). The application was submitted by Bryce Marsh on behalf of property owner JG Ventures LLC.

RECOMMENDATION:
In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the application after a public hearing was held on February 14, 2024 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code. See attached Planning & Zoning Commission Findings of Fact with conditions attached.

STAFF RECOMMENDATION:
Staff recommends approval of the final plat with adoption of the Planning & Zoning Commissions Findings of Fact including conditions and including the Public Works Memorandum dated May 6, 2025.

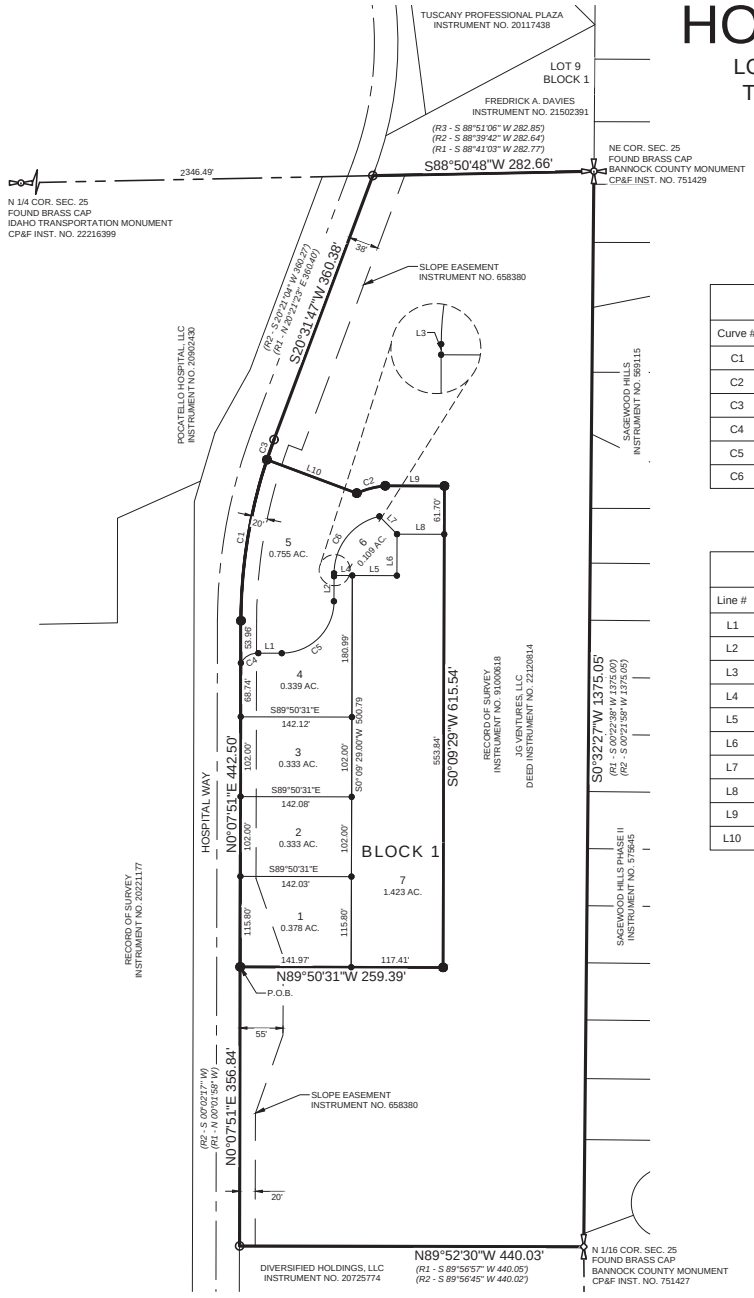
ATTACHMENTS:
a. Final Plat – Hospital View Division 1
b. Public Works Memorandum dated May 6, 2025
c. Response for Intermountain Gas
d. Planning & Zoning Commission Findings of Fact
e. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

HOSPITAL VIEW DIVISION 1 FINAL PLAT

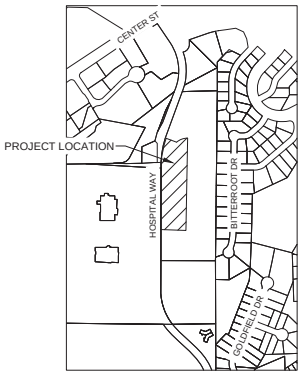
HOSPITAL VIEW DIVISION 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2025-

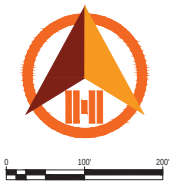


Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	209.47'	664.49'	18°03'40"	N9°09'41"E	208.60'
C2	37.75'	112.50'	19°13'42"	N75°29'07"E	37.58'
C3	27.11'	664.49'	2°20'16"	N19°21'39"E	27.11'
C4	26.89'	24.57'	62°41'59"	N60°33'24"E	25.57'
C5	104.60'	66.50'	90°07'28"	N45°07'18"E	94.15'
C6	100.46'	75.01'	76°44'25"	N38°33'33"E	93.12'

Line Table		
Line #	Length	Direction
L1	30.01'	S89°48'58"E
L2	33.02'	N0°11'02"E
L3	2.72'	N0°11'02"E
L4	23.37'	S89°50'31"E
L5	57.01'	S89°50'31"E
L6	53.05'	N0°09'29"E
L7	31.96'	N44°41'49"W
L8	60.40'	S89°50'31"E
L9	75.70'	S89°50'31"E
L10	122.51'	S69°32'26"E



VICINITY MAP
(NOT TO SCALE)



BASIS OF BEARING

THE LATITUDINAL EAST LINE OF SECTION 25 BETWEEN MONUMENTS SHOWN BASED UPON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATED SYSTEM

LEGEND:

- FOUND 5/8" REBAR W/ PLASTIC CAP STAMPED LS 5074
- SET 5/8" REBAR W/ ALUMINUM CAP STAMPED CH&A PLS 12457
- SET 1/2" REBAR W/ PLASTIC CAP STAMPED CH&A PLS 12457
- FOUND P.L.S.S. CORNER AS NOTED
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- SLOPE EASEMENT LINE AS SHOWN
- P.O.B. POINT OF BEGINNING

NOTES:

1. LOT 7 IS COMMON FOR THE USE OF LOTS 1, 2, 3, 4, & 6
2. LOT 5 IS A COMMON LOT.
3. LOTS 5 & 7 TO HAVE BLANKET CROSS ACCESS EASEMENTS
4. EASEMENTS NOT DEPICTED; ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE PRIMARY STRUCTURE SETBACK LINE ALONG ALL LOT LINES. LOTS MUST BE GRADED AND MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND SUBDIVIDE THE PROPERTY AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE WEST LINE OF THE BOUNDARY WAS DETERMINED BY THE RIGHT-OF-WAY LINE OF HOSPITAL WAY AND THE MONUMENTS FOUND AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE NORTH, EAST AND SOUTH LINES OF THE BOUNDARY WAS DETERMINED BY THE LIMITS OF THE DEVELOPMENT OF DIVISION NO. 1 AS SHOWN HEREON.

REFERENCES

R1 - RECORD OF SURVEY, INSTRUMENT NO. 91000168
R2 - RECORD OF SURVEY, INSTRUMENT NO. 20221177
R3 - RECORD OF SURVEY, INSTRUMENT NO. 20400531
SAGEWOOD HILLS INSTRUMENT NO. 589155
SAGEWOOD HILLS PHASE II INSTRUMENT NO. 575645

PROFESSIONAL LAND SURVEYOR
REGISTERED
12457
STATE OF IDAHO
CHRISTOPHER ADAMS
PRELIMINARY

SHEET 1 of 2
2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223

Horrocks.

H:\2023\JD-7460-23 JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Construction Drawings\JD-7460-23_FP.dwg

HOSPITAL VIEW DIVISION 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2025-

RECORDER'S CERTIFICATE

_____
JASON DIXON, COUNTY RECORDER

TREASURER'S CERTIFICATE

PURSUANT TO I.C. §50-1308 OF THE IDAHO CODE, I JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL

THROUGH _____

_____
JENNIFER CLARK, COUNTY TREASURER DATE

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____ _____
SOUTHEASTERN IDAHO PUBLIC HEALTH DATE:

CULINARY WATER

ALL LOTS IN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

IRRIGATION WATER RIGHTS STATEMENT

IRRIGATION WATER RIGHTS AND ASSESSMENTS OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOT WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS HAS BEEN APPROVED AND THE DEDICATION ARE HEREBY ACCEPTED BY THE CITY OF POCATELLO, IDAHO THE _____ DAY OF _____ , 20 ____ .

_____ _____
BRIAN BLAD, MAYOR KONNIE KENDALL, CITY CLERK

_____
MERRIL QUAYLE, ENGINEER FOR THE CITY

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, BEING MARKED BY BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751429; THENCE ALONG THE WEST LINE OF SAGEWOOD HILLS, INSTRUMENT NO. 569115, AND SAGEWOOD HILLS PHASE II, INSTRUMENT NO. 575645, SOUTH 00°32'27" WEST 1375.05 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 25, BEING MARKED BY A BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751427; THENCE NORTH 89°52'30" WEST 440.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HOSPITAL WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°07'51" E 356.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES; (1) THENCE NORTH 00°07'51" EAST 442.50 FEET TO A POINT OF TANGENCY OF A 664.49 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°52'09" EAST; (2) THENCE NORTHEASTERLY 209.47 FEET ALONG THE ARC OF SAID 664.49 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°03'40" AND A LONG CHORD THAT BEARS NORTH 09°09'41" EAST 208.60 FEET; THENCE SOUTH 69°32'26" EAST 122.51 FEET TO A POINT OF NON-TANGENCY OF A 112.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH 24°07'44" EAST; THENCE NORTHEASTERLY 37.75 FEET ALONG THE ARC OF SAID 112.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°13'42" AND A LONG CHORD THAT BEARS NORTH 75°29'07" EAST 37.58 FEET; THENCE SOUTH 89°50'31" EAST 75.70 FEET; THENCE SOUTH 00°09'29" WEST 615.54 FEET; THENCE NORTH 89°50'31" WEST 259.39 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.669 ACRES

COUNTY REVIEWING SURVEYOR'S CERTIFICATE

CERTIFICATE OF CITY SURVEYOR

THIS IS TO CERTIFY THAT I, GERALD V. EVANS, A LICENSED LAND SURVEYOR , HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

_____
GERALD V. EVANS PLS NO. 10342 DATE:
POCATELLO CITY SURVEYOR

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS HOSPITAL VIEW DIVISION 1, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH IDAHO CODE RELATING TO CONDOMINIUMS, PLATS AND SURVEY, AND CORNER PERPETUATION AND FILING ACT. I.C. §55-1501 THROUGH §55-1613.



PRELIMINARY

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF IDAHO CODE 50-1331, IDAHO CODE 50-1332, AND IDAHO CODE 50-1333, I, CHRISTOPHER ADAMS, CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF IDAHO CODE 50-1303 WITHIN ONE CALENDAR YEAR OF THE RECORDING DATE OF THIS PLAT.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. A CROSS ACCESS EASMENT IS HEREBY GRANTED TO THE CITY OF POCATELLO ACROSS LOTS 5 AND 7 BLOCK 1 AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF WE OWNERS DO HEREUNTO SET OUR HANDS.

_____
OWNERS: JOHN BURTENSHAW

JG VENTURES, LLC AN IDAHO LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF _____)
)ss
County of _____)

ON THE _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN BURTENSHAW ON BEHALF OF JG VENTURES LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, AND ACKNOWLEDGED TO ME THAT S/HE IS THE PERSON, AS INDICATED, WHICH OWNS THE PREMISES, DESCRIBED IN THE BOUNDARY DESCRIPTION, THAT S/HE IS THE PERSON WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE. IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR AS ABOVE WRITTEN.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF _____
MY COMMISSION EXPIRES _____ OF 20__.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND SUBDIVIDE THE PROPERTY AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE WEST LINE OF THE BOUNDARY WAS DETERMINED BY THE RIGHT-OF-WAY LINE OF HOSPITAL WAY AND THE MONUMENTS FOUND AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE NORTH, EAST AND SOUTH LINES OF THE BOUNDARY WAS DETERMINED BY THE LIMITS OF THE DEVELOPMENT OF DIVISION NO. 1 AS SHOWN HEREON.

2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223

Horrocks.

H:\2023\JD-7460-23_JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Construction Drawings\JD-7460-23_FP.dwg

ATTACHMENT B

PUBLIC WORKS MEMORANDUM

MAY 6, 2025

CITY OF POCATELLO

Engineering

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MB

Jake Murphy, Sr. Engineer Technician JM

Date: May 6, 2025

Re: Hospital View Division 1 – City Council Final Plat (5.15.2025) Application #FP25-0004

The Public Works Departments have reviewed the final plat/construction drawings application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- **A.** After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- **B.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- **C.** Subdivision plat shall conform to all state and local laws and ordinances.
- **D.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **E.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **F.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **G.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **H.** Signed copy of the Permanent Operations and Maintenance (O&M) agreement for stormwater, if stormwater system is to be private. This document will be recorded.
- **I.** The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color

J. All lots within Hospital View Division 1, it is the City's understanding that these lots will be graded during the subdivision construction process. These lots have natural slopes and proposed fill slopes greater than twenty Percent (20%) and will be required to submit for City approval, building and site grading plans prepared by a professional engineer licensed in the State of Idaho at the time of the building application/permit. Due to the steep nature of the slopes, possible difficulties with foundation placement, fill instability, protection from slope drainage, erosion, and shallow failures, making these lots more critical. It will be the Builder/Owner of said lot to demonstrate that building and engineering standards are adhered to. A note with a lot restriction "R1" should be placed on the plat and any another acceptable mechanism to let the owners of the lots know of the requirements in regards to these lots.

K. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

L. Add note, Easements not depicted: There is an easement for refuse pickup that is within the parking area. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Hospital View Division 1 Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

M. Provide all cross access and maintenance easements as needed.

N. Add PE NO. 10600 behind Merril Quayle name on the plat per State Code

O. Place and "R" restriction on lots 1, 2, 3, and 4 there will be no direct vehicular access allowed from Hospital Way to these lots.

2. Construction Plans/Infrastructure

A. Development Conditions

1. A full set of subdivision plans with but not limited to plan/profile sheets, current slope analysis, grading plans, erosion and sediment pre and post construction plans, stormwater plans and reports, utility plans, etc. shall be reviewed and approved prior to recording the plat. Final approved plans will be subject to all requirements placed on the preliminary as well as the final plat approval process.
2. All public and private infrastructure shall be labeled and found within the construction plans, meeting all city and industry standards.
3. Infrastructure within the private property will remain under private maintenance such as roadways, sanitary sewer, stormwater, and potable water. There will be a sanitary sewer manhole placed behind the sidewalk on Hospital Way that will define limits of private and public maintained. A double check assembly meeting industry standard and a potable master water meter will be required for this development. All potable water mainline taps shall be done by the City Water Department at the development expense. Isolation valves shall be placed within the development phases for maintenance and extension of lines. Maintenance equipment access shall be provided to all sanitary sewer manholes.

4. Roadway alignment as depicted on the plat was reviewed and approved based on the limitation's natural topography.
5. The traffic study for this development has been reviewed and approved.
6. USPS mail box unites are required for this development. Placement shall meet Federal ADA , USPS, and Pocatello standards and access requirements.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final approved construction plans. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
3. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.
4. Pond side slopes and embankments shall be designed and constructed per **Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual,** embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.
5. Per **Section 800 Geotechnical and Earthwork of the City of Pocatello Design Principles and Standards**, a building location shall be designed on every lot with a natural slope of fifteen percent (15%) or greater. Structures shall not be permitted on slopes of twenty percent (20%) or greater without a civil site plan stamped by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading**, slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
6. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
7. Record Drawings shall be submitted on Arch D (24" x 36").
8. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.
9. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.

10. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
11. The construction contractor will need to be bonded with the City of Pocatello for a minimum of $50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars ($25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.

ATTACHMENT C

RESPONSE FROM INTERMOUNTAIN GAS

MAY 1, 2025

From:	Colborn, Phillip
To:	Planning
Subject:	FP25-0004
Date:	Wednesday, April 30, 2025 4:18:41 PM

SUBJECT: FP25-0004, FINAL PLAT, HOSPITAL VIEW DIVISION 1, 700 BLOCK OF HOSPITAL WAY

To whom it may concern,

Intermountain Gas requests that a “Public Utility easement” be described on final the final plat.

Thanks

Phillip Colborn
Intermountain Gas Company
Pocatello Operations Manager
(208) 637-6431
phillip.colborn@intgas.com

ATTACHMENT D

PLANNING & ZONING COMMISSION FINDINGS OF FACT HOSPITAL VIEW PRELIMINARY PLAT

FEBRUARY 15, 2024

Instrument # 22401424
Bannock County, Pocatello, Idaho
02/15/2024 01:05:26 PM No. of Pages: 16
Recorded for: BANNOCK COUNTY PLANNING & DEVELOPMENT SERVICES
Jason C. Dixon Fee: $0.00
Deputy: jmcdonald

PLANNING & ZONING COMMISSION
FINDING OF FACT AND DECISION
FEBRUARY 14, MEETING

SUBDIVISION:	Hospital View Subdivision	**FILE:** 23-2982
APPLICANT/OWNER:	JG Ventures LLC	
SURVEYOR/ENGINEER:	Bryce Marsh of Horrocks Engineering	
REQUEST:	Preliminary Plat Subdivision Application	
LOCATION:	Generally located east of the Portneuf Medical Center	
LOTS/UNITS:	21 lots	

I. REQUEST: The request is for preliminary plat approval of a subdivision to be known as Hospital View Subdivision. The proposal calls for the platting of 13.12 acres (more or less) into twenty-one (21) lots of which Lots 1 and 14 Block 1 are proposed to remain undisturbed. The subject property is zoned Residential-Commercial- Professional (RCP).

II. PUBLIC HEARING: A public hearing was held before the Planning & Zoning Commission on the evening of February 14, 2024. The Chair opened the public hearing. The applicant's representative provided a brief background regarding the proposed subdivision layout; slope analysis; location of driveway approaches and Traffic Impact Analysis (TIF). Matthew Lewis, Senior Planner, provided a synopsis of the staff report noting that two (2) written comments were received of which the Commission had in hand. Bryce Marsh answered questions from the Commission as did Merril Quayle, Project Engineer, with the City. The Chair asked for public comment which in included one individual providing testimony in opposition. Following questions and answers the Chair closed the public hearing.

III. COMPREHENSIVE PLAN 2040: The Comprehensive Plan designates the subject parcels as Mixed Use (MU) on the Comprehensive Plan Map. The subject parcel is zoned Residential-Commercial-Professional.

IV. NOTIFICATION (16.20.040.D): All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the application. Notice was also published in the Idaho State Journal on January 30, 2024, and three (3) signs were posted on the subject property on January 29, 2024. All notices herein described have been provided at least fifteen (15) days prior to the public hearing.

V. Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
			16.20.050 A	**The subdivision proposal complies with applicable provisions of this title.**
☒	☐	☐	**FINDING**	The Commission finds that the proposal is compliant with all applicable standards of Title 16, provided that all conditions and corrections are met.
REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	

Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			FINDING	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria 16.20.050 A-H and the Public Works Memorandum (Attachment A)
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			FINDING	**DENSITY & LOT DESIGN:** The land area within the subject subdivision is zoned Residential-Commercial-Professional (RCP). The Commission members considered a request for a contract zoning map amendment requesting to rezone 8.75-acres (+/-) from Residential-Low (RL) density to RCP in October 2022. Staff noted that following a public hearing on November 3, 2022, the Pocatello City Council approved the application of which 3.8-acres (+/-) of the 8.75-acres (+/-) was rezoned to RCP and also subject to a Contract Zoning Agreement (Attachment B). Any development within the 3.8-acres will be subject to all conditions as provided in the agreement including but not limited to placement an increased transitional landscape buffer; reduction of density and height limitations. Municipal Code 17.03.600: Dimensional Standards does not require a minimum lot size to be maintained for professional office or commercial land uses. Residential uses in the RCP zoning district shall meet bulk and placement standards of the Residential High (RH) zoning district. **SLOPE STANDARDS:** As portions of the proposed subdivision have slopes exceeding 15%, a slope analysis has been included in the application packet for review (Attachment D). The "Slopes Table" reflects the total site without taking into account previous site disturbance. The second table includes areas that have been disturbed utilizing historical imagery from 1956, 1969, 1992, 1993, and 2023 (see Attachment D). Based on the latter, of the 13.12 acres, evidence shows that 5.97 acres (more or less) has been previously disturbed. Based on the analysis this results in a minimum of 1.37 acres (more or less) shall remain undisturbed based on Table 17.05.140 "Density & Disturbance Standards". The applicant proposes that Lots 1 & 14 will remain ungraded covering 1.591 acres (more or less). Based on Staff's analysis the Commission finds such to be accurate. The Commission is recommending that an "R" restriction be placed on Lots 1 & 14 as part of the final plat with a note stating that said lots are to remain in their natural state/ungraded (refer to condition #3). All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as required by the City Building Official.
			16.20.050 D.	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**

☒	☐	☐	**FINDING**	**R.O.W. IMPROVEMENTS:** The Commission finds that the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent in grade shall be adhered to. Curb, gutter and sidewalk will be required prior to recording of the final plat. **WATER, SEWER, & STORMWATER:** Water and sewer are available to extend to the proposed subdivision and shall be subject to all applicable Municipal Standards prior to acceptance of the final plat. Water and sewer connections shall be extended to each lot. All development must comply with City Erosion and Sediment Control and Stormwater management requirements. See the attached Public Works Memorandum (Attachment A) for additional comments/conditions pertaining to water, sewer and stormwater requirements. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, the Commission finds that utility providers and affected City departments were provided notice on January 11, 2024. According to staff, no comments have been received from the Utility providers receiving notice. Staff provided two (2) written testimonies via email prior the public hearing. No other comments were received. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment A. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			FINDING	Municipal Code subsection 16.20.030V states that a Traffic Impact Study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). The applicant has provided a Traffic Impact Study which may be found with Attachment B – application. The recommendations of the 585-page study are synopsized on pages 5-6. City staff comments are attached or synopsized in Attachment A. A copy of the Traffic Impact Study (TIS) was forwarded to Mori Byington, representing Bannock Transportation Planning Organization, for review and comment. Mike Neville, Street Manager with the Street Department analyzed the (TIS) and provided comment. Said conditions/recommendations are provided within the Public Works Memorandum (Attachment A).
			16.20.050 F.	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**

☒	☐	☐	**FINDING**	the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.
REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			FINDING	The Commission finds that the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			FINDING	Utilities were notified via email of the pending application on January 11, 2024. The only comments received as of completion of the Staff report were from Mori Byington, Director, Bannock Transportation Planning Organization and Mike Neville, Street Manager. Both reviews were in response to the Traffic Impact Study (TIS). All City utilities are either adjacent to or can be extended to the subject property. Any future development will have primary access from Hospital Way with no traffic impact occurring to the Sagewood Hills subdivision to the east.

DECISION & CONDITIONS:

Following review of the application and public hearing the Planning & Zoning Commission Findings and Decision that the preliminary plat application from JG Ventures LLC., for the Hospital View subdivision, finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions, with the following conditions attached:

1. All comments contained in the Public Works Memorandum, February 6, 2024, shall be adhered to (See Attachment A) which includes recommendations/conditions regarding the Traffic Impact Study;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. An "R" Restriction shall be placed on Lots 1 & 14 with a note stating that said lots are to remain undisturbed.
4. An "R" restrictions shall be placed on Lots 1-10 as well as Lots 12 & 13 with a note prohibiting individual ingress/egress to each lot via Hospital Way;

5. The Contract Zoning Agreement by and between the City of Pocatello and JG Ventures recorded under Instrument # 22303854 and all conditions thereto shall be strictly adhered to (Attachment B).
6. Prior to recording of the plat, the area to remain undisturbed shall be shown on the plat and delineated with a building restriction line. The boundaries shown on the plat shall be surveyed and staked prior to beginning of construction. All other standards of City Code 17. 05.140 shall apply. All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as requested by the Building Official;
7 All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

Krystal Chanda, Chair
Planning & Zoning Commission
Authorized to sign 2/14/2024

STATE OF IDAHO)
ss:
County of Bannock)

On this 15th day of February 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Krystal Chanda, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that 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)

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

Aceline McCulla
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169 Phone (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MQ
Jacob Murphy, Engineer Technician JM

Date: 02/06/2024

Re: Hospital View - P&Z Preliminary Plat (2.14.2024) Application # 23-2982

The Public Works Department has reviewed the preliminary plat application for the above-mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

Development Conditions

1. All Patching shall meet City of Pocatello Standards.
2. Adequate notice along with a traffic control plan and a schedule shall be submitted prior to excavation in Hospital way. Access to the hospital for citizens and emergency services shall be maintained.
3. Provide a site distance evaluation and cross sections for approaches connecting to Hospital Way.
4. Roads connecting to Hospital way shall have a 150 feet tangent length from Hospital Way east right of way line or a minimum curve radius of 400 feet with a 60-foot tangent to Hospital Way east right of way line.
5. Maximum grade where roads connect to Hospital Way shall be 4 percent for a minimum of 60 feet.
6. 5-foot wide concrete sidewalk shall be placed along frontage at time of subdivision construction.
7. ADA ramps are required across intersections on Hospital Way.
8. Adequate vertical clearance for sanitation and emergency vehicles shall be required on all roadways.

9. Provide dumpster locations and access agreement language on Plat for sanitation vehicles.
10. Main line taps to be done by City of Pocatello Water Department at developers expense.
11. Master meters & dual check valves meeting city standards are required.
12. Isolation valves for maintenance and construction phasing are required.
13. Curb shall be required between water main and lots 6 through 10 for maintenance and flushing.
14. Provide CCR's for maintenance association and contact information for utility billing.
15. Provide master plan for whole development with proposed utilities.
16. Provide ESC plan for construction phase and post construction phase and final stabilization plan.
17. Place manhole at Right of Way where sewer enters development.
18. All sewer & water in development shall be private.
19. Access to all manholes in development for maintenance purposes shall be maintained.
20. Show location & details of stormwater infrastructure.
21. An O&M agreement for stormwater infrastructure shall be required.

General Conditions

1. One (1) full-sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the stormwater plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current stormwater requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Per section **800 Geotechnical and Earthwork**, Structures shall not be permitted on slopes of 20 percent or greater without a civil site plan by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading,** slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
8. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
9. Utility and street light approval is required by the City.
10. US Mail box units required and location approved by the Post Master and the City of Pocatello.

Traffic Impact Study Review

Michael Neville, Pocatello Street Manager reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and provided comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution,

and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on Michael's review and Merril's oversite, it is recommended the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.
- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Terry intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.
- Concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center entrance. Allowing an all-way stop at a private drive is not a precedent the City of Pocatello wishes to start. The city does have unsignalized public road intersections along minor arterials with LOS F. At this time the city does not require improvements to keep the traffic flowing along these critical existing corridors.
- The City of Pocatello and the areas Metropolitan Planning Organization access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. Re-evaluate with Hospital Way as a minor arterial. If guide lines cannot be met then give recommendations or justification.

ATTACHMENT B

CONTRACT ZONING AREEMENT

Instrument # 22303854
Bannock County, Pocatello, Idaho
04/24/2023 02:58:20 PM No. of Pages: 6
Recorded for: CITY OF POCATELLO
Jason C. Dixon Fee: $0.00
Deputy: jbrower

CONTRACT ZONING AGREEMENT

THIS AGREEMENT is entered into to be effective the 24th day of April, 2023, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City"; and JG Ventures LLC, hereinafter referred to as "the Owner";

WHEREAS, the Owner has made request to the City of Pocatello to rezone by contract approximately 8.75 acres of land to RCP, of which 3.8 acres of the 8.75 acres is a contract rezone, and is located in the 700 block of Hospital Way, Pocatello, and more particularly described on the attached Exhibit "A", from Residential Low Density (RL) to Residential Commercial Professional (RCP), under the terms of the City's contract zoning ordinance, and;

WHEREAS, the Owner's proposal was reviewed by the Planning and Zoning Commission and public comment was taken at a hearing before the City Council; and

WHERAS, based upon the representations heard at the public hearings by both the public at large and the Owner, the City Council has agreed to the rezoning of said land within the City of Pocatello, Idaho, subject to the execution of and compliance with a contract zoning agreement;

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

1. That approximately 8.75 acres of land described in Exhibit A be rezoned by the City from Residential Low Density (RL) to Residential Commercial Professional (RCP) by means of a zoning ordinance duly passed and adopted on December 1, 2022, Ordinance No. 3114, conditioned on and subject to execution of this Agreement.

2. That the rezoning of the land described below is solely for the uses set out in this Agreement, and that any owner(s), co-owner(s), developer(s), agent(s) of owner or developer, assignee(s) of owner(s) or developer(s) and all subsequent owners or developers of the real property that is encumbered by this Agreement shall comply with all conditions, terms, obligations, and duties contained in this Agreement, as well as the following conditions:

a. The subject 8.75 acres parcel shall be given a zoning designation of Residential Commercial Professional (RCP), which is consistent with the Mixed Use (MU) designation of the Comprehensive Plan Map and PMC 17.01.130, "Plan Designation-Zoning District Conversion Chart".

b. A total of approximately 3.8 acres west of the Sagewood Hills Subdivision shall be limited to twenty-four (24) units per acre.

c. A minimum twenty foot (20') transitional landscape buffer shall be provided abutting and west of the Sagewood Hills Subdivision. The area shall be irrigated consisting of at least one (1) tree one 1.5'' in caliper for every 20' of property frontage measured in a linear line north to south. This results in a minimum of forty-seven (47) trees. In addition to the tree's, the buffer area shall consist of vegetation ground cover including, but not limited to, decorative grasses, shrubs or low water ground cover.

d. The maximum height of any multifamily-apartment structures within the 3.8 acres contract rezone area shall not exceed 38'6". No additional ten percent (10%) administrative adjustment shall be permitted beyond the 38'6".

e. Any structure constructed within the 8.75 (+/-) acre parcel shall be of an earth-tone color. Reflective materials shall be prohibited. The developer shall use exterior treatments on the multi-family apartment buildings to break up the façade such as but not limited to awnings, variation in materials and color schemes.

f. The form and content of the contract agreement shall be executed as provided under PMC 17.02.170 J.5.

g. Portions of the site have slopes of fifteen percent (15%) or greater, therefore any future development will be subject to PMC 17.05.140, "Slope Development Standards." A slope analysis and geotechnical report will be required as part of future building permit applications or subdivision of the property.

h. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

i. Any activity requiring a separate development or building permit shall comply with applicable regulations.

3. That the zoning designation of Residential Commercial Professional (RCP) shall be allowed for the following uses:

a. Only residential uses shall be placed within a 3.8 acre area places adjacent to the eastern boundary of the JG Ventures Parcel. This effort is employed to create a land use transition (recommended in the City's comprehensive plan) between the medical commercial complex directly to the west of Owner's parcel and the residential use directly to the east of Owner's parcel. The eastern portion of the RCP zone shall be for residential use to provide a transition between existing uses. (See Condition b. above.) Notwithstanding the above, the foregoing language should not be construed as to limit residential in other parts of the rezone but to only limit the contracted 3.8 acres to residential.

b. Residential density within the 3.8 acres shall be held to twenty-four (24) dwelling units per acre within the contract rezoned 3.8 acres which represents a reduction of twenty percent (20%) from the allowed RCP density (30 dwelling per acres). This reduction in the density of dwelling units across the residential area shall provide a transition to occur. (See Condition b. above.) The remaining acreage is not subject to the conditions of the contract rezoned 3.8 acres.

c. In an effort to increase space between the future and existing residential uses, Owner shall double the required buffer space within the 3.8 acre area as defined in Pocatello Municipal Code 17.05.270.A to twenty feet (20') measured along the eastern boundary inward of Owner's parcel. (See Condition c. above.)

d. Structure height shall be reduced within the 3.8 acres residential use area of the contracted 3.8 acre portion. Owner shall limit the structure height to 38'6"; a reduction of over 10% from the RCP allowed height of 45 feet, Dimensional Standards Table 17.03.600 of the City Code. (See condition d. above). The remaining acreage shall be subject to standard RCP conditions.

4. That upon the notification to the City Council by the Director of noncompliance of this contract-zoning agreement for it proposed use, the City Council will consider the adoption of an ordinance reverting the subject real property to its previous land use zoning district or the zone most appropriate at the that time. If this occurs, Pocatello Municipal Code §§17.02.170 (9) and (10) shall apply.

5. That any standards/regulations not herein noted by applicable to the proposed development shall be strictly adhered to.

6. All applicable Federal and State regulations shall be strictly adhered to.

7. That any activity requiring separate development or building permit shall comply with application regulations.

8. Owner acknowledges and agrees that, in accordance with Pocatello Municipal Code §17.02 and Idaho Code § 67-6511A, failure to comply with the terms of the agreement shall result in a rezoning of the real property to its previous zoning district as Residential Low Density (RL), as existing immediately prior to the passage of the rezoning ordinance.

9. This Agreement and all conditions, terms, duties, and obligations included in said agreement shall be an encumbrance on the real property described herein and all conditions shall run with the land.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives the date and year first above written.

Approved as to form and content:

JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

Wendy Prather for
KONNI R. KENDELL, City Clerk

OWNER:
JG VENTURES, LLC

John Burtenshaw
JOHN A. BURTENSHAW, Member

STATE OF IDAHO)
ss:
County of Bannock)

On this 24th day of April, 2023, 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.

(SEAL)

KONNI R. KENDELL NOTARY PUBLIC COMM. #33547 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in American Falls ID
Commission Expires 3-22-2024

STATE OF IDAHO)
ss:
County of Bonneville)

On this 3rd day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared John A. Burtenshaw, known or proved to me to be a Member of JG Ventures LLC, and acknowledged to me that he executed the foregoing instrument for and on behalf of said limited liability company and that said limited liability company 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)

MIRANDA McKINLAY
COMMISSION NO. 53337
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in Idaho Falls
Commission Expires 10-3-2026

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751429; THENCE SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, (BASIS OF BEARING BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 430.99 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, A DISTANCE OF 944.06 FEET TO THE NORTH 1/16 CORNER ON THE EAST BOUNDARY LINE OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751427, ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20725774; THENCE NORTH 89°53'10" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 440.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY; THENCE NORTH 00°07'48" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY, A DISTANCE OF 777.00 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING; THENCE NORTH 69°36'34" EAST , ALONG A LINE THAT DIVIDES RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING, A DISTANCE OF 476.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.75 ACRES MORE OR LESS

ATTACHMENT E

PLANNING & ZONING COMMISSION STAFF REPORT PACKET

FEBRUARY 14, 2024

Planning & Development Services
PLANNING SERVICES NEIGHBORHOOD & COMMUNITY SERVICES
911 NORTH 7TH AVENUE I P.O Box 4169 POCATELLO, IDAHO 83205-4169 208.234.6184 WEB https://www.pocatello.gov

PLANNING & ZONING COMMISSON (P&Z)
AGENDA
Wednesday, February 14, 2024, 6:30 p.m.
911 N. Seventh Avenue, City Council Chambers

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with two (2) days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.gov; 208.234.6248 or 5815 South 5th Avenue, Pocatello, ID.

The Planning & Zoning Commission is a citizen advisory group to the City Council. They are charged with making recommendations concerning land use plans, planning processes and/or on matters of plan implementation. All regular meetings of the P&Z Commission are recorded for record retention and transcription.

The following is the official agenda of the Planning & Zoning Commission. Discussion and Commission action will be limited to those items on the agenda. Any citizen who wishes to address the Commission shall first be recognized by the Chair, and shall give his/her name and address for the record. If a citizen wishes to read documentation of any sort to the Commission, he/she shall first seek permission from the Chair. Oral testimony may be restricted to no more than 3 minutes per person.

AGENDA ITEM 1: ROLL CALL AND DISCLOSURE OF CONFLICT OF INTEREST, EX-PARTE COMMUNICATION AND SITE VISIT.
Disclose who was talked to, the basic substance of the conversation, and whether the conversation had any influence.
Disclose if there is anything personally or professionally that would not allow an impartial or unbiased decision.
Disclose if a site visit was done, location(s) of the visit, and what was seen.

AGENDA ITEM 2: APPROVAL OF MINUTES
The Commission may wish to waive the oral reading of the P&Z clarification and regular meeting minutes from November 15, 2023, and to approve the minutes as written. **(ACTION ITEM)**

AGENDA ITEM 3: PUBLIC HEARING – PRELIMINARY PLAT – FILE 23-2982
This time has been set aside for the Commission to hear comments from the public regarding a preliminary plat application request by JV Ventures LLC, represented by Bryce Marsh of Horrocks Engineering, to subdivide 13.12 acres (more or less). The future Hospital View Subdivision is located east of the Portneuf Medical. **(ACTION ITEM)**

Planning & Development Services
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PLANNING & ZONING COMMISSION
MEETING FEBRUARY 14, 2024
STAFF REPORT

SUBDIVISION:	Hospital View Subdivision	**FILE:** 23-2982
APPLICANT/OWNER:	Jake Woodward representing JG Ventures LLC	
SURVEYOR/ENGINEER:	Bryce Marsh of Horrocks Engineering	
REQUEST:	Preliminary Plat Subdivision Application	
LOCATION:	Generally located east of the Portneuf Medical Center	
LOTS/UNITS:	21 lots	
STAFF:	Matthew G. Lewis, M.S. Senior Planner	

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is compliant with all applicable standards of City Code 16.20.050, assuming the following conditions are met:

1. All comments contained in the Public Works Memorandum, February 6, 2024, shall be adhered to (See Attachment A) which includes recommendations/conditions regarding the Traffic Impact Study;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. An "R" Restriction shall be placed on Lots 1 & 14 with a note stating that said lots are to remain undisturbed.
4. An "R" restrictions shall be placed on Lots 1-10 as well as Lots 12 & 13 with a note prohibiting individual ingress/egress to each lot via Hospital Way;
5. The Contract Zoning Agreement by and between the City of Pocatello and JG Ventures recorded under Instrument # 22303854 and all conditions thereto shall be strictly adhered to (Attachment B).
6. Prior to recording of the plat, the area to remain undisturbed shall be shown on the plat and delineated with a building restriction line. The boundaries shown on the plat shall be surveyed and staked prior to beginning of construction. All other standards of City Code 17. 05.140 shall apply. All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as requested by the Building Official;
7. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

REQUEST: The request is for preliminary plat approval of a subdivision to be known as Hospital View Subdivision. The proposal calls for the platting of 13.12 acres (more or less) into twenty-one (21) lots of which Lots 1 and 14 Block 1 are proposed to remain undisturbed. The subject property is zoned Residential-Commercial- Professional (RCP). The application was submitted by Jake Woodward representing JG Ventures LLC. The Representative/Engineer listed on the application is Bryce Marsh of Horrocks Engineers.

NOTIFICATION (16.20.040.D): All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the application. Notice was also published in the Idaho State Journal on January 30, 2024, and three (3) signs were posted on the subject property on January 29, 2024. All notices herein described have been provided at least fifteen (15) days prior to the public hearing. **At the time of completion of this report, no written comment from the public**

has been received neither in support, neutral to nor in opposition to the application. Staff emailed the application with the plat, preliminary slope analysis with supporting aerials and a link to the Traffic Impact Study to three (3) property owners within the 300-foot radius.

OPTIONAL MOTIONS:

1. **Approval of the Application**: "I move to approve the preliminary plat application from JG Ventures LLC., for the Hospital View subdivision, finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions listed in the staff report: [cite findings for approval], and to authorize the Chair to sign the findings of fact."

2. **Denial of the Application**: "I move to deny the preliminary plat application from JG Ventures LLC., finding the application does not meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, [**insert any additional conditions of denia**l], and to authorize the Chair to sign the findings of fact."

ATTACHMENTS:

A. Public Works Memorandum dated February 6, 2024
A-1 Mori Byington Email Response
A-2 Mike Neville Recommended Revisions TIS
B. Contract Zoning Agreement Instrument #2203854
C. Application & Preliminary Plat
D. Slope Analysis with aerial photography
E. Traffic Impact Study

Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			Staff Review	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			Staff Review	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria 16.20.050 A-H and the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			Staff Review	**DENSITY & LOT DESIGN:** The land area within the subject subdivision is zoned Residential-Commercial-Professional (RCP). Commission members may recall considering a request for a contract zoning map amendment requesting to rezone 8.75-acres (+/-) from Residential-Low (RL) density to RCP in October 2022. Following a public hearing on November 3, 2022, the Pocatello City Council approved the application of which 3.8-acres (+/-) of the 8.75-acres (+/-) was rezoned to RCP and

				also subject to a Contract Zoning Agreement (refer to Attachment B for details). Any development within the 3.8-acres will be subject to all conditions as provided in the agreement including but not limited to placement an increased transitional landscape buffer; reduction of density and height limitations. Municipal Code 17.03.600: Dimensional Standards does not require a minimum lot size to be maintained for professional office or commercial land uses. Residential uses in the RCP zoning district shall meet bulk and placement standards of the Residential High (RH) zoning district. **SLOPE STANDARDS:** As portions of the proposed subdivision have slopes exceeding 15%, a slope analysis has been included in the application packet for review (Attachment D). The "Slopes Table" reflects the total site without taking into account previous site disturbance. The second table includes areas that have been disturbed utilizing historical imagery from 1956, 1969, 1992, 1993, and 2023 (see Attachment D). Based on the latter, of the 13.12 acres, evidence shows that 5.97 acres (more or less) has been previously disturbed. This results in a minimum of 1.37 acres (more or less) shall remain undisturbed based on Table 17.05.140 "Density & Disturbance Standards". The applicant proposes that Lots 1 & 14 will remain ungraded covering 1.591 acres (more or less). Staff has reviewed the analysis and finds such to be accurate. Staff is recommending that an "R" restriction be placed on Lots 1 & 14 as part of the final plat with a note stating that said lots are to remain in their natural state/ungraded (refer to condition #3). All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as required by the City Building Official.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**
			Staff Review	**R.O.W. Improvements:** The subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent in grade shall be adhered to. Curb, gutter and sidewalk will be required prior to recording of the final plat. **WATER, SEWER, & STORMWATER:** Water and sewer are available to extend to the proposed subdivision and shall be subject to all

				applicable Municipal Standards prior to acceptance of the final plat. Water and sewer connections shall be extended to each lot. All development must comply with City Erosion and Sediment Control and Stormwater management requirements. See the attached Public Works Memorandum (**Attachment A**) for additional comments/conditions pertaining to water, sewer and stormwater requirements. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on January 11, 2024. As of February 6, 2024, no comments have been received from the Utility providers receiving notice. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment A. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			Staff Review	Municipal Code subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). The applicant has provided a Traffic Impact Study which may be found with Attachment B – application. The recommendations of the 585-page study are synopsized on pages 5-6. City staff comments are attached or synopsized in Attachment A. A copy of the Traffic Impact Study (TIS) was forwarded to Mori Byington, representing Bannock Transportation Planning Organization, for review and comment – see Attachment A. 1 regarding his feedback. Mike Neville, Street Manager with the Street Department analyzed the (TIS) and provided comment. Said conditions/recommendations are provided within the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			Staff Review	As previously noted the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.

☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			Staff Review	Bannock Transportation Planning Organization long range Bicycle & Pedestrian Master Plan proposes to provide bike lanes on Hospital Way. The plan also proposes shared bicycle and pedestrian lanes around the Portneuf Medical Center from Hospital Way to East Terry Street.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			Staff Review	Utilities were notified via email of the pending application on January 11, 2024. The only comments received as of completion of the Staff report were from Mori Byington, Director, Bannock Transportation Planning Organization and Mike Neville, Street Manager. Both reviews were in response to the Traffic Impact Study (TIS). All City utilities are either adjacent to or can be extended to the subject property. Any future development will have primary access from Hospital Way with no traffic impact occurring to the Sagewood Hills subdivision to the east.

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169 Phone (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MQ
Jacob Murphy, Engineer Technician JM

Date: 02/06/2024

Re: Hospital View - P&Z Preliminary Plat (2.14.2024) Application # 23-2982

The Public Works Department has reviewed the preliminary plat application for the above-mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

Development Conditions

1. All Patching shall meet City of Pocatello Standards.
2. Adequate notice along with a traffic control plan and a schedule shall be submitted prior to excavation in Hospital way. Access to the hospital for citizens and emergency services shall be maintained.
3. Provide a site distance evaluation and cross sections for approaches connecting to Hospital Way.
4. Roads connecting to Hospital way shall have a 150 feet tangent length from Hospital Way east right of way line or a minimum curve radius of 400 feet with a 60-foot tangent to Hospital Way east right of way line.
5. Maximum grade where roads connect to Hospital Way shall be 4 percent for a minimum of 60 feet.
6. 5-foot wide concrete sidewalk shall be placed along frontage at time of subdivision construction.
7. ADA ramps are required across intersections on Hospital Way.
8. Adequate vertical clearance for sanitation and emergency vehicles shall be required on all roadways.

9. Provide dumpster locations and access agreement language on Plat for sanitation vehicles.
10. Main line taps to be done by City of Pocatello Water Department at developers expense.
11. Master meters & dual check valves meeting city standards are required.
12. Isolation valves for maintenance and construction phasing are required.
13. Curb shall be required between water main and lots 6 through 10 for maintenance and flushing.
14. Provide CCR's for maintenance association and contact information for utility billing.
15. Provide master plan for whole development with proposed utilities.
16. Provide ESC plan for construction phase and post construction phase and final stabilization plan.
17. Place manhole at Right of Way where sewer enters development.
18. All sewer & water in development shall be private.
19. Access to all manholes in development for maintenance purposes shall be maintained.
20. Show location & details of stormwater infrastructure.
21. An O&M agreement for stormwater infrastructure shall be required.

General Conditions

1. One (1) full-sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the stormwater plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current stormwater requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Per section **800 Geotechnical and Earthwork**, Structures shall not be permitted on slopes of 20 percent or greater without a civil site plan by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading,** slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
8. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
9. Utility and street light approval is required by the City.
10. US Mail box units required and location approved by the Post Master and the City of Pocatello.

Traffic Impact Study Review

Michael Neville, Pocatello Street Manager reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and provided comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution,

and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on Michael's review and Merril's oversite, it is recommended the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.
- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Terry intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.
- Concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center entrance. Allowing an all-way stop at a private drive is not a precedent the City of Pocatello wishes to start. The city does have unsignalized public road intersections along minor arterials with LOS F. At this time the city does not require improvements to keep the traffic flowing along these critical existing corridors.
- The City of Pocatello and the areas Metropolitan Planning Organization access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. Re-evaluate with Hospital Way as a minor arterial. If guide lines cannot be met then give recommendations or justification.

ATTACHMENT A-1

MORI BYINGTON EMAIL

Lewis, Matthew

From: Mori Byington <Mori@bannockplanning.org>
Sent: Friday, February 2, 2024 11:50 AM
To: Lewis, Matthew
Cc: Quayle, Merril
Subject: RE: Hospital View Preliminary Plat Traffic Impact Analysis

Hi Matthew,

Overall, the TIS is very well done and explains the impact of the proposed development. TIS used the ITE trip generation manual for all land uses. The TIS guidelines list one vehicle per housing unit as the trip generation. I do not think this would directly change the results, only the timing of improvements.

I also have concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center. Allowing an all-way stop at a private drive could set a bad precedent. We have many unsignalized public road intersections along minor arterials with LOS F. We do not require improvements to keep the traffic flowing along these critical corridors.

The access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. If the access points are approved, will the city seek to change the classification of the road?

Thanks for the opportunity to comment.

Mori Byington,
Bannock Transportation Planning Organization
mori@bannockplanning.org

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 4:27 PM
To: Mori Byington <Mori@bannockplanning.org>
Subject: Hospital View Preliminary Plat Traffic Impact Analysis

Mori – Our office has in hand a proposed preliminary plat for a development off Hospital Way (directly east of Portneuf Medical). The following is a hyperlink to the Traffic Impact Analysis City View Traffic Impact Study.pdf. I would appreciate your review and any comments thereto – preferably by Tuesday 2/6/24. Mike Neville and Merril are also analyzing. Thanks in advance.

MATTHEW G. LEWIS, M.S.| CITY OF POCATELLO
Senior Planner | Planning & Development Services
911 N 7th Avenue | PO Box 4169 | Pocatello ID 83205-4169
Office 208-234-6190| mlewis@pocatello.gov

ATTACHMENT A-2

MIKE NEVILLE EMAIL RECOMMENDED REVISIONS & CLARIFICATIONS FOR THE TRAFFIC IMPACT STUDY

Lewis, Matthew

From: Neville, Mike
Sent: Tuesday, February 6, 2024 4:34 PM
To: Lewis, Matthew; Quayle, Merril
Cc: Kirkman, Tom
Subject: RE: SPRC 1/30/24

Hearing no objections, below are my comments on the TIS. Please let me know if you need anything further from me on this and I would like to attend the P&Z hearing as just an interested observer. If you would please let me know when that is.

I have reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and I have some comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution, and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on my review, I recommend the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.

- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward and a either control measure is recommended. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Tery intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.

I appreciate your attention and cooperation in addressing these comments and concerns. If you have any questions or feedback, please let me know.

Michael Neville
Street Manager

From: Neville, Mike
Sent: Friday, February 2, 2024 3:13 PM
To: Lewis, Matthew <mlewis@pocatello.gov>; Quayle, Merril <mquayle@pocatello.gov>
Subject: RE: SPRC 1/30/24

Good afternoon. I am trying to cram my thoughts and notes into a suitable memo. It has been awhile since I sent a development memo so do you have one that I can copy the formatting of or am I overthinking this? Also when is the P&Z hearing on this? Thinking that I might want to attend and sit quietly in the back.

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 4:02 PM
To: Neville, Mike <mneville@pocatello.gov>
Subject: RE: SPRC 1/30/24

Thanks Mike – As a friendly reminder please submit any comments/conditions/analysis regarding the Hospital View Traffic study preferably in a Memorandum by Tuesday next week 2/6. Thanks in advance.

Matthew G.

From: Neville, Mike <mneville@pocatello.gov>
Sent: Tuesday, January 30, 2024 10:48 AM
To: Lewis, Matthew <mlewis@pocatello.gov>; Quayle, Merril <mquayle@pocatello.gov>
Subject: RE: SPRC 1/30/24

Good morning. I have management class this afternoon so I won't be able to attend. My only concern with this is the Note 5 "Maintain existing exit to S 5th ave". It is currently a single lane exit only approach so "maintaining" would keep it at that single exit only. I would not be in favor of them modifying it to be larger and possibly bi-directional approach. It is too close to the two other driveway approaches in front of the building to meet our guidelines.

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 10:34 AM

ATTACHMENT B

CONTRACT ZONING AREEMENT

Instrument # 22303854
Bannock County, Pocatello, Idaho
04/24/2023 02:58:20 PM No. of Pages: 6
Recorded for: CITY OF POCATELLO
Jason C. Dixon Fee: $0.00
Deputy: jbrower

CONTRACT ZONING AGREEMENT

THIS AGREEMENT is entered into to be effective the 24th day of April, 2023, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City"; and JG Ventures LLC, hereinafter referred to as "the Owner";

WHEREAS, the Owner has made request to the City of Pocatello to rezone by contract approximately 8.75 acres of land to RCP, of which 3.8 acres of the 8.75 acres is a contract rezone, and is located in the 700 block of Hospital Way, Pocatello, and more particularly described on the attached Exhibit "A", from Residential Low Density (RL) to Residential Commercial Professional (RCP), under the terms of the City's contract zoning ordinance, and;

WHEREAS, the Owner's proposal was reviewed by the Planning and Zoning Commission and public comment was taken at a hearing before the City Council; and

WHERAS, based upon the representations heard at the public hearings by both the public at large and the Owner, the City Council has agreed to the rezoning of said land within the City of Pocatello, Idaho, subject to the execution of and compliance with a contract zoning agreement;

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

1. That approximately 8.75 acres of land described in Exhibit A be rezoned by the City from Residential Low Density (RL) to Residential Commercial Professional (RCP) by means of a zoning ordinance duly passed and adopted on December 1, 2022, Ordinance No. 3114, conditioned on and subject to execution of this Agreement.

2. That the rezoning of the land described below is solely for the uses set out in this Agreement, and that any owner(s), co-owner(s), developer(s), agent(s) of owner or developer, assignee(s) of owner(s) or developer(s) and all subsequent owners or developers of the real property that is encumbered by this Agreement shall comply with all conditions, terms, obligations, and duties contained in this Agreement, as well as the following conditions:

a. The subject 8.75 acres parcel shall be given a zoning designation of Residential Commercial Professional (RCP), which is consistent with the Mixed Use (MU) designation of the Comprehensive Plan Map and PMC 17.01.130, "Plan Designation-Zoning District Conversion Chart".

b. A total of approximately 3.8 acres west of the Sagewood Hills Subdivision shall be limited to twenty-four (24) units per acre.

c. A minimum twenty foot (20') transitional landscape buffer shall be provided abutting and west of the Sagewood Hills Subdivision. The area shall be irrigated consisting of at least one (1) tree one 1.5" in caliper for every 20' of property frontage measured in a linear line north to south. This results in a minimum of forty-seven (47) trees. In addition to the tree's, the buffer area shall consist of vegetation ground cover including, but not limited to, decorative grasses, shrubs or low water ground cover.

d. The maximum height of any multifamily-apartment structures within the 3.8 acres contract rezone area shall not exceed 38'6". No additional ten percent (10%) administrative adjustment shall be permitted beyond the 38'6".

e. Any structure constructed within the 8.75 (+/-) acre parcel shall be of an earth-tone color. Reflective materials shall be prohibited. The developer shall use exterior treatments on the multi-family apartment buildings to break up the façade such as but not limited to awnings, variation in materials and color schemes.

f. The form and content of the contract agreement shall be executed as provided under PMC 17.02.170 J.5.

g. Portions of the site have slopes of fifteen percent (15%) or greater, therefore any future development will be subject to PMC 17.05.140, "Slope Development Standards." A slope analysis and geotechnical report will be required as part of future building permit applications or subdivision of the property.

h. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

i. Any activity requiring a separate development or building permit shall comply with applicable regulations.

3. That the zoning designation of Residential Commercial Professional (RCP) shall be allowed for the following uses:

a. Only residential uses shall be placed within a 3.8 acre area places adjacent to the eastern boundary of the JG Ventures Parcel. This effort is employed to create a land use transition (recommended in the City's comprehensive plan) between the medical commercial complex directly to the west of Owner's parcel and the residential use directly to the east of Owner's parcel. The eastern portion of the RCP zone shall be for residential use to provide a transition between existing uses. (See Condition b. above.) Notwithstanding the above, the foregoing language should not be construed as to limit residential in other parts of the rezone but to only limit the contracted 3.8 acres to residential.

b. Residential density within the 3.8 acres shall be held to twenty-four (24) dwelling units per acre within the contract rezoned 3.8 acres which represents a reduction of twenty percent (20%) from the allowed RCP density (30 dwelling per acres). This reduction in the density of dwelling units across the residential area shall provide a transition to occur. (See Condition b. above.) The remaining acreage is not subject to the conditions of the contract rezoned 3.8 acres.

c. In an effort to increase space between the future and existing residential uses, Owner shall double the required buffer space within the 3.8 acre area as defined in Pocatello Municipal Code 17.05.270.A to twenty feet (20') measured along the eastern boundary inward of Owner's parcel. (See Condition c. above.)

d. Structure height shall be reduced within the 3.8 acres residential use area of the contracted 3.8 acre portion. Owner shall limit the structure height to 38'6"; a reduction of over 10% from the RCP allowed height of 45 feet, Dimensional Standards Table 17.03.600 of the City Code. (See condition d. above). The remaining acreage shall be subject to standard RCP conditions.

4. That upon the notification to the City Council by the Director of noncompliance of this contract-zoning agreement for it proposed use, the City Council will consider the adoption of an ordinance reverting the subject real property to its previous land use zoning district or the zone most appropriate at the that time. If this occurs, Pocatello Municipal Code §§17.02.170 (9) and (10) shall apply.

5. That any standards/regulations not herein noted by applicable to the proposed development shall be strictly adhered to.

6. All applicable Federal and State regulations shall be strictly adhered to.

7. That any activity requiring separate development or building permit shall comply with application regulations.

8. Owner acknowledges and agrees that, in accordance with Pocatello Municipal Code §17.02 and Idaho Code § 67-6511A, failure to comply with the terms of the agreement shall result in a rezoning of the real property to its previous zoning district as Residential Low Density (RL), as existing immediately prior to the passage of the rezoning ordinance.

9. This Agreement and all conditions, terms, duties, and obligations included in said agreement shall be an encumbrance on the real property described herein and all conditions shall run with the land.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives the date and year first above written.

Approved as to form and content:

JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

Wendy Rather for
KONNI R. KENDELL, City Clerk

OWNER:
JG VENTURES, LLC

John Burtenshaw
JOHN A. BURTENSHAW, Member

STATE OF IDAHO)
ss:
County of Bannock)

On this 24th day of April, 2023, 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.

(SEAL)

KONNI R. KENDELL NOTARY PUBLIC COMM. #33547 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in American Falls ID
Commission Expires 3-22-2024

STATE OF IDAHO)
ss:
County of Bonneville)

On this 3rd day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared John A. Burtenshaw, known or proved to me to be a Member of JG Ventures LLC, and acknowledged to me that he executed the foregoing instrument for and on behalf of said limited liability company and that said limited liability company 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)

MIRANDA McKINLAY
COMMISSION NO. 53337
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in Idaho Falls
Commission Expires 10-3-2026

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751429; THENCE SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, (BASIS OF BEARING BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 430.99 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, A DISTANCE OF 944.06 FEET TO THE NORTH 1/16 CORNER ON THE EAST BOUNDARY LINE OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751427, ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20725774; THENCE NORTH 89°53'10" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 440.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY; THENCE NORTH 00°07'48" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY, A DISTANCE OF 777.00 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING; THENCE NORTH 69°36'34" EAST , ALONG A LINE THAT DIVIDES RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING, A DISTANCE OF 476.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.75 ACRES MORE OR LESS

ATTACHMENT C

APPLICATION & PRELIMINARY PLAT

PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 NORTH 7 AVENUE
POCATELLO, IDAHO 83205
PHONE (208)234-6184; FAX (208)234-6586
planning@pocatello.us

PRELIMINARY PLAT APPLICATION

Received Date: 12.1.23 Hearing Date: 1.10.2024 Application #: 23-2982
Staff Assigned: ML Reference #: 1212596807 Receipt Date: 12.4.2023
Pre-App Review: _____

Filing Fee: $565.00 + number of address labels 62 **x $2.00 per label = $** $124.00 **+ Engineering Survey Accuracy Review $250 + the number of lots** 21 **x $25 per lot =** $525.00 **for a Total Due of $** $1,464.00**.**

Applicant/Owner:
Name: JG Ventures, LLC
Address: 5183 EAST 21 SOUTH
City, ST, ZIP: AMMON, ID, 83401
Phone: 435-671-3285
Email: JAKE@HEYWOODDEVELOPMENT.COM

Representative (if applicable):
Name: HORROCKS ENGINEERS
Address: 2194 SNAKE RIVER PARKWAY STE 205
City, ST, ZIP: IDAHO FALLS, ID, 83402
Phone: 208 522 1223
Email: BRYCE.MARSH@HORROCKS.COM

Engineer/Surveyor:
Name: HORROCKS ENGINEERS (BRYCE MARSH)
Address: 2194 SNAKE RIVER PARKWAY STE 205
City, State, Zip: IDAHO FALLS, ID, 83402
Phone: 208 522 1223
Email: BRYCE.MARSH@HORROCKS.COM

Project Information:
Proposed Subdivision Name: HOSPITAL VIEW Is this a replat? ☐ Yes ● No
Zoning: RCP WITH CONTRACT REZONE Comprehensive Plan Designation: MIXED USE
Legal Description & Deed Instrument Number: REFER TO SUBDIVISION GUARANTEE
Location (Section, Township, Range): S. 25, T. 6 S., R. 34. E.
General Location: PROJECT IS LOCATED EAST OF PORTNEUF HOSPITAL ON HOSPITAL WAY
Total Acreage: 13.12 AC Total Number of Lots: 21

TERMS AND CONDITIONS

The approval of this application does not permit the violation of any section of the Building Code or other Municipal Codes.

This application shall not be considered complete, nor will a public hearing date be scheduled, until all required information, identified on the application checklist, has been submitted and verified by City staff.

The applicant or a representative must be present at the scheduled public hearing.

If the applicant is not the legal owner of record of the property, then an Affidavit of Legal Interest, signed by the owner, must be submitted with the application.

I hereby acknowledge that I have read this application and state that the above information is correct and agree to the above terms and conditions.

Signature of Applicant: 

Dated: 12/1/23

Planning & Development Services

PRELIMINARY PLAT SUBDIVISION CHECKLIST

Name of Sudivision: HOSPITAL VIEW Application #: 23-2982

Applicant	City Staff	Requirements
☑	☐	All documents submitted in individual electronic PDF Format

Preliminary Plat Application:

☑	☒	Completed Preliminary Plat Subdivision Application
☑	☐	All fees paid
☑	☒	A Microsoft Excel file containing all of the names and addresses of current property owners within a 300-foot radius of the subject property.
☑	☒	One (1) 18"x24" digital copy of the plat drawn to standards specified in the subdivision ordinance.
☑	☒	Applicant's evidence of ownership (recorded deed). If the applicant is not the owner, then notarized Affidavit of Legal Interest from the owner of record.
☑	☒	Current title report covering the proposed subdivision (within last 30 days). Or letter from original title company certifying there has been no changes from the original title report.
☑	☐	If a replat, a copy of the original subdivision plat.

Drawings: One (1) 18"x24" digital copy

☑	☒	Plat stamped and signed by a professional surveyor licensed in the State of Idaho.
☑	☒	Vicinity map showing relative project location.
☑	☒	Boundaries of the tract with dimensions and phases indicated (if applicable).
☑	☒	Subdivision layout (lots, blocks, streets, alleys, etc.) w/ dimensions and each lot area in square feet.
☑	☒	Description of adjacent lands. (Instrument number and owners name)
☑	☒	North arrow and legible scale with symbols, legend, and date of preparation.
☑	☒	Location of physical encroachments upon the boundaries of the tract (if applicable).
☑	☒	Typical street cross sections showing curbs, gutters, sidewalks, & landscape strips.
☑	☒	Site plan with contours at 2-foot interval showing existing topography, water features, flood-plain, drainage, etc.
☑	☒	The plat shall detail the entire area scheduled for development where the proposed subdivision is only a portion of a larger tract of land intended for subsequent and eventual development.
☑	☒	Rights-of-way, easements and dedications with dimensions and uses identified (proposed and existing).
☑	☒	Street names, location, width, center line bearing and distance.
☑	☒	Utility locations (sewer, water, storm, and utilities).
☑	☒	Storm water drainage (retention/detention) locations and discharge point.
☑	☒	Preliminary drainage calculations (estimated runoff coefficient and detention volume).
☑	☒	If any portion of the property includes slope greater than 15%, a slope analysis must be included, pursuant to Code Section 17.05.140.

Applicant	City Staff	Requirements
☑	☒	A traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook". A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application.

Note: This is not an all inclusive list, but is meant to act as an aid to those who develop in the City.

AFFIDAVIT OF MAILING LIST

1. The undersigned is the applicant or authorized representative of the applicant.

2. The undersigned understands that the City of Pocatello requires the applicant to provide a Microsoft Excel file containing all of the names and addresses of current property owners within a 300-foot radius of the subject property. **The list shall be based on the most current equalized assessment rolls acquired from the Bannock County Assessor's Office.**

3. The undersigned ensures that the persons named, together with their mailing addresses as shown on the project mailing list attached herewith, are all the owners of property situated within 300 feet of the property, as their said names and mailing addresses are set forth on the latest equalized assessment rolls as acquired from the Bannock County Assessor's Office.

4. **The foregoing is true under penalty of perjury.**

Dated: 27Th November, 2023

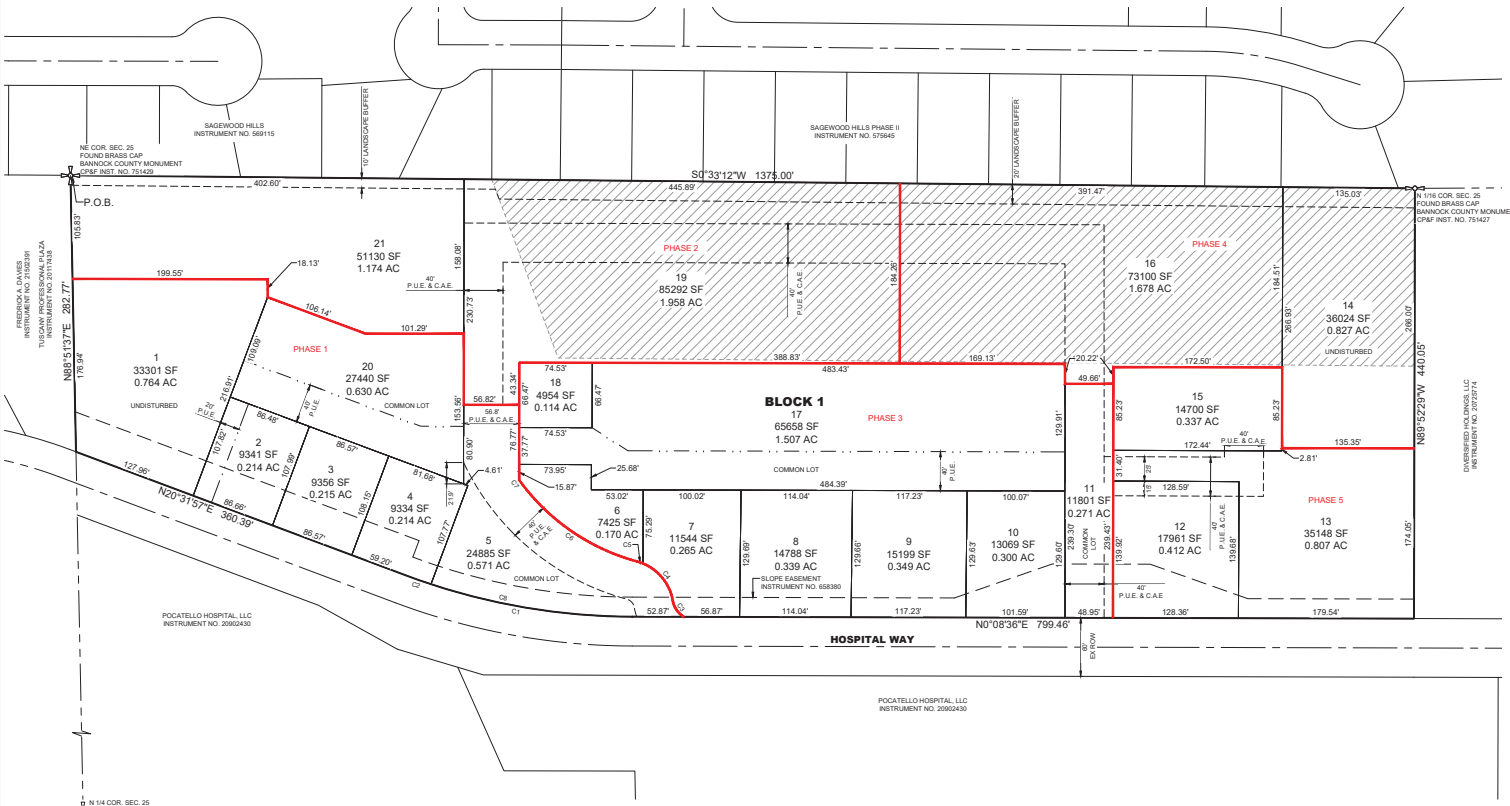
Signature: John Burtenshaw

Name (please print): John Burtenshaw

Mailing Address: 5183 E. 21 South

City: Ammon State: ID Zip 83406

PRELIMINARY PLAT
FOR
HOSPITAL VIEW
LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-



LEGEND

- PLSS CORNER
- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- TIE LINE
- PUBLIC UTILITIES EASEMENT (P.U.E.) & CROSS ACCESS EASEMENT (C.A.E.) WIDTH AS SHOWN
- PUBLIC UTILITIES EASEMENT (P.U.E.)
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT
- C.A.E. CROSS ACCESS EASEMENT
- CONTRACT REZONE (3.8 AC)
- PHASE LINE

OWNERS/DEVELOPERS:
JG VENTURES, LLC
5183 EAST 21 SOUTH
AMMON, ID 83401
PHONE: 435-671-3285
EMAIL: JAKE@HEYWOODEVELOPMENT.COM

ENGINEER/PLANNER
HORROCKS ENGINEERS
BRYCE MARSH, P.E.
2194 SNAKE RIVER PARKWAY
SUITE 205
IDAHO FALLS, ID. 83402
(208) 522-1223

SURVEYOR
CREEK HOLLOW & ASSOC., INC.
CHRISTOPHER ADAMS, PLS
611 WILSON AVE, SUITE 1A
POCATELLO, ID 83201

ACREAGE SUMMARY
TOTAL = 13.12 ACRES

LOT SUMMARY
BUILDABLE LOTS = 15
NON-BUILDABLE LOTS = 6
TOTAL LOTS = 21
AVERAGE BUILDABLE SIZE = 18,989 SF

FLOOD PLAIN
PROPERTY IS ZONED X (HAZARD)
PER FEMA FLOOD PANEL
16005C0356E/16005C0243D
EFFECTIVE DATE: 7/22/20;7/6/09

FIRE DISTRICT
POCATELLO FIRE DISTRICT 1

WATER PROVIDER
CITY OF POCATELLO

SEWER PROVIDER
CITY OF POCATELLO

STORM WATER RETENTION
ALL STORM WATER TO BE DETAINED IN SURFACE OR SUB-SURFACE RETENTION BASINS

ROADWAY JURISDICTION
CITY OF POCATELLO

ZONING
RCP WITH CONTRACT REZONE

NOTES
1. ALL BUILDING SETBACK DISTANCES AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE CITY OF POCATELLO ZONING REGULATIONS.
2. STORM WATER DESIGN SHALL FOLLOW THE PORTNEUF VALLEY STORMWATER DESIGN MANUAL (MAY 2015) AND EACH LOT SHALL BE RESPONSIBLE FOR STORMWATER MITIGATION.
3. ALL INTERNAL ACCESS TO BE PRIVATE.
4. LOTS 5, 11, 17, & 20 ARE COMMON LOTS.
5. LOTS 17 & 20 TO HAVE BLANKET CROSS ACCESS EASEMENTS
6. LOTS 1 AND 14 ARE TO BE UNDISTURBED AND NON-BUILDABLE IN ACCORDANCE WITH 17.05.140: SITE AND BUILDING DEVELOPMENT GUIDELINES.

CONTRACT REZONE SUMMARY
1. REFER TO INSTRUMENT NUMBER 22303854
2. RCP ZONING OF 8.75 ACRES WITH 3.8 ACRES OF CONTRACT REZONE
2.1 DENSITY LIMITED TO 24 UNITS/ACRE
2.2 20' LANDSCAPE BUFFER OF EASTERN PROPERTY LINE.
2.3 MAXIMUM MULTIFAMILY BUILDING HEIGHT OF 38'-6"
2.4 RESIDENTIAL USE

SHEET INDEX

PP1.0 LOT DIMENSIONS
PP1.1 NATURAL FEATURES, UTILITIES, AND TYPICAL SECTIONS
PP1.2 SLOPE ANALYSIS
PP1.3 PRELIMINARY GRADING

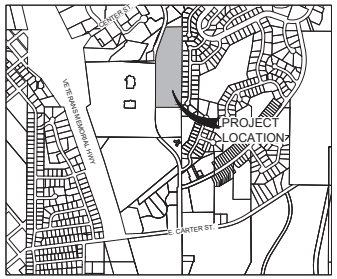
BASIS OF BEARING
CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, BEING MARKED BY BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751429, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAGEWOOD HILLS, INSTRUMENT NO. 569115, AND SAGEWOOD HILLS PHASE II, INSTRUMENT NO. 575645, SOUTH 00°33'12" WEST 1375.00 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 25, BEING MARKED BY A BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751427; THENCE NORTH 89°52'29" WEST 440.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HOSPITAL WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES; (1) NORTH 00°08'36" EAST 799.46 FEET TO A POINT OF TANGENCY WITH A 664.49 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°51'24" EAST; (2) THENCE NORTHEASTLY 236.46 FEET ALONG THE ARC OF SAID 664.49 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°23'21" AND A LONG CHORD THAT BEARS NORTH 10°20'17" EAST 235.22 FEET; (3) THENCE NORTH 20°31'57" EAST 360.39 FEET TO THE SOUTHWEST CORNER OF TUSCANY PROFESSIONAL PLAZA, INSTRUMENT NO. 20117438; THENCE ALONG THE SOUTH LINE OF SAID TUSCANY PROFESSIONAL PLAZA, NORTH 88°51'37" EAST 282.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 13.119 ACRES



VICINITY MAP
SCALE: NTS

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	209.37'	664.49'	18°03'10"	N9°10'11"E	208.50'
C2	27.10'	664.49'	2°20'11"	N19°21'52"E	27.09'
C3	20.86'	24.50'	48°46'53"	S55°33'05"W	20.23'
C4	50.65'	50.50'	57°27'52"	S51°12'35"W	48.55'
C5	6.47'	50.50'	7°20'41"	S18°48'19"W	6.47'
C6	147.48'	219.51'	38°29'42"	N34°22'51"E	144.73'
C7	2.01'	219.52'	0°31'25"	N54°07'49"E	2.01'
C8	209.37'	664.49'	18°03'10"	N9°10'11"E	208.50'

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(208) 522-1223
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REVISIONS
REV# | DATE

DRAWING INFO
DATE: 11/01/2023
DESIGNED: MB/CL/TSB/JM
DRAWN: MB/CL/TSB/JM
CHECKED: LTSB/JM
PROJECT: ID-7940-23

PRELIMINARY
NOT FOR CONSTRUCTION

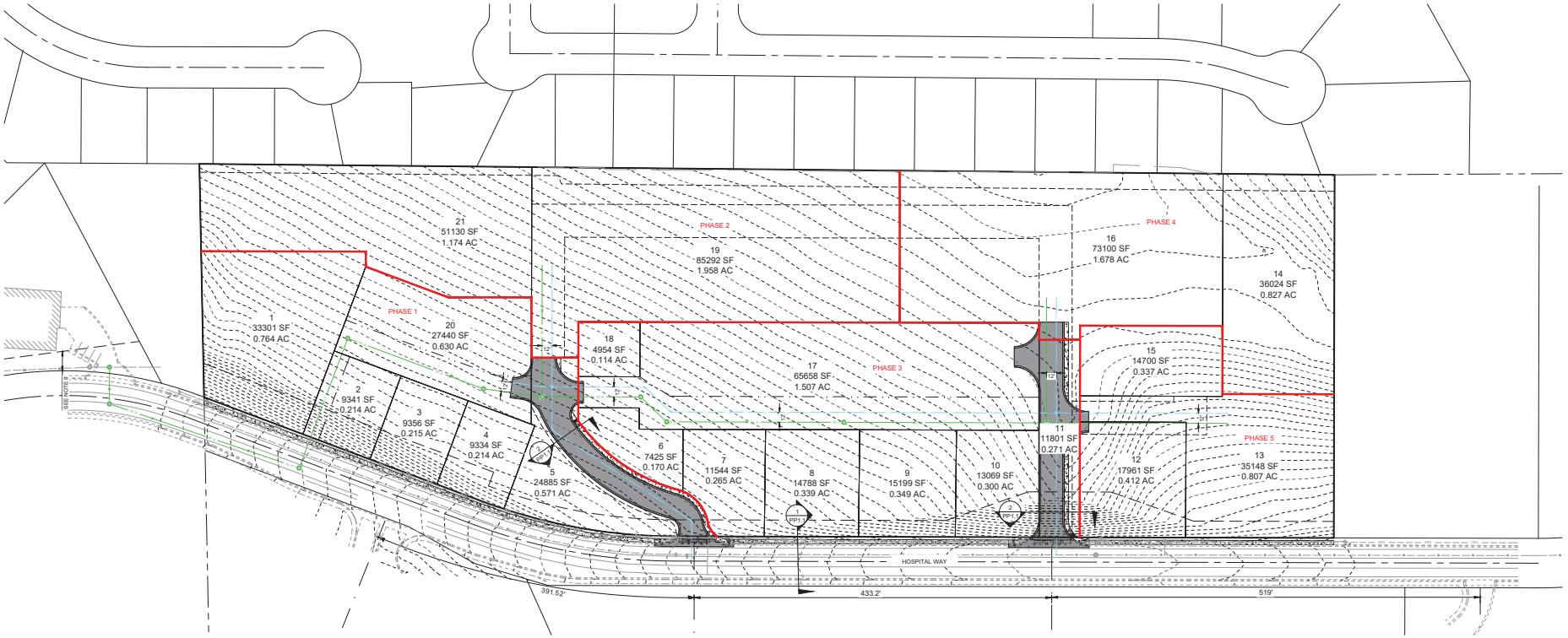
HOSPITAL VIEW
POCATELLO, IDAHO
PRELIMINARY PLAT
LOT DIMENSIONS

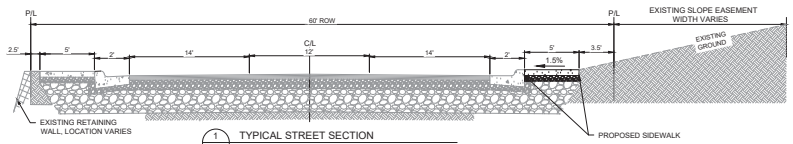
PROFESSIONAL LAND SURVEYOR REGISTERED 12457 PRELIMINARY STATE OF IDAHO CHRISTOPHER ADAMS

PP1.0
PAGE 1

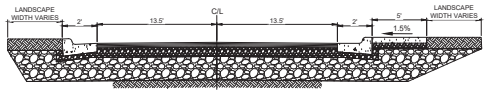
PRELIMINARY PLAT
FOR
HOSPITAL VIEW

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-





1 PP1.1 TYPICAL STREET SECTION
HOSPITAL WAY (EXISTING)
NTS



2 PP1.1 PRIVATE DRIVEWAY
HOSPITAL WAY DEVELOPMENT
NTS

PRELIMINARY PLAN NOTES

1. UTILITIES SHOWN AS APPROXIMATE LOCATION AND INTENDED TO MEET THE DESIGN STANDARDS SET FORTH BY THE CITY OF POCATELLO.
2. SITE IMPROVEMENTS AND UTILITIES ARE SHOWN CONCEPTUAL ONLY. FUTURE SITE IMPROVEMENTS TO BE SHOWN AT TIME OF SITE PLAN.
3. FIRE HYDRANTS TO BE SHOWN AT TIME OF SITE PLAN AND ANTICIPATED TO BE SPACED AT 300' MINIMUM; FIRE HOUSE PULL LENGTHS ANTICIPATED TO BE 400' FOR NON SPRINKLED BUILDINGS AND 600' FOR SPRINKLED BUILDING OR AS IDENTIFIED IN THE APPROPRIATE CODE.
4. SOLID WASTE LOCATIONS TO BE DETERMINED AT TIME OF SITE PLAN AND SHALL BE FRONT LOADED WITH A CLEAR ZONE OF 60'-90'
5. A WATER MODEL WILL BE PERFORMED BY DEVELOPER AT TIME OF SITE DEVELOPMENT FOR CITY'S REVIEW
6. UTILITIES ARE SHOWN CONCEPTUALLY WITH THE ABILITY TO SERVE EACH LOT. FINAL UTILITY LOCATIONS AND ASSOCIATED PUE EASEMENTS WILL BE DETERMINED AT TIME OF SITE PLAN.
7. CONTOURS SHOWN AT 2' MINOR AND 10' MAJOR INTERVALS
8. EXISTING EASEMENT FOR SANITARY SEWER AND OTHER PUBLIC UTILITIES

PRELIMINARY STORM DRAINAGE CALCULATIONS

	BASIN A	BASIN B
DESIGN STORM 50 YR	9.82	3.3
AREA (ACRES)	5	5
TIME OF CONCENTRATION (MIN)	0.77	0.67
WEIGHT C POST	6.82	2.49
ALLOWABLE RELEASE RATE (CFS)		
MINIMUM STORAGE REQUIRED	14179	3589

PREDEVELOPMENT RELEASE RATE

	BASIN A	BASIN B
TIME OF CONCENTRATION (MIN)	12.5	10
C PRE	0.25	0.25
INTENSITY (IN/HR)	2.78	3.01
AREA (AC)	9.82	3.3
Q OUT (CFS)	6.82	2.49

PRELIMINARY STORM DRAINAGE NARRATIVE

STORM WATER TO BE DETAINED ON SITE AND RELEASED AT PRE-DEVELOPMENT RATES IN ACCORDANCE WITH THE PORTNEUF VALLEY STORMWATER DESIGN MANUAL. STORWATER STORAGE TO BE A COMBINATION OF SURFACE AND SUBSURFACE STORAGE BY INDIVIDUAL LOTS TO MEET MINIMUM STORAGE VOLUMES. BASED ON GEOTECHNICAL REPORT STORMWATER IS RECOMMENDED TO BE DETAINED AND RELEASED AT PREDEVELOPMENT RATES TO CONTROL SLOPE INTEGRITY. A STORMWATER MASTER PLAN SHALL BE PREPARED AT THE TIME OF SITE DEVELOPMENT.

PROFESSIONAL ENGINEER LICENSED PRELIMINARY STATE OF IDAHO BRYCE MASON

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REVISIONS		
REV #	DATE	

SEE GENERAL NOTES SHEET

DRAWING INFO	
DATE	11/01/2023
DESIGNED	MB/CL/TSB/JM
DRAWN	MB/CL/TSB/JM
CHECKED	LT/SB/JM
PROJECT	ID-7940-23

PRELIMINARY
NOT FOR CONSTRUCTION

HOSPITAL VIEW
POCATELLO, IDAHO

PRELIMINARY PLAT
NATURAL FEATURES, UTILITIES, & TYPICAL SECTIONS

PP1.1

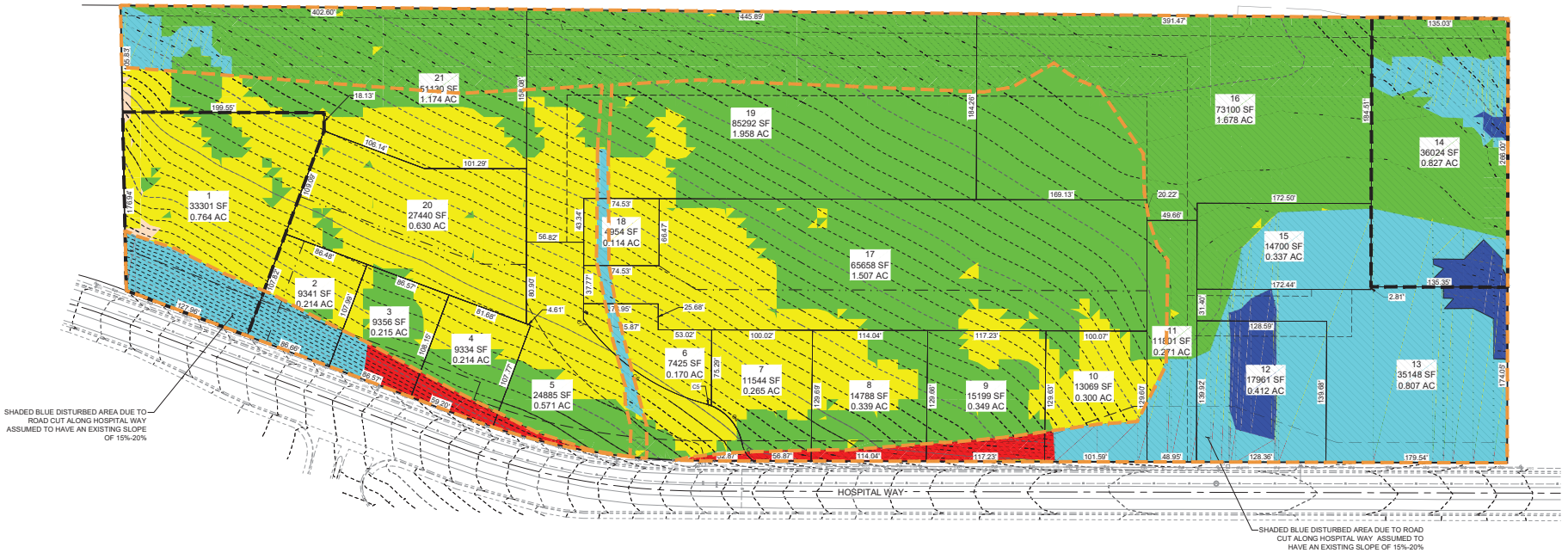
H:\2023\id-7460-23 jb hospital way multi-use\project data\02 CAD\2.03 sheet files\preliminary plat\PP1.1 NATURAL FEATURES & TYP SECTION.dwg - PRELIMINARY PLAT - 12/01/2023 09:07am, tyler.melander

ATTACHMENT D

SLOPE ANALYSIS W/ AERIAL PHOTOGRAPHY

PRELIMINARY PLAT
FOR
HOSPITAL VIEW

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.01%	15.00%	314603.82	
2	15.00%	25.00%	213176.98	
3	25.00%	35.00%	11140.12	
4	35.00%	1000.00%	32515.61	

Existing Disturbed Area Table				
Previous Disturbed Area	Minimum Slope	Maximum Slope	Area	Color
Entire Site	-	-	260,224.91	
Partial Site	0%	14.99%	122,818.47	
Partial Site	15%	24.99%	93,945.71	
Partial Site	25.00%	34.99%	10,945.12	
Partial Site	35.00%	1000%	32,515.61	

Overall Site Area & Impact Disturbance Table	
Total Site Area	13.12 Acres
Previous Disturbed Area	5.97 Acres
To Be Disturbed Area	5.77 Acres
Preserved Area	1.37 Acres

SLOPE ANALYSIS NOTE:

1. THIS SLOPE ANALYSIS WAS DEVELOPED UTILIZING HISTORICAL AERIAL IMAGERY TO IDENTIFY DISTURBED AREA. REFER TO EXHIBIT A , FOR DOCUMENTATION.
2. A MINIMUM OF 1.37 ACRES TOTAL AREA TO REMAIN UNDISTURBED. AREA TO BE COMPRISED OF LOT 1 & LOT 14, AS SHOWN 1.591 ACRES SHOWN FOR REFERENCE. FINAL LOCATION AND LOTS TO BE DETERMINED AT FINAL PLAT AND SHOWN ACCORDINGLY.
3. PRESERVED AREA CALCULATIONS ADHERED TO CODE 17.05.100 SLOPE DEVELOPMENT STANDARDS BY FOLLOWING TABLE 17.05.140. THE PRESERVED AREA IS THE PRODUCT OF SUBTRACTING THE PREVIOUSLY DISTURBED AREA FROM EACH SLOPE BAND MULTIPLIED BY THE CORRESPONDING MAXIMUM PERCENT SITE DISTURBANCE ALLOWED.

LEGEND

PROPOSED UNDISTURBED AREA BOUNDARY

EXISTING DISTURBED AREA BOUNDARY

PROFESSIONAL ENGINEER LICENSED 17316 PRELIMINARY STATE OF IDAHO BRYCE MARSH

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REV# | DATE
1 | 10/11/2023

DRAWING INFO
DATE 01/08/2024
DESIGNED MB/CLT/SB/JM
DRAWN MB/CLT/SB/JM
CHECKED CLT/SB/JM
PROJECT ID-7460-23

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HOSPITAL VIEW
POCATELLO, IDAHO
PRELIMINARY PLAT
SLOPE ANALYSIS

PP1.2

H:\2023\ID-7460-23 JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Preliminary Plat\PP1.2 SLOPE ANALYSIS.dwg - PRELIMINARY PLAT - 1/08/2024 05:36pm, bryce.marsh


EXHIBIT A
APPROX. SUBJECT PROPERTY LOCATION
NETRONLINE 1969


EXHIBIT A
APPROX. SUBJECT
PROPERTY LOCATION
NETRONLINE 1980


EXHIBIT A
APPROX. SUBJECT
PROPERTY LOCATION
NETRONLINE 1993


EXHIBIT A
Google Earth
Image © 2023 Airbus
Hospital Way
APPROX. SUBJECT PROPERTY LOCATION
400 ft
N
GOOGLE EARTH 2023

ATTACHMENT E

TRAFFIC IMPACT STUDY

Executive Summary

SITE LOCATION

The proposed development is located on the east side of Hospital Way in Pocatello, Idaho. There are two proposed accesses onto Hospital Way.

DEVELOPMENT DESCRIPTION

The proposed development is planned to be built out in 2027. The project is expected to build 139 multifamily residential units, medical clinics, general and medical/dental office space, two fast-food restaurants, and a bank.

PRINCIPAL FINDINGS

The following are the principal findings recorded in this report:

- The proposed development is expected to generate 385 trips in the AM peak hour and 442 trips in the PM peak hour.
    - With pass-by trips, it is expected to generate 290 new trips in the AM peak hour and 331 new trips in the PM peak hour.
- The distance from the North Portnuef Hospital Access and the North Development Access and the distance between the South Development Access and South Portnuef Hospital Access meet the *BTPO Access Management Guidelines* for offset spacing on a minor arterial. The distance from the North Development Access to the South Development Access does not meet the *BTPO Access Management Guidelines* for full movement accesses on the same side of a minor arterial. It does meet the required spacing for a collector road may be acceptable with the concurrence of the City of Pocatello.
- In the existing conditions, the study intersections are operating at an acceptable Level of Service (LOS).
- In the 2027 background condition, without the addition of development traffic, the study intersections are operating at an acceptable LOS.
- In 2027 with the addition of the development traffic it is expected that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS E in the PM peak hour.
- There is an existing two-way left-turn lane (TWLTL) that will be used as dedicated left-turn lanes into the proposed development. Right turn lanes are not warranted through 2037.
- In the 2032 background condition, without the addition of development traffic, the study intersections are operating at an acceptable LOS.
- In 2032 with the addition of the proposed development traffic, it is expected that the intersection of Center Street and Hospital Way will operate at LOS F in the AM peak hour and

that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS E in the PM peak hour as an all-way stop-controlled (AWSC) intersection.

- In the 2037 background condition, without the addition of development traffic, it is expected that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS F in the PM peak hour.
- In 2037 with the addition of the proposed development traffic, it is expected that the intersection of Hospital Way and Terry Street will operate at LOS E in the AM and PM peak hours.

RECOMMENDATIONS

Based on the analysis in the report, the following are recommended to mitigate delay:

- To meet the access guidelines for a minor arterial the North and South Development Accesses will need to be spaced 660 feet apart or one of them will need to be a right-in right-out access. Hospital Way currently functions more like a collector road than an arterial, so 435 feet between the proposed accesses may be acceptable with the concurrence of the City of Pocatello. The offset Hospital accesses meet the access guidelines for a minor arterial.
- It is assumed that the TWLTL on Hospital Way will become dedicated left-turn lanes into the proposed project accesses. Right-turn lanes are not warranted through 2037.
- In 2027 without the proposed development traffic, an AWSC intersection, roundabout, or a signalized intersection is recommended at the intersection of Hospital Way and the North Portnuef Hospital Access.
    - With an all-way stop, the northbound approach is expected to operate at LOS E.
    - A signal would be 900 feet away from the signal at Center Street and Hospital Way, which is closer than typically recommended for signal spacing.
- In 2027 with the addition of the development traffic, an all-way stop or a signal is recommended at the intersection of Hospital Way and North Portnuef Hospital Access with the considerations described in the previous bullet.
- By 2032 with the addition of the proposed development traffic, it is recommended that the intersection of Hospital Way and the North Portnuef Hospital Access be upgraded to a signal. It is also recommended that an eastbound free-right movement be added at the intersection of Center Street and Hospital Way.
- By 2037 with the additional traffic, it is recommended that an all-way stop be installed at the intersection of Hospital Way and Terry Street.
    - Both Hospital Way and Terry Street are minor arterials, so an all-way stop may not be an appropriate traffic control. It may be an interim measure while a signal warrant study is being conducted.

- In all of the future scenarios, the 95th percentile queue length should be used to determine the length of storage needed at each intersection. Signal warrant studies should be performed as needed to determine the timing of the proposed signals.

Table E.1 summarizes the recommendations for each scenario. It is assumed that recommendations made in previous scenarios have been implemented in future scenarios. Signal warrant studies should be conducted in the future as the intersections reach unacceptable delays. Recommendations in the scenarios with the proposed development traffic included are as a result of the added traffic from the Hospital Way development and are at least partially the responsibility of the development to mitigate.

Table E.2 shows the percentage of the total 2027 traffic that comes from the Hospital Way development.

Table E. 1-Recommendation Summary

Intersection	Existing	2027		2032		2037	
		Background	with Development	Background	with Development	Background	with Development
Clark Street & 19th Avenue	TWSC	--	--	--		--	--
Center Street & 19th Avenue	TWSC	--	--	--		--	--
Center Street & Hospital Way	Signal	--	--	--	Free Eastbound Right Turn	--	--
Hospital Way & North Portnuef Hospital Access	TWSC	--	AWSC or Signal[1]	--	Signal[2]	AWSC or Signal[3]	--
Hospital Way & South Portnuef Hospital Access	TWSC	--	--	--	--	--	--
Hospital Way & Terry Street	TWSC	--	--	--	--	--	AWSC[3]
Terry Street & 19th Avenue	AWSC	--	--	--	--	--	--
Hospital Way & North Development Access	--	--	--	--	--	--	--
Hospital Way & South Development Access	--	--	--	--	--	--	--

[1]AWSC expected to have movements at LOS E, signal would be 900 feet from Center Street signal.
[2]900 feet from Center Street signal
[3]AWSC at the intersection of minor arterials

Table E. 2-Percent Development Traffic at Buildout (2027)

Intersection	AM Peak Hour	PM Peak Hour
Clark Street & 19th Avenue	1%	1%
Center Street & 19th Avenue	1%	1%
Center Street & Hospital Way	14%	16%
Hospital Way & North Portnuef Hospital Access	18%	21%
Hospital Way & South Portnuef Hospital Access	12%	14%
Hospital Way & Terry Street	13%	13%
Terry Street & 19th Avenue	9%	12%
Hospital Way & North Development Access	30%	34%
Hospital Way & South Development Access	25%	29%

Agenda Item #9

POCATELLO CITY COUNCIL
FINAL PLAT – FAIRMONT PLACE
EXECUTIVE SUMMARY

REQUEST:
Laura-Louise Radke with Sunrise Engineering has submitted a Final Plat to be known as Fairmont Place. The proposal calls for platting of 2.22-acres (more or less) into 13 lots. The property owners of existing residences (proposed Lots 1-7 & 11) are part of the application submitted on behalf of Cody Christensen basically to clean-up discrepancies in property lines. Staff finds that the Final Plat is in substantial conformance to the Preliminary Plat as reviewed and recommended by the Planning & Zoning Commission.

RECOMMENDATION:
In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the Preliminary Plat following a public hearing which was held on May 11, 2022 finding the application meets the standards for approval under Municipal Code Section 16.20.050.

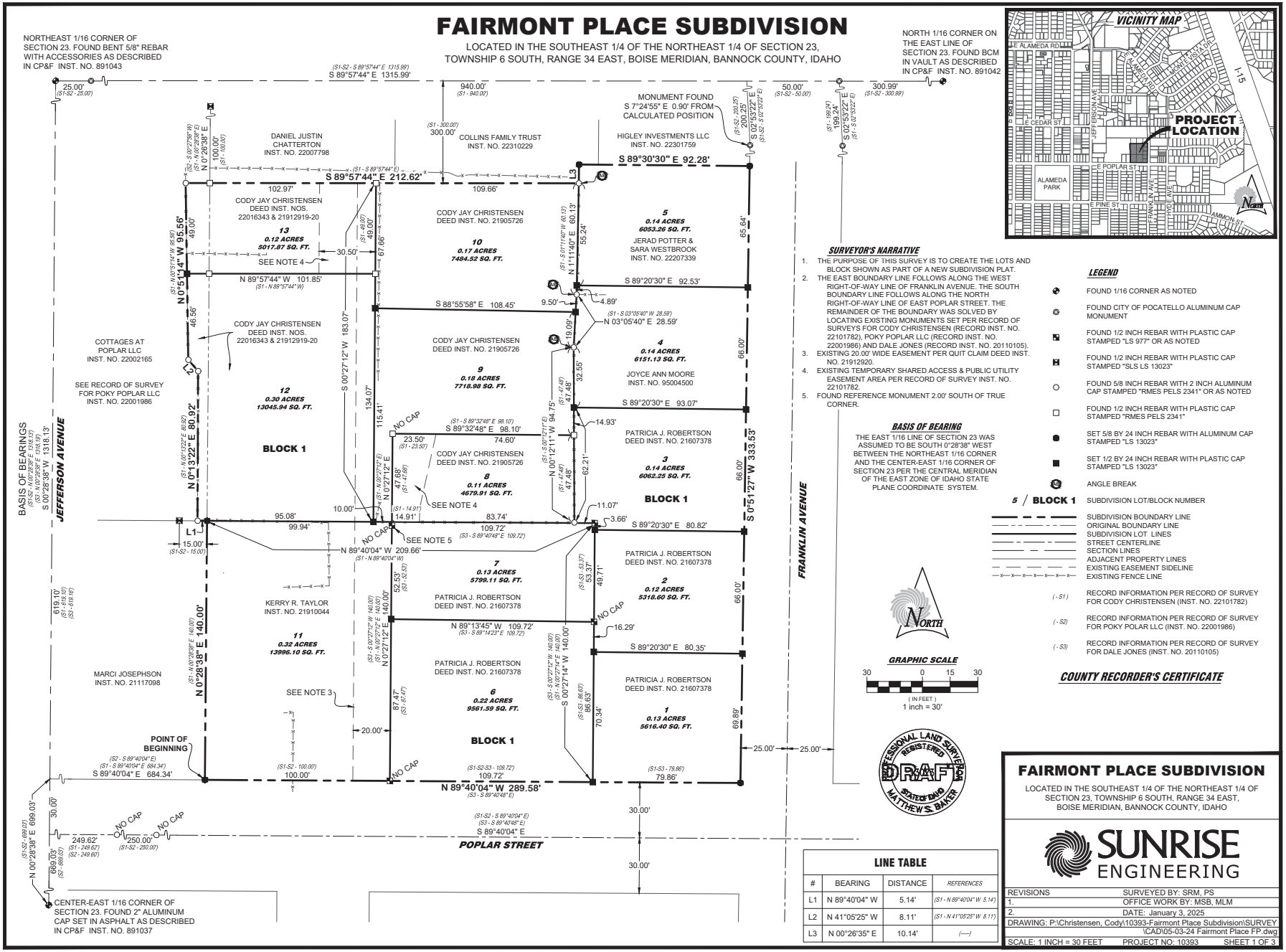
ATTACHMENTS:
a. Final Plat – Fairmont Place
b. Public Works Memorandum
c. Planning & Zoning Commission Findings of Fact
d. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

FINAL PLAT – FAIRMONT PLACE

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO CREATE THE LOTS AND BLOCK SHOWN AS PART OF A NEW SUBDIVISION PLAT.
2. THE EAST BOUNDARY LINE FOLLOWS ALONG THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE. THE SOUTH BOUNDARY LINE FOLLOWS ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST POPLAR STREET. THE REMAINDER OF THE BOUNDARY WAS SOLVED BY LOCATING EXISTING MONUMENTS SET PER RECORD OF SURVEYS FOR CODY CHRISTENSEN (RECORD INST. NO. 22101782), POKY POPLAR LLC (RECORD INST. NO. 22001986) AND DALE JONES (RECORD INST. NO. 20110105).
3. EXISTING 20.00' WIDE EASEMENT PER QUIT CLAIM DEED INST. NO. 2912920.
4. EXISTING TEMPORARY SHARED ACCESS & PUBLIC UTILITY EASEMENT AREA PER RECORD OF SURVEY INST. NO. 22101782.
5. FOUND REFERENCE MONUMENT 2.00' SOUTH OF TRUE CORNER.

BASIS OF BEARING

THE EAST 1/16 LINE OF SECTION 23 WAS ASSUMED TO BE SOUTH 0°28'38" WEST BETWEEN THE NORTHEAST 1/16 CORNER AND THE CENTER-EAST 1/16 CORNER OF SECTION 23 PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM.

LEGEND

- FOUND 1/16 CORNER AS NOTED
- FOUND CITY OF POCATELLO ALUMINUM CAP MONUMENT
- FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "LS 977" OR AS NOTED
- FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "SLS LS 13023"
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341" OR AS NOTED
- FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341"
- SET 5/8 BY 24 INCH REBAR WITH ALUMINUM CAP STAMPED "LS 13023"
- SET 1/2 BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "LS 13023"
- ANGLE BREAK
- 5 / BLOCK 1 — SUBDIVISION LOT/BLOCK NUMBER
- SUBDIVISION BOUNDARY LINE
- ORIGINAL BOUNDARY LINE
- SUBDIVISION LOT LINES
- STREET CENTERLINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- EXISTING EASEMENT SIDELINE
- EXISTING FENCE LINE
- (- S1) RECORD INFORMATION PER RECORD OF SURVEY FOR CODY CHRISTENSEN (INST. NO. 22101782)
- (- S2) RECORD INFORMATION PER RECORD OF SURVEY FOR POKY POLAR LLC (INST. NO. 22001986)
- (- S3) RECORD INFORMATION PER RECORD OF SURVEY FOR DALE JONES (INST. NO. 20110105)

GRAPHIC SCALE

30 0 15 30

(IN FEET)

1 inch = 30'

LINE TABLE

#	BEARING	DISTANCE	REFERENCES
L1	N 89°40'04" W	5.14'	(S1 - N 89°40'04" W 5.14')
L2	N 41°05'25" W	8.11'	(S1 - N 41°05'25" W 8.11')
L3	N 00°26'35" E	10.14'	(----)

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

COUNTY RECORDER'S CERTIFICATE

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: SRM, PS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: January 3, 2025
DRAWING: P:\Christensen, Cody\10393-Fairmont Place Subdivision\SURVEY \CAD\05-03-24 Fairmont Place FP.dwg	
SCALE: 1 INCH = 30 FEET	PROJECT NO: 10393 SHEET 1 OF 3

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE, THE OWNERS, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF, WE, THE OWNERS, DO HEREUNTO SET OUR HANDS.

_____
CODY JAY CHRISTENSEN (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED CODY JAY CHRISTENSEN, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE, THE OWNERS, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF, WE, THE OWNERS, DO HEREUNTO SET OUR HANDS.

_____
JOYCE ANN MOORE (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED JOYCE ANN MOORE, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE, THE OWNERS, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF, WE, THE OWNERS, DO HEREUNTO SET OUR HANDS.

_____ _____
JERAD POTTER (OWNER) SARA WESTBROOK (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED JERAD POTTER, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED SARA WESTBROOK, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE, THE OWNERS, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF, WE, THE OWNERS, DO HEREUNTO SET OUR HANDS.

_____
PATRICIA J. ROBERTSON (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED PATRICIA J. ROBERTSON, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE, THE OWNERS, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY.

IN WITNESS WHEREOF, WE, THE OWNERS, DO HEREUNTO SET OUR HANDS.

_____
KERRY R. TAYLOR (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____

ON THIS_____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____,
A NOTARY PUBLIC, PERSONALLY APPEARED KERRY R. TAYLOR, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

COUNTY RECORDER'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO MATTHEW S. BAKER
DRAFT 12/20/24

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: SRM, PS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: January 2, 2025
DRAWING: P:\Christensen, Cody\10393-Fairmont Place Subdivision\SURVEY \CAD\05-03-24 Fairmont Place FP.dwg	
	PROJECT NO: 10393 SHEET 2 OF 3

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 23, BEING MARKED BY A 2" ALUMINUM CAP AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 891037;

THENCE NORTH 00°28'38" EAST, FOLLOWING ALONG THE EAST 1/16 LINE OF SECTION 23, A DISTANCE OF 699.03 FEET;

THENCE SOUTH 89°40'04" EAST, LEAVING SAID EAST 1/16 LINE OF SECTION 23 AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST POPLAR STREET, A DISTANCE OF 684.34 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND BELONGING TO MARCI JOSEPHSON (RECORD INST. NO. 21117098), ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF EAST POPLAR STREET AND FOLLOWING ALONG THE BOUNDARY OF SAID PARCEL OF LAND FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°28'38" EAST A DISTANCE OF 140.00 FEET;
2. NORTH 89°40'04" WEST A DISTANCE OF 5.14 FEET;

THENCE LEAVING SAID PARCEL OF LAND BELONGING TO MARCI JOSEPHSON AND FOLLOWING ALONG THE EAST BOUNDARY OF A PARCEL OF LAND BELONGING TO COTTAGES AT POPLAR LLC (RECORD INST. NO 22002165) FOR THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°13'22" EAST A DISTANCE OF 80.92 FEET;
2. NORTH 41°05'25" WEST A DISTANCE OF 8.11 FEET;
3. NORTH 00°51'14" WEST A DISTANCE OF 95.56 FEET;

THENCE LEAVING THE EAST BOUNDARY OF SAID PARCEL OF LAND BELONGING TO COTTAGES AT POPLAR LLC AND FOLLOWING ALONG THE SOUTH BOUNDARY LINES OF THREE (3) SEPARATE PARCELS OF LAND BELONGING TO DANIEL JUSTIN CHATTERTON (RECORD INST. NO. 22007798), COLLINS FAMILY TRUST (RECORD INST. NO. 22310229) AND HIGLEY INVESTMENTS LLC (RECORD INST. NO. 22301759) FOR THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°57'44" EAST A DISTANCE OF 212.62 FEET;
2. NORTH 00°26'35" EAST A DISTANCE OF 10.14 FEET;
3. SOUTH 89°30'30" EAST A DISTANCE OF 92.28 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE;

THENCE SOUTH 00°51'27" WEST, LEAVING THE SOUTH BOUNDARY LINE OF SAID PARCEL OF LAND BELONGING TO HIGLEY INVESTMENTS LLC AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE, A DISTANCE OF 333.53 FEET;

THENCE NORTH 89°40'04" WEST, LEAVING THE WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST POPLAR STREET, A DISTANCE OF 289.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.22 ACRES, MORE OR LESS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER _____ AND ARE HEREBY MADE A PART OF THE PLAT

CULINARY WATER

THIS SUBDIVISION IS ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: _____ HEALTH DISTRICT SIGNATURE:_____

SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES DESCRIBED IN THE BOUNDARY DESCRIPTION AND SHOWN ON THIS PLAT UPON WHICH THIS CERTIFICATION APPEARS. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET ON THE GROUND AND THAT THE PERTINENT STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.



_____ _____
MATTHEW S. BAKER DATE

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS HAS BEEN APPROVED AND THE DEDICATION ARE HEREBY ACCEPTED BY THE CITY OF

POCATELLO, IDAHO, THIS_____ DAY OF_____, 20____.

_____ _____
BRIAN BLAD, MAYOR KONNI R. KENDELL, CITY CLERK

_____
MERRIL QUAYLE, ENGINEER FOR THE CITY PE NO. 10600

CITY SURVEYOR CERTIFICATE

THIS IS TO CERTIFY THAT I, GERALD V. EVANS, A REGISTERED LAND SURVEYOR, HAVE CHECKED THIS PLAT AND THE COMPUTATIONS SHOWN HEREON AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

_____ _____
GERALD V. EVANS PLS 10342 DATE
POCATELLO CITY SURVEYOR

COUNTY REVIEWING SURVEYOR'S CERTIFICATE

I, _____, A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I

APPROVE THE SAME FOR FILING THIS_____DAY OF_____, 20____.

_____ _____
BANNOCK COUNTY REVIEWING SURVEYOR PLS NO.

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE. I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH _____

_____ _____
JENNIFER CLARK, COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: SRM, PS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: January 2, 2025
DRAWING: P:\Christensen, Cody\10393-Fairmont Place Subdivision\SURVEY \CAD\05-03-24 Fairmont Place FP.dwg	
	PROJECT NO: 10393 SHEET 3 OF 3

ATTACHMENT B

PUBLIC WORKS MEMORANDUM

CITY OF
POCATELLO

Engineering

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MB

Date: May 23, 2025

Re: Fairmont Place – City Council Final Plat (6.5.2025) Application #FP25-0005

The Public Works Departments have reviewed the final plat/construction drawings application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- **A.** After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- **B.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- **C.** Subdivision plat shall conform to all state and local laws and ordinances.
- **D.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **E.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **F.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **G.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **H.** Signed copy of the Permanent Operations and Maintenance (O&M) agreement for stormwater, if stormwater system is to be private. This document will be recorded.
- **I.** The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color

J. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

K. Add note, Easements not depicted: There is an easement for refuse pickup that is within the parking area, specifically for Lots 6-13 of said plat. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Fairmont Place Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

L. Provide all cross access and maintenance easements as needed.

M. Place and "R" restriction on lots 6 and 11 there will be no direct vehicular access allowed from Poplar Street to these lots, except for the shared drive for Lots 6-13 of said plat.

N. It was noted that Idaho Power and other utility companies have existing lines crossing property lines and such within the plat. These existing lines shall be depicted on the plat with easements. If additional information is needed please contact the individual utilities. All new utilities will also need to be covered by easement.

2. Construction Plans/Infrastructure

A. Development Conditions

1. All public and private infrastructure shall be labeled and found within the construction plans, meeting all city and industry standards.
2. Infrastructure within the private property will remain under private maintenance such as parking and access, stormwater, and potable water. The sanitary sewer main line will remain in a easement and under the City of Pocatello jurisdiction for maintenance and access. Potable water meters will be at the right-of-way line as shown. All potable water mainline taps shall be done by the City Water Department at the development expense. The two existing potable water services (1110 and 1132 Poplar Street) shall be exposed and abandon by the city at development expense. Maintenance equipment access shall be provided to all existing sanitary sewer manholes.
3. USPS mail box unites are required for this development. Placement shall meet Federal ADA , USPS, and Pocatello standards and access requirements.
4. Once construction begins and it is found that retaining walls are desired to accommodate building, then said retaining walls shall be designed and submitted to the city for review and approval if over 4-foot in height.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.

2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final approved construction plans. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
3. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.
4. Pond side slopes and embankments shall be designed and constructed per **Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual,** embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.
5. Per **Section 800 Geotechnical and Earthwork of the City of Pocatello Design Principles and Standards**, a building location shall be designed on every lot with a natural slope of fifteen percent (15%) or greater. Structures shall not be permitted on slopes of twenty percent (20%) or greater without a civil site plan stamped by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading**, slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
6. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
7. Record Drawings shall be submitted on Arch D (24" x 36").
8. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.
9. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
10. The construction contractor will need to be bonded with the City of Pocatello for a minimum of $50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars ($25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.

ATTACHMENT C

PLANNING & ZONING COMMISSION FINDINGS
FAIRMONT PLACE PRELIMINARY PLAT

MAY 13, 2022

Instrument # 22208501
Bannock County, Pocatello, Idaho
05/13/2022 08:47:15 AM No. of Pages: 3
Recorded for: BANNOCK COUNTY P&Z
Jason C. Dixon Fee: $0.00
Deputy: vhall

PLANNING & ZONING COMMISSION
FINDINGS OF FACT & DECISION
PUBLIC HEARING MAY 11, 2022

FILE: 22-842

SUBDIVISION:	Fairmont Place
APPLICANT/OWNER:	Cody Christensen; Mariko Anderson; Joyce Ann Moore; Patricia Robertson Kerry Taylor
SURVEYOR/ENGINEER:	Brady Smith, RMES
REQUEST:	Preliminary Plat Subdivision Application
TITLE REPORT:	Title report was submitted and reviewed
LOCATION:	Near the corner of Poplar Street & Franklin Avenue
LOTS/UNITS:	Eight (8) existing residences (5) lots owned by Christensen

I. REQUEST: The request is for preliminary plat approval of a subdivision to be known as Fairmont Place Subdivision. The proposal calls for the platting of 2.22 acres (more or less) into 13 lots. The property owners of the existing residences (proposed Lots 1-7 & 11) are part of the application submitted by Cody Christensen basically to clean-up discrepancies in property lines. Additionally, said parcels are not in a platted subdivision but are described by tax parcels. Christensen is sole owner of parcel RPRPCPP081700 (0.42 acres +/-) as well as parcel RPRPCPP081800 (0.46 acres +/-) who proposes to construct three (3) four (4) plexes. Said parcels are zone Residential High (RH) density which allows multi-family development outright.

II. PUBLIC HEARING: A public hearing was on the evening of May 11, 2022. The applicant's representative provided an overview of the proposal including the reasoning behind adjacent property owner besides Cody Christensen are part of the application. Staff noted that all properties are zoned Residential High density as reiterated the reasoning for the number of applicant's.

III. COMPREHENSIVE PLAN: The Comprehensive Plan Map designates the area for Residential, which is consistent with the RH zoning designation. Staff finds the following Goals, Objectives and Policies from the Comprehensive Plan to be applicable to this application: Housing Goal 1: Encourage development of a wide variety of high-quality housing opportunities that are safe, sanitary, attractive and affordable. Objective 1.1: Encourage development of housing affordable for households of all income levels throughout the community.

IV. NOTIFICATION: All property owners within a 300-foot radius of the subdivision boundary were notified by mail. Notice was published in the Idaho State Journal and a sign was placed near 1146 Poplar. No written correspondence was received.

V. Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			FINDING	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**

			FINDING	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion for Criteria 16.20.050 A-H and the Public Works Memorandum dated, May 4, 2022.
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			FINDING	The property owners of the existing residences (proposed Lots 1-7 & 11) are part of the application submitted by Cody Christensen, basically, to clean-up discrepancies in property lines. Additionally, said parcels are also not in a platted subdivision but are described by tax parcels. Christensen is sole owner of parcel RPRPCPP081700 (0.42 acres +/-) as well as parcel RPRPCPP081800 (0.46 acres +/-) who proposes to construct three (3) four (4) plexes. Said parcels are zone Residential High (RH) density which allows multi-family development outright.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**
			FINDING	**R.O.W. Improvements:** See Public Works Memorandum concerning any R.O.W. improvements. All parcels are in the "built" environment. Water and sewer is available. **Utility Provider & City Department Notice:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on 4/4/22. To date, no comments have been received from the Utility providers receiving notice. **Private Covenants, Restrictions & Conditions:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			FINDING	Municipal Code subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute Of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. The proposed subdivision will not generate 100 or more peak hour trips and is not required as part of the application review.

☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			FINDING	All parcels are accessed via Poplar Street or Franklin Avenue. A majority of structures were constructed in the 1950's in the City of Alameda.
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			FINDING	The Bannock Transportation Planning Organizations (BTPO) future Bicycle and Pedestrian Plan near the site identifies a proposed bicycle route on Franklin Avenue extending to Monte Vista on the north and Idaho State campus on the south. Randolph Avenue is a preferred route versus Jefferson.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			FINDING	Extension of public utilities shall be coordinated with the appropriate agencies with all cost bore by the developer.

VI. DECISION: In consideration of the application, the Commission finds the proposal is compliant with all applicable standards of City Code Section 16.20, with the following conditions attached:

1. All comments contained in the Public Works Memorandum, dated May 4 , 2022, shall be adhered to;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

Krystal Chanda

Krystal Chanda, Chair
Planning & Zoning Commission
Authorized to sign 05/11/2022

STATE OF IDAHO)
ss:
County of Bannock)

On this 13th day of May, 2022, before me, the undersigned, a Notary Public in and for the State, personally appeared Krystal Chanda, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that 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.

Aceline M°Culla

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

ATTACHMENT D

PLANNING & ZONING COMMISSION STAFF REPORT PACKET

May 11, 2022

Planning & Development Services
PLANNING SERVICES NEIGHBORHOOD & COMMUNITY SERVICES
911 NORTH 7TH AVENUE I P.O Box 4169 POCATELLO, IDAH0 83205-4169 208.234.6184 WEB https://www.pocatello.us

PLANNING & ZONING COMMISSION
MEETING MAY 11, 2022
STAFF REPORT

AGENDA ITEM
FILE: 22-842

SUBDIVISION:	Fairmont Place
APPLICANT/OWNER:	Cody Christensen; Mariko Anderson; Joyce Ann Moore; Patricia Robertson Kerry Taylor
SURVEYOR/ENGINEER:	Brady Smith, RMES
REQUEST:	Preliminary Plat Subdivision Application
TITLE REPORT:	Title report was submitted and reviewed
LOCATION:	Near the corner of Poplar Street & Franklin Avenue
LOTS/UNITS:	Eight (8) existing residences (5) lots owned by Christensen
STAFF:	Matthew G. Lewis, M.S. Senior Planner

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is compliant with all applicable standards of City Code 16.20.050, assuming the following conditions are met:

1. All comments contained in the Public Works Memorandum, dated May 4 , 2022, shall be adhered to;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

REQUEST: The request is for preliminary plat approval of a subdivision to be known as Fairmont Place Subdivision. The proposal calls for the platting of 2.22 acres (more or less) into 13 lots. The property owners of the existing residences (proposed Lots 1-7 & 11) are part of the application submitted by Cody Christensen basically to clean-up discrepancies in property lines. Additionally, said parcels are not in a platted subdivision but are described by tax parcels. Christensen is sole owner of parcel RPRPCPP081700 (0.42 acres +/-) as well as parcel RPRPCPP081800 (0.46 acres +/-) who proposes to construct three (3) four (4) plexes. Said parcels are zone Residential High (RH) density which allows multi-family development outright.

COMPREHENSIVE PLAN: The Comprehensive Plan Map designates the area for Residential, which is consistent with the RH zoning designation. Staff finds the following Goals, Objectives and Policies from the Comprehensive Plan to be applicable to this application: Housing Goal 1: Encourage development of a wide variety of high-quality housing opportunities that are safe, sanitary, attractive and affordable. Objective 1.1: Encourage development of housing affordable for households of all income levels throughout the community.

OPTIONAL MOTIONS:

1. **Approval of the Application**: "Motion to recommend approval of the preliminary plat application from Cody Christensen; Mariko Anderson; Joyce Ann Moore; Patricia Robertson & Kerry Taylor for Fairmont Place Subdivision, finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions listed in the staff report.

2. **Denial of the Application**: "Motion to recommend denial of the preliminary plat application from Cody Christensen; Mariko Anderson; Joyce Ann Moore; Patricia Robertson & Kerry Taylor for Fairmont Place Subdivision finding the application does not meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, [insert any additional conditions of denial

ATTACHMENTS:

A. Public Works Memorandum dated May 4, 2022
B. Application and Preliminary Plat
C. Aerial
D. Aerial with Zoning Overlay

Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			Staff Review	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			Staff Review	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion for Criteria 16.20.050 A-H and the Public Works Memorandum dated, May 4, 2022.
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			Staff Review	The property owners of the existing residences (proposed Lots 1-7 & 11) are part of the application submitted by Cody Christensen, basically, to clean-up discrepancies in property lines. Additionally, said parcels are also not in a platted subdivision but are described by tax parcels. Christensen is sole owner of parcel RPRPCPP081700 (0.42 acres +/-) as well as parcel RPRPCPP081800 (0.46 acres +/-) who proposes to construct three (3) four (4) plexes. Said parcels are zone Residential High (RH) density which allows multi-family development outright.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent**

				land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.
			Staff Review	**R.O.W. Improvements:** See Public Works Memorandum concerning any R.O.W. improvements. All parcels are in the "built" environment. Water and sewer is available. **Utility Provider & City Department Notice:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on 4/4/22. To date, no comments have been received from the Utility providers receiving notice. **Private Covenants, Restrictions & Conditions:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			Staff Review	Municipal Code subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute Of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. The proposed subdivision will not generate 100 or more peak hour trips and is not required as part of the application review.
☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			Staff Review	All parcels are accessed via Poplar Street or Franklin Avenue. A majority of structures were constructed in the 1950's in the City of Alameda.
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			Staff Review	The Bannock Transportation Planning Organizations (BTPO) future Bicycle and Pedestrian Plan near the site identifies a proposed bicycle route on Franklin Avenue extending to Monte Vista on the north and Idaho State campus on the south. Randolph Avenue is a preferred route versus Jefferson.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			Staff Review	Extension of public utilities shall be coordinated with the appropriate agencies with all cost bore by the developer.

PUBLIC WORKS MEMORANDUM

ATTACHMENT A

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169
Phone (208) 234-6225 Fax (208) 234-6151

Memorandum

To: Matthew Lewis, Senior Planner
Carl Anderson, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer
Barry Hoch, Engineer Technician

Date: 05-02-2022

Re: Fairmont Place - P&Z Preliminary Plat (05/11/2022)

The Public Works Department has reviewed the preliminary plat application for the above mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

Development Conditions

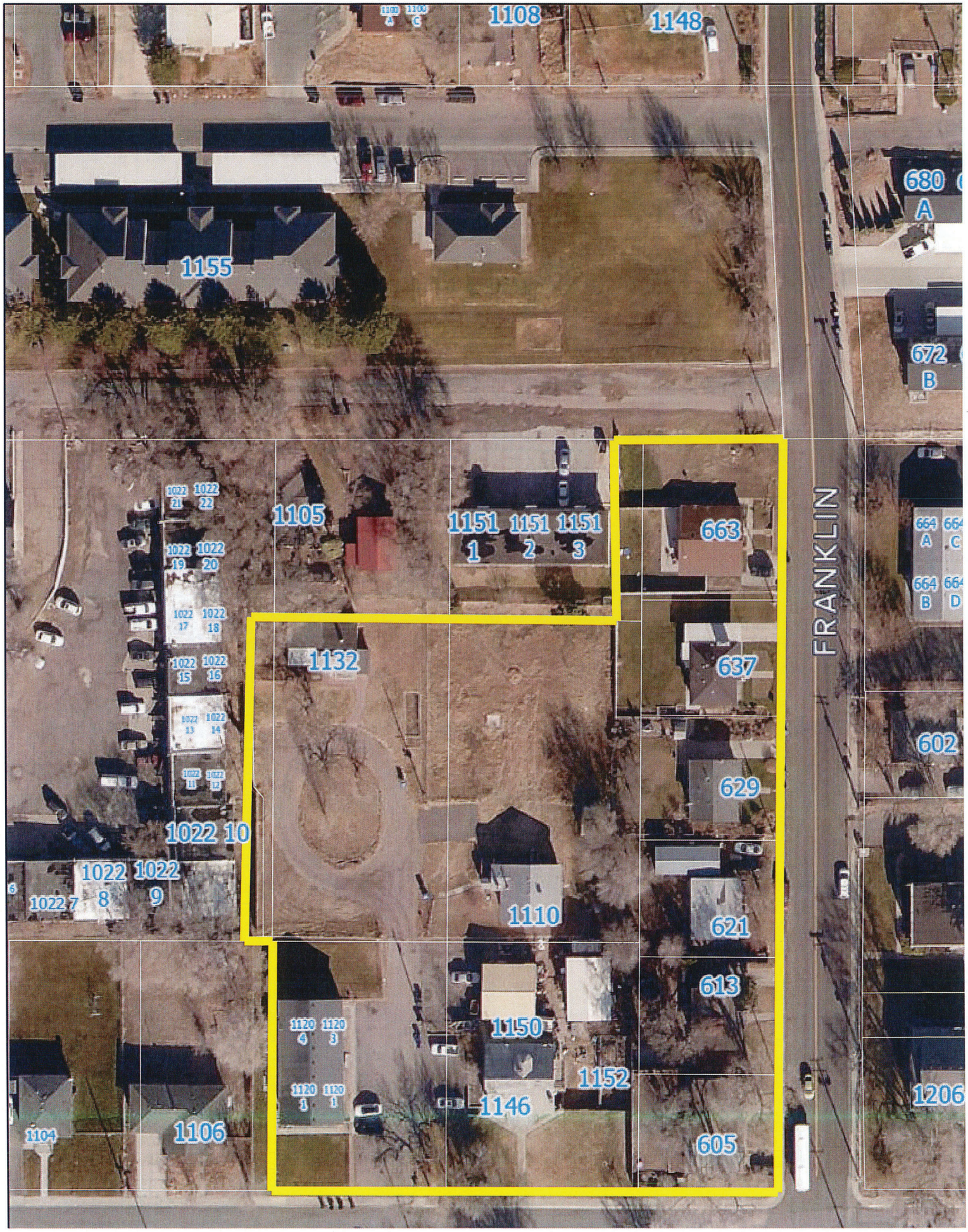
1. It appears that the existing water meter (3/4") for 1120 E. Poplar may interfere with new proposed subdivision water meter(s) and hydrant location. Must be shown on plans.
2. Water services not shown in utility easement near E. Poplar.
3. Spacing of water service taps not shown correctly.
4. Evaluate existing Manhole (M4326) in design to have Manhole in drivable area if possible.

General Conditions

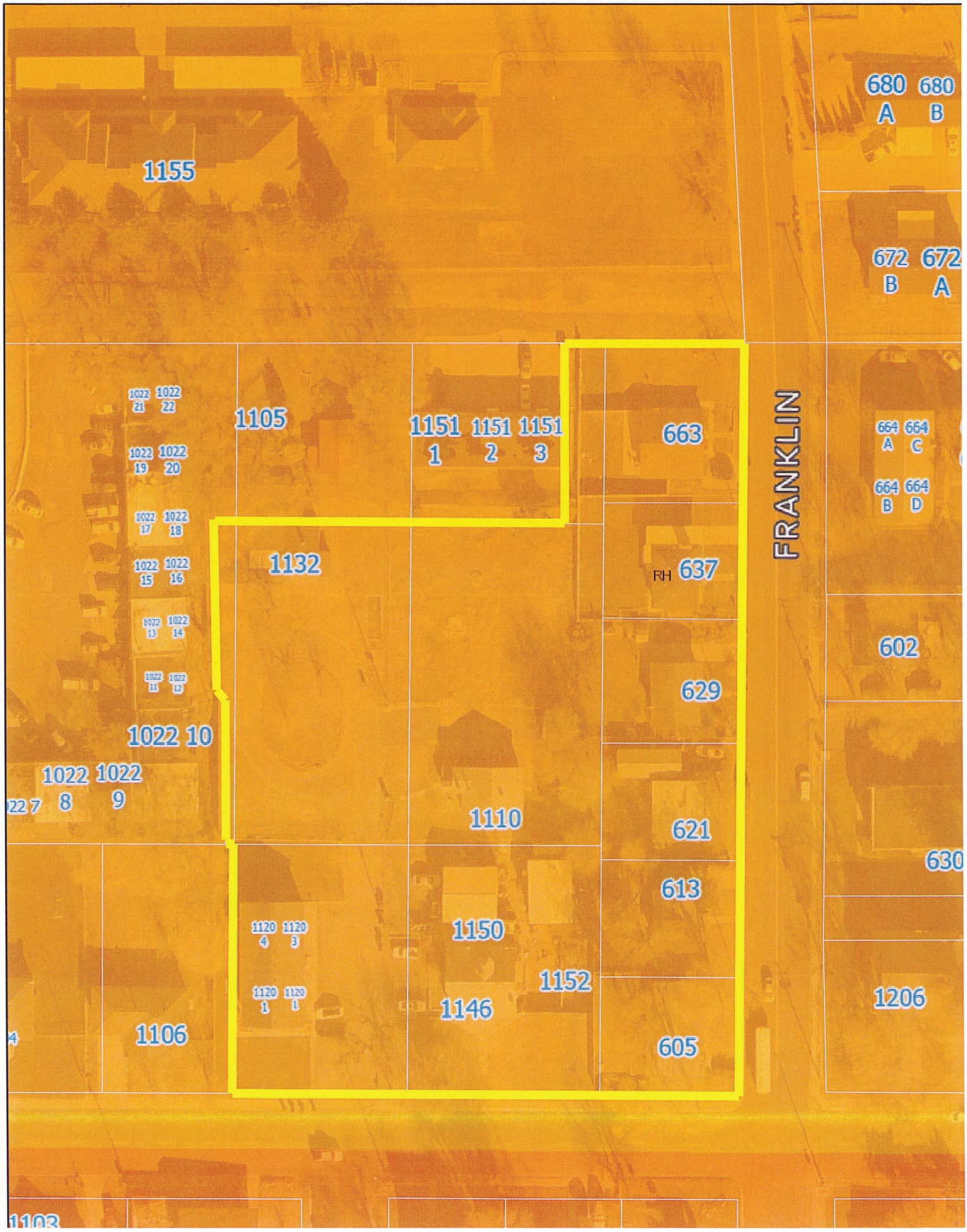
1. One (1) full-sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.

3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the storm water plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current storm water requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. US Mail box units required and location approved by the Post Master and the City of Pocatello.

Pocatello Planning Map



Pocatello Planning Map



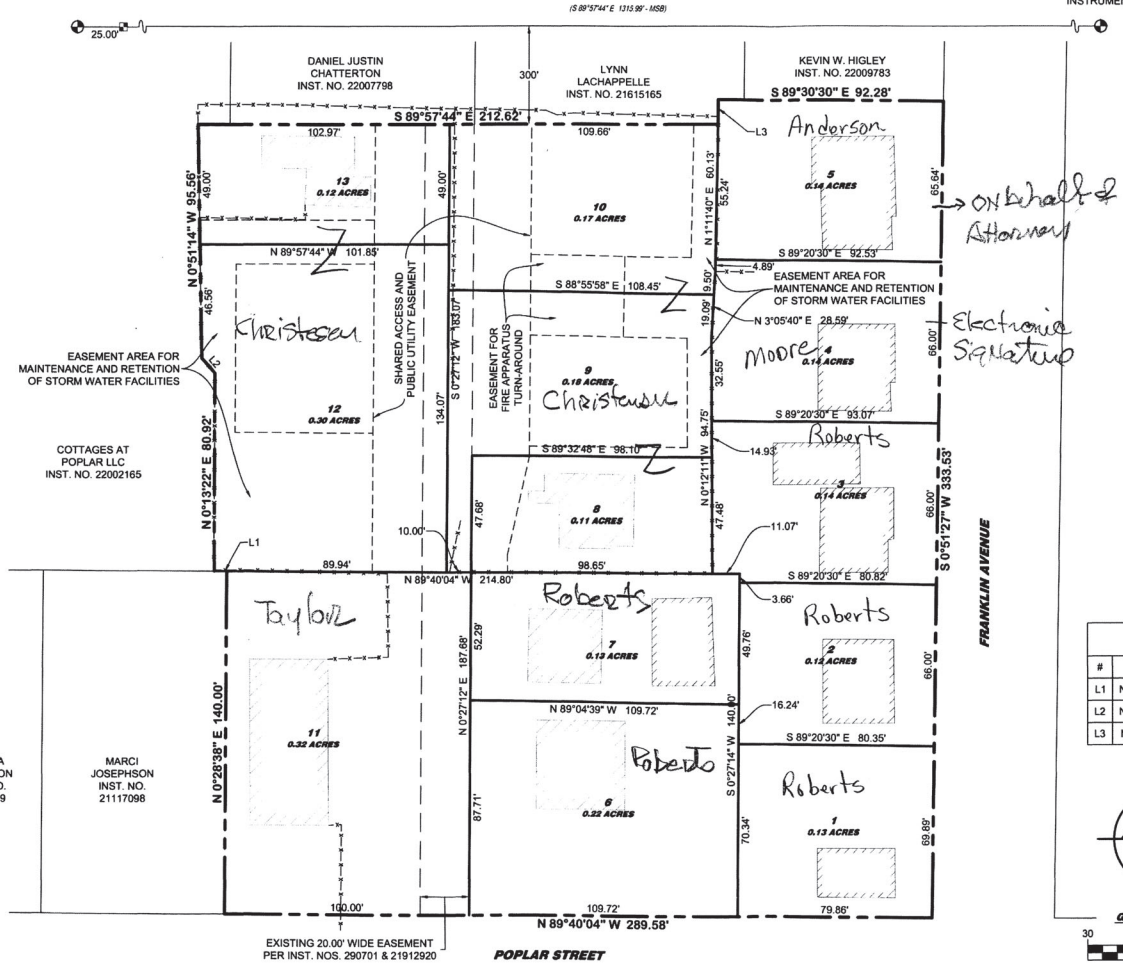
PRELIMINARY PLAT OF:

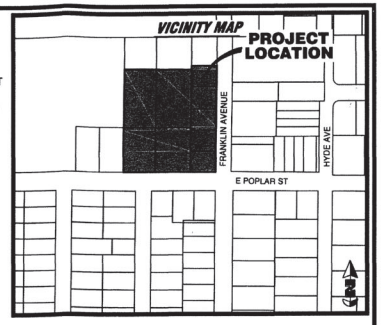
FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

NORTHEAST 1/16 CORNER OF SECTION 23. FOUND BENT 5/8" REBAR WITH ACCESSORIES AS DESCRIBED IN CP&F INSTRUMENT NO. 891043

NORTH 1/16 CORNER ON THE EAST LINE OF SECTION 23. FOUND BANNOCK COUNTY MONUMENT IN VAULT AS DESCRIBED IN CP&F INSTRUMENT NO. 891042





LEGEND

- FOUND 1/16 CORNER AS NOTED
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "PLS 5360" PER RECORDS OF SURVEY INST. NOS. 20911641 & 22000981
- SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "RMES PLS 18971"
- 4 / BLOCK 1 SUBDIVISION LOT / BLOCK NUMBER
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- STREET CENTERLINE
- SECTION LINE
- EASEMENT SIDELINE
- EXISTING EASEMENT SIDELINE

LINE TABLE		
#	BEARING	DISTANCE
L1	N 89°40'04" W	5.14'
L2	N 41°05'25" W	8.11'
L3	N 00°26'35" E	10.14'

NORTH

GRAPHIC SCALE

30 0 15 30

(IN FEET)

1 inch = 30'

DRAFT

PROFESSIONAL LAND SURVEYOR LICENSED STATE OF IDAHO SEAN O'BRIEN

FOR PRELIMINARY USE ONLY

PRELIMINARY PLAT OF:

FAIRMONT PLACE SUBDIVISION

LOCATED IN THE SOUTHHALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

RMES Engineers • Surveyors • Planners

301 56th St. W. #136 • Williston, ND 58801 • (701) 572-0110

600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

www.rmes.biz

REVISIONS	SURVEYED BY: JDK, SRM, PS
1. 7-22-21 SOB	OFFICE WORK BY: AM, SOB
2.	PROJECT NO: 19035 DATE: 5/18/2021
DRAWING: R:\19\CHRISTENSEN, CODY\POPLAR STREET - 19035\DES\	
LAY\05-13-21 FAIRMONT PLACE PREPLAT.DWG	
SCALE: 1 INCH = 30 FEET	SHEET 1 OF 1

POCATELLO FIRE DEPARTMENT

Agenda Item #10

Executive Summary

The Pocatello Fire Department is requesting authorization to apply for the Idaho Fire Chiefs License Plate Grant. This is an annual grant opportunity provided by the Idaho Fire Chiefs through funds received through the Idaho Fire Fighter's License Plate Fund. This grant provides an opportunity to secure $3,000 in funding for the purchase of fire prevention outreach materials. This would include Fire Safety Every Day Fire Truck Paper Cutouts, do your part, be Fire Smart water bottles, fire safety tips heat sensitive pencils, fire prevention pencil toppers, and firefighter lollipops. There is no cost match required. The application deadline is June 27, 2025. Anticipated Award would be in August 2025. Approval of this request will allow the Fire Department to enhance its community fire prevention efforts, contributing to a safer Pocatello.

Respectfully,

Kim Stouse
Community Risk Reduction Specialist
Pocatello Fire Department

408 E Whitman
Fire Station #1
(208) 234-6201
www.pocatello.gov/fire

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 8, 2025

RE: Grant Application

I have reviewed the Idaho Fire Chiefs License Plate Grant Application. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

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

2025 IDAHO FIREFIGHTERS LICENSE PLATE GRANT FUND

Note: Please read ALL of the grant application instructions in entirety at https://idahofirechiefs.org/Grant-Info before completing this for
Grant applications have been rejected for failure to follow the instructions.

Reminder: The legislation for this program states that grants must be used "exclusively for the
fire safety education of firefighters, fire chiefs, and the general public." PLEASE REFER TO THE ALLOWABLE GRANT ITEM CATEGORIES AT
FULL DETAILS.

Deadline for receipt of all application forms is Friday, June 27, 2025.

Please provide the following

Applicant First Name

Last Name

Department/Organization

Address

City

State

Zip Code

Phone

Email

Federal Tax ID/SSN

FDID # (or N/A if none)

Agency Head (Name)

Today's Date

2025 IDAHO FIREFIGHTERS LICENSE PLATE FUND GRANT APPLICATION

1. I have read and agree to the terms of the Grant Information located online at https://idahofirechiefs.org/Grant-

- ○ Yes
- ○ No - Please come back later to complete this form

2. Please provide a brief description of project proposal with justification for how funds will be used "exclusively fo firefighters, fire chiefs, and the general public"

3. **Grant $ requested:**

4. **Does this grant request require Full (100%) FFLP funding:**

- ○ Yes
- ○ No

5. **If not, please describe the matching funds you are contributing, amount and source:**

6. **Are you a past recipient of a FFLP grant?**

- ○ Yes
- ○ No

7. **Year(s) and approximate award amount(s):**

Submit Your Responses **Save and Finish Later**

POSITIVE PROMOTIONS®
1-800-635-2666

Your Cart

Print or Save as PDF

ITEM



Practice Fire Safety Every Day Fire Truck Paper Cutout - Pack of 100

ITEM PA-47V

No Personalization

Qty − 10 +

Unit Price: $30.99 **Setup Fee:** $0.00 **Line Total:** $309.90



Do Your Part, Be Fire Smart! Water Bottle Value Kit

ITEM VP-7456

No Personalization

Qty − 1000 +

Unit Price: $1.99 **Setup Fee:** $0.00 **Line Total:** $1,990.00



Fire Safety Tips Heat-Sensitive Pencil Assortment - Pack of 150

ITEM VP-9720

No Personalization

Qty − 7 +

Unit Price: $42.95 **Setup Fee:** $0.00 **Line Total:** $300.65



Assorted Fire-Prevention Pencil Toppers - Pack of 25

ITEM GN4315E

No Personalization

Qty 35

Unit Price: $5.59 **Setup Fee:** $0.00 **Line Total:** $195.65



Smiley Face Firefighter Lollipop - Pack of 100

ITEM CY-233V

No Personalization

Qty 10

Unit Price: $16.99 **Setup Fee:** $0.00 **Line Total:** $169.90

Order Summary

Merchandise:	$2,966.10
Fee(s):	$0.00
Order Subtotal:	**$2,966.10**

You'll save a total of $856.28 on this order!

Tax and shipping calculated during checkout. Tax collected only for New York residents unless tax exempt. See checkout for details.

Have a Promo Code?

- Promo codes only valid if obtained from an authorized source.

Have a question - Contact Us

AGENDA ITEM NO. 11

TO: Mayor Blad
City Council

FROM: Becky Babb, Planning Manager
Christine Howe, Grants Manager
Jim Anglesey, Long Range Planner

DATE: Meeting of May 1, 2025

RE: Agreement Between City of Pocatello and Stantec Consulting Services, Inc.

The Planning and Development Services Department, under the direction of City Council, determined that a Housing Plan is needed to reflect evolving needs, priorities, resources, and conditions in the city. Additionally, the Housing Plan required an option to draft a Fair Housing Plan, coordinating with the next the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program Consolidated Plan for its Program Years.

The plan includes extensive engagement, data collection, and deliverables. 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 eleven responsive and responsible proposals for the services from: Agnew::Beck, Camoin, Dudek, EcoNorthwest, Everlong, Kimley Horn, Logan Simpson, Place Dynamics, Points Consulting, Redevelopment Resources, and Stantec. The proposals were scored using established evaluation criteria, including an interview of the top three proposals and Stantec Consulting Services, 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 Stantec Consulting Services, Inc.

If you have questions or would like more information about the agreement, please do not hesitate to contact me at becky.babb@pocatello.gov or 208-234-6278.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 29, 2025

RE: Professional Services Agreement

I have reviewed the professional services agreement with Stantec Consulting Services, Inc. I have no legal concerns regarding the Council approving the professional services agreement, and authorizing the Mayor to sign it.

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective June 5, 2025 (the "Agreement Date") by and between:

"Client"

Name:	City of Pocatello		
Address:	PO Box 4169, Pocatello, ID 83205-4169		
Phone:	(208) 234-6278		
Representative:	Becky Babb	Email:	becky.babb@pocatello.gov

"STANTEC"

Name:	Stantec Consulting Services Inc.		
Address:	733 Marquette Ave., Suite 1000, Minneapolis, MN 55402		
Phone:	(612) 712-2006		
Representative:	Erin Perdu	Email:	erin.perdu@stantec.com

Project Name (the "Project"):

Housing Study, Pocatello, ID

This project is to be developed on a stage-by-stage basis where a stage is defined as a development for which a set of detailed engineering drawings is prepared.

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting *ar@stantec.com*.

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

Except for suspension or termination caused by or as a result of Stantec's negligence, the Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. Except for suspension or termination caused by or as a result of Stantec's negligence, the Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus

expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, and with prior approval from the Client, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

VARIATIONS IN DESIGN: Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or $500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such

proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to release Stantec from any claims advanced on account of said reuse or modification.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release Stantec, its officers, employees, consultants and agents from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent, or as required by law.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed

by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

City of Pocatello		**Stantec Consulting Services Inc.**	
	_____		Erin Perdu, Principal
	Print Name and Title		Print Name and Title
Signature	_____	Signature	_____

COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Pocatello

(hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(hereinafter called "Stantec")

EFFECTIVE: June 5, 2025

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Housing study as described in Attachment C.

(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: June 5, 2025

Estimated Completion Date: June 1, 2026

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Stantec will bill the client monthly on a time and materials basis for work performed during that month. Stantec will bill the client actual project costs up to the **not-to-exceed limit of $99,800**.

An eight percent (0%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film and report materials; communications expenses (e.g., faxes, office and cellular/mobile phones, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; permit and examination fees; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services, Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

When Stantec's fees are computed as a percentage of construction costs:

- "Opinion of Probable Cost" is the estimate of the probable construction cost, which will be provided by Stantec during the design phase of the Project, as amended from time to time; and "Cost of Work" is the actual cost of the construction, which is based on the tender amount submitted by the Contractor plus any other construction costs (whether from construction change orders, amendments, unit price/quantity variations, etc.), to the extent related to Services.
- Stantec's initial fee shall be calculated as 0% of the construction value, as set out in this Agreement, based on the initial Opinion of Probable Cost provided by Stantec, and shall be adjusted to the extent that the Opinion of Probable Cost is amended. Stantec's fees shall be further adjusted based on the tender amount submitted by the Contractor, and shall not be reduced by any reduction or discount in the Contractor's price that occurs through negotiation after tender submission.
- It is anticipated that the Cost of Work may be adjusted periodically after submission of the Contractor's tender. If the Cost of Work increases, Stantec's fees will be adjusted as follows: Increases of 10% or more of the last approved fees shall require written approval by the Client. Approval is deemed to be a written acknowledgement via email or in writing that the Client has agreed to the Cost of Work being presented. If the Cost of Work is lower than that estimated in the Opinion of Probable Cost, no written approval is required from the Client to reflect the appropriate reduction in fee.
- Stantec's minimum fees for each phase shall be $0, regardless of whether or not construction has commenced.
- Whenever the Client furnishes material, equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total Cost of Work.

Stantec reserves the right at any time to direct fees and invoices to the Client for builder related work including plot plan approvals, grading inspection, and other services related to the builder program, for which the Client must rely on Stantec to carry out in the subdivision development process.

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

B: Rate Table

C: Scope of services

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Stantec

Pocatello Housing Study – Rate Table

Staff Member	Title	Hourly Rate
Erin Perdu	Principal in Charge	$214
Spencer Cox	Project Manager	$176
Tom Leighton	Housing Strategy	$204
Zoey Sai	Housing Analyst	$152
Joe Polacek	Engagement Specialist	$170
Kristin Baldonado	Urban Planner/GIS	$176
Mike Fuss	Local Liaison	$274

Stantec

Pocatello Housing Study – Scope of Services

Task 1: Project Management and Coordination

1.1: KICK-OFF MEETING WITH CITY STAFF

We will launch the project with a kick-off meeting with the City of Pocatello staff to review the scope and schedule in detail, confirm project goals and expectations, and plan the stakeholder outreach. We will also confirm project management protocols regarding communications, data exchanges, invoicing, etc.

1.2: SITE TOUR

A site tour will be a critical step for our team to become familiar with Pocatello and your local housing context. We will arrange a site tour with City staff, which could be scheduled at the same time as the first round of in-person community meetings.

1.3: ONGOING CITY STAFF COORDINATION

We will set recurring project management meetings with City staff at appropriate intervals to check project progress and report initial findings. These meetings will occur virtually.

Task 2: Community Engagement

2.1: STEERING COMMITTEE

Stantec will meet with the local housing committee three times. The first meeting will be at the project kickoff, the second will be at workshop sessions after the research and analysis phase, and the third to discuss proposed housing solutions. This structure incorporates the committee at key points to include diverse perspectives and feedback into the analysis, strategic recommendations, and report.

2.2: DEVELOPER INTERVIEWS

Stantec will work with the City, steering committee, and third-party sources to identify additional stakeholders and people familiar with the local housing market to understand development activity. Developer and real estate professional interviews will be conducted individually. These meetings yield insights about housing market dynamics and inform us about housing-related programs or initiatives that are already in place. This scope assumes seven individual interviews with key members of the real estate industry.

2.3: COMMUNITY MEETINGS

Stantec will hold community meetings at two points in the study. The first will be at the beginning of the analytical portion of the project and the second after the analytical portion of the report is complete. The first in-person community meetings will focus on understanding housing needs, in particular understanding demand for housing types that may be missing in the community. The first meeting will help community members understand diverse housing types – in particular middle density housing options – that may be unfamiliar in the local market context. The second meeting will communicate results from the study, including identified housing needs and proposed strategies. This will help build public support for strategies identified by the study while surfacing ways to improve the final report's messaging to reflect community needs or concerns.

2.4: COMMUNICATION MATERIALS

Stantec will create content that makes project updates clear for stakeholders and the broader public to easily understand. We will create engaging narrative and graphics for content for press releases, fact sheets, the City's webpage, direct communication for emails or newsletters, and social media posts to communicate housing results to different stakeholders within the community.

Stantec will produce content for press releases, fact sheets, the City's webpage, direct communication for emails or newsletters, and social media posts to increase awareness of the housing study, solicit information from community members, and communicate housing results through diverse media platforms.

2.5: HOUSING SURVEY

Stantec will partner with the City to develop a housing survey to solicit information about housing needs and experiences of the housing market directly from community members. Housing surveys provide qualitative information about the housing market that can be difficult to comprehend from market research or government data alone. Stantec will draft a housing survey, partner with the city to distribute the survey to community members through different media platforms and analyze survey results to ascertain housing needs and gaps.

Task 3: Existing Conditions and Community Analysis

3.1: EXISTING CONDITIONS

Stantec will conduct a comprehensive analysis of the region's zoning codes, regulatory frameworks, municipal infrastructure, site conditions, site development constraints and neighborhood housing typologies. An analysis of development opportunities will complement an evaluation of the city's neighborhoods and current planning documents, identifying areas that may be appropriate for different types of housing development. This detailed analysis will inform strategies to reduce the regulatory cost of housing, while

recommending zoning changes that can induce the development of new housing types, especially middle density housing, missing from recent development. It will also identify strategies for preserving or enhancing affordable housing that reinforce neighborhood character while also inviting investment and new development.

3.2 DEMOGRAPHICS

Stantec will analyze and describe the demographic characteristics of the City of Pocatello's residential population with respect to characteristics such as age and life stages; household and family types; race and diversity; education; income; tenure; housing cost burden; commuting patterns and transit use.

Demographic data will situate the City relative City-identified peer cities, the Pocatello MSA, and the state of Idaho, providing relative comparisons that highlight the specific characteristics of the City. Demographics will contain both snapshots from the most recent public surveys, as well as trend data to understand how the community is changing.

3.2: ECONOMIC BASE

Stantec will describe the region's economic and job base–noting employment trends, industry mix, employment inflow/outflow, and demographic characteristics of people who work in the commuter-shed. Occupational data will be collected based on the industries present, including average annual salaries. Average annual salaries will be juxtaposed with housing affordable to those incomes, focusing on the relationship between economic growth and housing affordability.

Data Sources: Stantec will use various census products and proprietary data sources for the demographic and economic base analyses, including Decennial Census and American Community Survey (ACS) products, OnTheMap, LODES/LEHD data, ESRI Business Analyst, Bureau of Economic Analysis, Bureau of Labor Statistics, FRED, and Replica data.

Task 4: Housing Market Analysis

4.1: DEVELOPMENT TRENDS

Through building permit data, Costar information, rental licensing information (if available), public census products, local parcel data, and information from City staff, Stantec will collect information relevant to the development and preservation of new housing over the last decade. We will illustrate the trendline of housing development by housing types, and project that into the future. Development trends will be contextualized geographically with maps, highlighting both where and why housing is developing where it is.

4.2: MARKET DYNAMICS

Stantec will analyze these data sources and others. We will complement quantitative data with interviews with housing and land developers and real estate market experts that have worked in the region or nearby communities.

Cost-burdened rates by income levels, housing supply relative to total households, and demand for different housing types and price ranges will pinpoint where demand and supply are mismatched.

Stantec will use local building permit records, Costar data, Redfin, Zillow, realtor MLS data, assessor records, and rental licensing information (if available)—supplemented with local knowledge and research interviews—to characterize development trends and market dynamics in the rental and ownership housing market.

Task 5: Housing Inventory

5.1: HOUSING INVENTORY ANALYSIS

The City's existing housing inventory will be analyzed through a series of maps and tables to understand the range and number of housing options. Maps will highlight types of housing, including senior housing developments, affordable housing developments, date of development by decade, housing type (single-family, townhomes, middle-density housing, etc.), and if the data exists, housing conditions.

We will provide a complete tabular inventory of multifamily housing projects of ten or more units that are existing or under development, paying particular attention to any age-restricted senior housing and rent-restricted affordable housing. This dataset will include distinguishing characteristics such as rents, vacancies, and bedroom counts.

Data Sources: Stantec will use two primary information sources for the housing analysis—City or County parcel data and Costar. These data sources will be supplemented by local community knowledge to fill in the information gaps.

5.2 AFFORDABLE HOUSING ANALYSIS

Stantec will conduct a detailed affordable housing analysis. This includes the percentage of units that are considered affordable housing, sales and rent data for the number of units that are at or below Fair Market Rent, the proportion of affordable units by tenure, vacancy data for affordable units relative to other rental units, and turnover rates of affordable ownership housing units compared to other unit sales. Affordable housing will be mapped to show the spatial distribution of affordable housing units in the community.

Task 6: Housing Gap and Needs Analysis

6.1: HOUSING GAP ANALYSIS

To create a supply side model, we will apply statistical modeling to our detailed housing inventory to estimate ownership costs, bedroom counts, home values, and rent rates for every residential property in the City's housing inventory.

To create a demand side model, we will use a unique household-level dataset to categorize and model the City's current household composition by the size and cost of needed housing.

When we align the supply and demand model, we can understand, at a granular level, where housing is under-supplied, at what price points, and what unit size.

6.2: QUALITATITVE CONSIDERATIONS

In addition to the housing gap analysis, we will summarize what we've learned about housing needs through other aspects of the analysis, including stakeholder interviews, the housing survey, and community engagement. We will describe City subpopulations that have housing needs, such as residents in particular life stages, or workforce households needed to support area employers.

This helps add context to quantitative measurements.

6.3: HOUSING NEEDS FORECAST

Based on historical household and employment growth rates and the City's comprehensive plan estimates, Stantec will forecast household growth by income bracket. Adjustments will be made based on potential supply shortages in the rental or ownership market and the existence of substandard housing in the community.

Next, with a total number of target units identified for the next decade, we leverage a housing choice model derived from the Public Use Microdata Sample (PUMS) that simulates the behavior of recent movers in communities similar to Pocatello. This model helps us predict how households in different income brackets will meet their housing needs, including by tenure and unit size.

We then identify the types of housing products that can meet these needs, identifying the range of units at different cost points the market is likely to provide, and the number of units that will likely require public subsidy. This identifies a housing goal to inform strategy.

Task 7: Housing Strategies and Action Plan

7.1: HOUSING STRATEGIES

Based on our analytical findings and identification of housing strategies, as well as input from City staff and steering committee members, we will develop a menu of strategies for consideration—and we will associate those strategies with case studies or best practices from other locations where possible. Strategies may span a broad spectrum of housing development and preservation actions, including:

Regulatory strategies, such as modifications to land use, zoning requirements, or other regulations

Incentives programs, financial, or otherwise

Partnership approaches

Property ownership strategies

Context building actions that increase the attractiveness of the City for new development

Site preparation and positioning

Financial strategies to fund housing development

For each strategy, we will provide a detailed description outlining the need it is intended to address, note any related programs or practices that are already being done in the state or outside the region, identify resources required for implementation, and provide one or more case studies or best practices.

We have an existing Housing Solutions Library from our previous housing study work that will be the source of some candidate housing strategies. Strategies will also originate from the suggestions of the City staff and steering committee members.

7.2 FORM-BASED STRATEGIES

For the strategies related to zoning, we will explore the potential for form-based approaches that can be implemented in the zoning code. We will illustrate these strategies to show examples of how form-based standards can further the goals of the housing study.

Task 8: Housing Study Document

8.1: DRAFT REPORT FOR REVIEW

Stantec will create a draft of the final report that integrates the demographic and economic analysis, housing market analysis, housing inventory, the housing gap and needs assessment, and the strategies menu. Key insights for each segment will be summarized.

The plan document will be designed in an InDesign format to accommodate the heavy use of graphs, charts, tables, and graphic illustrations of form-based principles. The final report will be delivered in editable (InDesign) and pdf formats. A Microsoft Word document can be created as well.

8.2: FINAL REPORT

After collecting and vetting (as needed) the feedback with the City, we will make revisions and issue a final report for official submittal and approval.

8.3: EXECUTIVE SUMMARY

An executive summary will be created that distills key insights from the broader study and presents them in a format intended for general audience consumption and complements the full report.

Task 9: Fair Housing Plan

Task 9.1: COMMUNITY ENGAGEMENT

To conduct the Fair Housing Action Plan, we will expand community participation activities by adding an extra day to in-person site visits. A public meeting will be held at two times to discuss the Analysis of Impediments research and generate an interactive discussion with the general public. Up to four focus groups will be conducted with impacted populations, housing organizations, and lenders explicitly focused on AI issues.

The survey will be developed to ask both housing needs related questions as well as solicit information on housing impediments in the community. Additional time will be budgeted for up to ten additional one-on-one interviews with key stakeholders in the region.

Task 9.2: DATA COLLECTION

Data will also be gathered on existing programs conducted by the City, with existing programs evaluated based on their efficacy.

Community engagement will be complemented by data collection. Additional data will be collected on the number and distribution of households who are likely to experience discrimination. Data will be added on housing accessibility for multi-family units in the inventory segment.

Tasl 9.3: FAIR HOUSING REPORT

An AI report will be generated drawing on the Analysis of Impediments to Fair Housing Choice conducted by the City of Pocatello in 2022. Results from the interviews and data collection will be synthesized into clearly defined impediments to fair housing. Strategies will be developed and recommended based on each identified impediment.

AGENDA ITEM NO. _____

TO: Mayor Blad and City Council Members
FROM: Merril Quayle, P.E., Public Works Development Engineer

DATE: Meeting Date – June 5, 2025
SUBJECT: E. Oak St. Child Pedestrian Safety Improvements 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 D-Co Concrete, LLC. and the City of Pocatello for the E. Oak St. Child Pedestrian Safety Improvements Project subject to Legal Review.

BACKGROUND

The City was awarded and received $250,000.00 in State Funding. That was obtained through the Children Pedestrian Safety (CPS) Program. The project is ready to proceed to the construction phase, and there is no fiscal requirement or match for the project.

The City solicited bids for the E. Oak Street Child Pedestrian Safety Improvements Project on April 29, 2025. Bids were opened for the project on May 13, 2025, with the following result:

M&S Development and Construction, LLC	$251,886.00
Pro Builder, Inc.	$247,315.00
D-Co Concrete, LLC	$237,970.66
Children Pedestrian Safety Grant Funding Available	$250,000.00.

D-Co Concrete is the apparent low bidder. The bid is awarded based on the unit pricing provided for a total contract amount $237,970.66.

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 D-Co Concrete and the City of Pocatello for the Local Children Pedestrian Safety (CPS) Program for the E. Oak Street Child Pedestrian Safety Improvements, City of Pocatello #CPS2024-12 Project.

Attachment

E. Oak St. Child Pedestrian Safety Improvement Plans and Specifications & Contract Documents.

To:	City Council and Mayor
From:	Matt Kerbs, Deputy City Attorney MK
Date:	May 29, 2025
Re:	E. Oak St. Child Pedestrian Safety Improvement Project – Bid Award Recommendation

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I have reviewed the above referenced bid documents and have no legal concerns with Council awarding the bid to D-Co Concrete, LLC, and authorizing the Mayor to sign any contract documents associated with the award. D-Co Concrete was the lowest responsive bid and compliant with all bid requirements and applicable statutes.

City of Pocatello

Bid Schedule - Monte Vista to Pocatello Creek Road Pathway Project

May 13, 2025, City Hall Council Chamber at 2 PM.

Bidders

ITEM No.	ITEM DESCRIPTION	EST QUANTITY UNIT	UNIT	M&S Development			Pro Builders Inc.			D-CO Concrete		
				BID UNIT PRICE	BID PRICE AMOUNT	PROPOSED AMOUNT	BID UNIT PRICE	BID PRICE AMOUNT	PROPOSED AMOUNT	BID UNIT PRICE	BID PRICE AMOUNT	PROPOSED AMOUNT
0201.4.1.D.1	REMOVAL OF CONCRETE	339	SY	$ 44.54	$ 15,099.06	$ 15,099.00	$ 28.00	$ 9,492.00	$ 9,492.00	$ 27.99	$ 9,488.61	$ 9,488.61
0201.4.1.D.2	REMOVAL OF ASPHALT	507	SY	$ 16.00	$ 8,112.00	$ 8,112.00	$ 32.00	$ 16,224.00	$ 16,224.00	$ 27.99	$ 14,190.93	$ 14,190.93
0201.4.1.D.3	REMOVAL OF PAVEMENT MARKINGS	20	SY	$ 137.50	$ 2,750.00	$ 2,750.00	$ 100.00	$ 2,000.00	$ 2,000.00	$ 27.99	$ 559.80	$ 559.80
0201.4.1.E.1	REMOVAL OF CURB AND GUTTER	268	LF	$ 10.00	$ 2,680.00	$ 2,680.00	$ 25.00	$ 6,700.00	$ 6,700.00	$ 27.99	$ 7,501.32	$ 7,501.32
0201.4.1.E.2	REMOVAL OF STORM PIPE	15	LF	$ 110.00	$ 1,650.00	$ 1,650.00	$ 75.00	$ 1,125.00	$ 1,125.00	$ 50.00	$ 750.00	$ 600.00
0201.4.1.F.1	REMOVAL OF INLET	3	EACH	$ 850.00	$ 2,550.00	$ 2,550.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 700.00	$ 2,100.00	$ 2,100.00
0201.4.1.F.2	REMOVAL OF SIGN POST	4	EACH	$ 250.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 1,600.00	$ 1,600.00	$ 500.00	$ 2,000.00	$ 2,000.00
0202.4.1.A.1	EXCAVATION	161	CY	$ 33.00	$ 5,313.00	$ 5,313.00	$ 44.00	$ 7,084.00	$ 7,084.00	$ 35.00	$ 5,635.00	$ 5,635.00
0601.4.1.A.5	12" STORM DRAIN PIPE, SDR 35	93	LF	$ 85.00	$ 7,905.00	$ 7,905.00	$ 88.00	$ 8,184.00	$ 8,184.00	$ 70.00	$ 6,510.00	$ 6,510.00
0602.4.1.C.1	SHALLOW MANHOLE PSD-609	1	EACH	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 9,500.00	$ 9,500.00	$ 9,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
0602.4.1.G.1	30" CATCH BASIN PSD-601	4	EACH	$ 3,800.00	$ 15,200.00	$ 15,200.00	$ 5,400.00	$ 21,600.00	$ 21,600.00	$ 2,500.00	$ 10,000.00	$ 10,000.00
0706.4.1.A.1	STANDARD 3-INCH ROLLED CURB & GUTTER	75	LF	$ 48.00	$ 3,600.00	$ 3,600.00	$ 65.00	$ 4,875.00	$ 4,875.00	$ 55.00	$ 4,125.00	$ 4,125.00
0706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	343	LF	$ 55.00	$ 18,865.00	$ 18,865.00	$ 66.00	$ 22,638.00	$ 22,638.00	$ 55.00	$ 18,865.00	$ 18,865.00
0706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 4" PSD-709	213	SY	$ 158.00	$ 33,654.00	$ 33,654.00	$ 120.00	$ 25,560.00	$ 25,560.00	$ 120.00	$ 25,560.00	$ 25,560.00
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH, PER ISPWC SD-710B	70	SY	$ 183.00	$ 12,810.00	$ 12,810.00	$ 165.00	$ 11,550.00	$ 11,550.00	$ 150.00	$ 10,500.00	$ 10,150.00
0706.4.1.G.1	CONCRETE REPAIR	13	SY	$ 158.00	$ 2,054.00	$ 2,054.00	$ 180.00	$ 2,340.00	$ 2,340.00	$ 150.00	$ 1,950.00	$ 1,950.00
0706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE A	2	EACH	$ 3,800.00	$ 7,600.00	$ 7,600.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
0706.4.1.H.2	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE NO LANDING	1	EACH	$ 3,800.00	$ 3,800.00	$ 3,800.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
0802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I	103	TON	$ 53.00	$ 5,459.00	$ 5,459.00	$ 95.00	$ 9,785.00	$ 9,785.00	$ 50.00	$ 5,150.00	$ 5,150.00
0810.4.1.A.1	1/2" SUPERPAVE HMA SP-3 PSD-301	27	TON	$ 275.00	$ 7,425.00	$ 7,425.00	$ 302.00	$ 8,154.00	$ 8,154.00	$ 155.00	$ 4,185.00	$ 4,185.00
1001.4.1.A.1	SEDIMENT CONTROL	1	LS	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
1006.4.1.C.1	INLET PROTECTION	10	EACH	$ 75.00	$ 750.00	$ 750.00	$ 200.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 15,000.00	$ 15,000.00
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
1104.4.1.A.1	PAVEMENT LINE PAINT	31	SF	$ 100.00	$ 3,100.00	$ 3,100.00	$ 16.00	$ 496.00	$ 496.00	$ 20.00	$ 620.00	$ 620.00
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	216	SF	$ 45.00	$ 9,720.00	$ 9,720.00	$ 22.00	$ 4,752.00	$ 4,752.00	$ 20.00	$ 4,320.00	$ 4,320.00
1105.4.1.A.1	PERMANENT SIGNING	12	SF	$ 210.00	$ 2,520.00	$ 2,520.00	$ 90.00	$ 1,080.00	$ 1,080.00	$ 50.00	$ 600.00	$ 600.00
1105.4.1.C.1	TEEL SIGN POST	44	LB	$ 50.00	$ 2,200.00	$ 2,200.00	$ 12.00	$ 528.00	$ 528.00	$ 50.00	$ 2,200.00	$ 2,200.00
2010.4.1.A.1	MOBILIZATION	1	LS	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 27,000.00	$ 27,000.00	$ 27,000.00
SP-1.1	DOUBLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	3	EACH	$ 6,200.00	$ 18,600.00	$ 18,600.00	$ 8,000.00	$ 24,000.00	$ 24,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00
SP-1.2	SINGLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	2	EACH	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 6,500.00	$ 13,000.00	$ 13,000.00	$ 4,500.00	$ 9,000.00	$ 9,000.00
SP-2 SOD REPAIR (INCLUDE 4" TOPSOIL)	SOD REPAIR (INCLUDE 4" TOPSOIL)	54	SY	$ 55.00	$ 2,970.00	$ 2,970.00	$ 62.00	$ 3,348.00	$ 3,348.00	$ 40.00	$ 2,160.00	$ 2,160.00
			TOTAL		$ 251,886.06	$ 251,886.00		$ 247,315.00	$ 247,315.00		$ 238,470.66	$ 237,970.66
					Actual Price Bid Amount	Proposed Bid Amount		Actual Price Bid Amount	Proposed Bid Amount		Actual Price Bid Amount	Proposed Bid Amount

DOCUMENT 00510
NOTICE OF AWARD

Date of Issuance:

Owner: **City of Pocatello**

Owner's Project No.: **EGC180**

Engineer: **Merril Quayle**

Engineer's Project No.: **07-24-125**

Project: **E Oak Street Child Pedestrian Safety Improvement Project**
Contract Name:

Bidder: **D-Co Concrete, LLC**
Donny N. Flores

Bidder's Address: **2216 Tascile Lane**
Pocatello, ID 83204

You are notified that Owner has accepted your Bid dated _05.13.2025__ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: E Oak Street Child Pedestrian Safety Improvement Project.

The City of Pocatello has secured funding for a project which includes constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained to Greenacres Elementary and through the project site at all times.

The Contract Price of the awarded Contract is $_237,970.66_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Two counterparts of the Agreement, signed by Bidder (as Contractor).

2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:	City of Pocatello
By *(signature)*:	
Name *(printed)*:	Brian C. Blad
Title:	Mayor

Copy: Engineer

DOCUMENT 00550
NOTICE TO PROCEED

Owner:	**City of Pocatello**	Owner's Project No.:	**EGC180**
Engineer:	**Merril Quayle**	Engineer's Project No.:	**07-24-125**
Contractor:		Contractor's Project No.:	
Project:	**E Oak Street Child Pedestrian Safety Improvement Project**		
Contract Name:			
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on Date pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 37 from the date of commencing work for the commencement of the Contract Times, resulting in a date for Substantial Completion of **7.30.2025** and the number of days to achieve readiness for final payment is 50 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **8.13.2025.**

Before starting any Work at the Site, Contractor must comply with the following:
Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
Also, before you may start any Work at the Site, you must:

All SWPPP documentation and any NOI waiting period must be complete prior to commencement of construction activities, if applicable.

Owner:	**City of Pocatello**
By *(signature)*:	
Name *(printed)*:	**Merril Quayle**
Title:	**Public Works Engineer**
Date Issued:	**05.14.2025**

Copy: Engineer

DOCUMENT 00522
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **City of Pocatello** (Owner) and **D-Co Concrete, LLC** (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. The City of Pocatello has secured funding for a project which includes constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained through the project site at all times.

2. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal Requirements ~~Including but not limited to Davis-Bacon wages and Buy American~~.

3. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally E Oak Street in front of Greenacres Elementary School and Hyde Ave 50-feet north of E Oak Street.

4. Contractor is required to notify all property owners of work windows and timelines.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Agreement. (pages 1 to 19, inclusive)
2. Performance bond. (pages 1 to 4, inclusive)
3. Payment bond. (pages 1 to 4, inclusive)
4. General Conditions – EJCDC C-700 (attached)
5. Specifications listed in the Table of Contents.
    a. Special Provisions (pages 1 to 7, inclusive)
6. Drawings as listed on the Drawing Sheet Index. (pages 1 to 11, inclusive)
7. Addenda. (pages __ to __, inclusive)
8. Exhibits to this Contract (enumerated as follows):
    a. Idaho Standard for Public Works Construction (not attached).
    b. City of Pocatello Public Works Design Principles and Standards Appendix A; City of Pocatello Standard Revisions Idaho Standards for Public Works Construction (not attached).
    c. Contractor's Bid consisting of __ pages.
    d. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Contract: (not attached)

   a. Work Change Directives (EJCDC C-940).

   b. Change Orders (EJCDC C-941).

   c. Field Orders (EJCDC C-942).

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Merril B. Quayle, PE Public Works Engineer

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed on or before **7.30.2025** and completed and ready for final payment on or before **8.13.2025.**

~~B. The Work will be substantially completed within ## calendar days after the start of construction and completed and ready for final payment on or before **Date.**~~

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $250 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ _____
Bodily Injury By Disease, each Employee	$ _____

Bodily Injury/Disease Aggregate $ _____

b. Commercial General Liability: Statutory

General Aggregate $ _____

Products - Completed Operations Aggregate $ _____

Personal and Advertising Injury $ _____

Each Occurrence (Bodily Injury and Property Damage) $ _____

c. Automobile Liability herein: Statutory

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:

Each Person $ _____

Each Accident $ _____

Property Damage:

Each Accident $ _____

Combined Single Limit of: $ _____

d. Excess or Umbrella Liability: Statutory

Per Occurrence $ _____

General Aggregate $ _____

e. Contractor's Pollution Liability: Statutory

Each Occurrence $ _____

General Aggregate $ _____

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims 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 shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;

2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. 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.

2. 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 design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

E. All land surveying monuments must be retained and protected at the Contractor's expense.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal 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 Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents,

consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements,

quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within two (2) year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 Contractor, any subcontractor, any supplier, or any individual or entity

directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;
2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

4. 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 Site-

related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents 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.

5. 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.

6. 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.

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

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

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

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 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.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Idaho Code §67-2346 (2)

A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

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

This Contract will be effective on 6/15/2023 (which is the Effective Date of the Contract).

OWNER: City of Pocatello	CONTRACTOR: D-Co Concrete, LLC
By: Brian C. Blad	By: Donny N. Flores
Title: Mayor	Title: Owner
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: Konni R. Kendell	Attest:
Title: City Clerk	Title:
Address for giving notices:	Address for giving notices:
911 N 7th Ave.	
P.O. Box 4169	
Pocatello, Idaho 83205	

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

***NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.*

PROJECT MANUAL

CITY OF POCATELLO
E. OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

CITY OF POCATELLO
BANNOCK COUNTY, IDAHO

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

April 2025

Prepared By
J-U-B ENGINEERS, Inc.
Engineers Surveyors Planners
275 S. 5th Ave, Suite 220
Pocatello, ID 83201

J-U-B Project No. 07-24-125

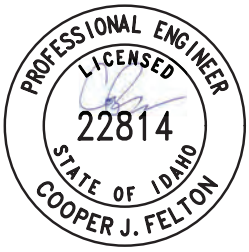
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CITY OF POCATELLO
E OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

April 2025

J-U-B ENGINEERS, Inc.
275 S 5th Ave, Suite 220
Pocatello, ID 83201
208.232.1313



4/01/2025

Professional Engineer's Seal and Signature

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CITY OF POCATELLO
E. OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

J-U-B Project No. 07-24-125

SPECIFICATIONS &
CONTRACT DOCUMENTS

Prepared by

April 2025

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SECTION 1A

BID DOCUMENTS

E Oak Street Child Pedestrian Safety Improvement Project

ADVERTISEMENT FOR BIDS

City of Pocatello
Pocatello, ID
E Oak Street Child Pedestrian Safety Improvement Project

General Notice

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

E Oak Street Child Pedestrian Safety Improvement Project

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 **May 13, 2025** at **2:00 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 constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained through the project site at all times. Bids are requested for the following Contract: E Oak Street Child Pedestrian Safety Improvement Project. The Project has an expected duration of **37** 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. After Thursday, May 8th, 2025, at **12:00 noon** local time, no more questions will be received and no further addenda will be issued.

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 8:00am to 5:00pm, 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

There will be no pre-bid conference for this Project.

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.

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: April 29, 2025 and May 7, 2025.

DOCUMENT 00040
ISPWC - BIDDER'S CHECK LIST

The Bidder's Check List is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. ___ Are all blank spaces filled out on Bid Form?

2. ___ Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?

3. ___ Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Both lump sum and unit prices must be shown in words and figures.

4. ___ Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?

5. ___ Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?

6. ___ Have all other subcontractors, suppliers, individuals or entities as required in the Instructions to Bidders been listed, and in the case of subcontractors, their Idaho Public Works Contractor license number?

7. ___ Have all Addenda been received and acknowledged with the proper signature on the Bid Form?

8. ___ In order for a Bid to be considered, the Bid form, Bid Security, naming of subcontractors form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.

9. ___ Has Bid Security been enclosed?

10. ___ Has Bidder performed examinations in accordance with the Instructions to Bidders?

11. ___ Has Bidder included additional information required in Article 14 of the Instructions to Bidders?

DOCUMENT 00050
NON-COLLUSION AFFIDAVIT

THIS FORM IS TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

STATE OF _____)
:ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ _____, the (sole owner, partner, president, secretary, etc.) party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20___ (SEAL)

_____

Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

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DOCUMENT 00055
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

THIS FORM IS TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

STATE OF _____)
:ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that
(Bidder)

he or she _____ in conformance with Idaho Code 63-15-2;
affiant (is/is not)

states that _____ has paid or secured to the satisfaction of the
(Bidder)

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 _____ day of _____, 20_____.

Signed: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20___ (SEAL)

_____
Notary Public in and for the

County of _____

State of _____

Residing at _____

My Commission expires _____

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DOCUMENT 00060
CERTIFICATION REGARDING LOBBYING

Project Address: E Oak Street Child Pedestrian Safety Improvement Project

Applicable to: **All Contractors and Subcontractors**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. 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.

Date:_____

Signed: _____

Title: _____

DBA:_____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__

_____
Notary Public for Idaho, Residing in Pocatello.
My Commission Expires:_____

Exhibit B - Certification Regarding Lobbying

City of Pocatello Rev. 05/2016

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DOCUMENT 00200
INSTRUCTIONS TO BIDDERS

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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, and which registers plan holders.

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 2.04.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.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **5** days of Owner's request, Bidder must submit the following information:

~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

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

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

E. Other required information regarding qualifications.

3.02 ~~Prospective Bidders must submit required information regarding their qualifications by **[insert deadline for prequalification submittals]**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~

~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

~~C. Prospective Bidder's state or other contractor license number, if applicable.~~

~~D. Subcontractor and Supplier qualification information.~~

E. ~~Other required information regarding qualifications.~~

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

~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

C. Bidder's ~~state or other~~ State of Idaho Public Works contractor license number~~, if applicable~~.

D. Subcontractor and Supplier qualification information.

~~E. Other required information regarding qualifications.~~

3.04 ~~A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.~~ Contractor must have an Idaho Public Works Contractors License prior to signing the Contract pursuant to Idaho Code Title 54, Chapter 19.

3.05 ~~No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.~~

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be conducted for this Project ~~[or]~~

4.02 ~~A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid .~~

4.03 ~~A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.~~

4.04 ~~Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.~~

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. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

~~4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~

~~a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~

~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

~~c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~

~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~

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. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:~~

~~1. **[List of other Site-related documents]**.~~

~~Owner will make copies of these other Site-related documents available to any Bidder on request.~~

~~B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.~~

~~C. The other Site-related documents are not part of the Contract Documents.~~

~~D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.~~

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. It is the responsibility of the Bidder to ~~Bidder is required~~ 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. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.~~

~~C. A Site visit is scheduled for **[designate, date, time and location]**. Maps to the Site will be made available upon request.~~

D. Bidders visiting the Site are required to arrange their own transportation to the Site.

~~E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **[provide contact information]**. Bidder must conduct the required Site visit during normal working hours.~~

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

G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

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 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. **Merril Quayle, PE, mquayle@pocatello.gov**

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 ~~seven~~ [five] 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 **[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 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. **[If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.]** The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

9.03 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 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

11.02 ~~The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:~~

~~A. **[List key categories of the Work. Depending on the Project this might include electrical, fire protection, major equipment items]**.~~

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or

decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05 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. Use *Naming of Subcontractors Form 00440*.

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 ~~*Lump Sum*~~

~~A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.~~

13.02 ~~*Base Bid with Alternates*~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

13.03 ~~*Sectional Bids*~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~

~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~

~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 ~~*Cost-Plus-Fee Bids*~~

~~A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages~~

~~of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~

~~B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~

~~C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

13.05 *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.

13.06 *Allowances*

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 ~~*Price-Plus-Time Bids*~~

~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~

~~B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~

~~C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of **[number]**, but not less than the minimum of **[number]**. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~

~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~

~~E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of~~

~~Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

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 ~~If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be~~

~~disqualified from further bidding on the Work.~~ 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.

16.02 ~~Bids will be opened privately.~~

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.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

~~E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

~~F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages **[or other Owner-designated daily rate]** in dollars per day.~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

18.06 ~~In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.~~

18.07 ~~Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.~~

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—SALES AND USE TAXES

21.01 ~~Owner is exempt from **[name of state]** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. **[number]**). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.~~

ARTICLE 22—CONTRACTS TO BE ASSIGNED

22.01 No contracts to be assigned.

ARTICLE 23—PREVAILING WAGE

23.01 ~~There is prevailing wage (Davis-Bacon wages) for this project. The most current wage determination shall be followed within 14 days of signing the contract.~~

ARTICLE 24—STATE OF IDAHO STATUTORY PROVISIONS

24.01 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.*

DOCUMENT 00410
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

ATTN: City Clerk Konni Kendell

RE: E Oak Street Child Pedestrian Safety Improvement Project

PO Box 4169, Pocatello, ID 83205

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. List of Proposed Suppliers;

D. 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;

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

F. Required Bidder Qualification Statement with supporting data; and

~~G. Supplementary Technical Specification.~~

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

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

UNIT PRICE BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	BID UNIT PRICE	BID PRICE
0201.4.1.D.1	REMOVAL OF CONCRETE	**339**	**SY**		
0201.4.1.D.2	REMOVAL OF ASPHALT	**507**	**SY**		
0201.4.1.D.3	REMOVAL OF PAVEMENT MARKINGS	**20**	**SY**		
0201.4.1.E.1	REMOVAL OF CURB AND GUTTER	**268**	**LF**		
0201.4.1.E.2	REMOVAL OF STORM PIPE	**15**	**LF**		
0201.4.1.F.1	REMOVAL OF INLET	**3**	**EACH**		
0201.4.1.F.2	REMOVAL OF SIGN POST	**4**	**EACH**		
0202.4.1.A.1	EXCAVATION	**161**	**CY**		
0601.4.1.A.5	12" STORM DRAIN PIPE, SDR 35	**93**	**LF**		
0602.4.1.C.1	SHALLOW MANHOLE PSD-609	**1**	**EACH**		
0602.4.1.G.1	30" CATCH BASIN PSD-601	**4**	**EACH**		
0706.4.1.A.1	STANDARD 3-INCH ROLLED CURB & GUTTER	**75**	**LF**		
0706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	**343**	**LF**		
0706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 4" PSD-709	**213**	**SY**		
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH, PER ISPWC SD-710B	**70**	**SY**		
0706.4.1.G.1	CONCRETE REPAIR	**13**	**SY**		
0706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE A	**2**	**EACH**		
0706.4.1.H.2	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE NO LANDING	**1**	**EACH**		

0802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE 1	**103**	**TON**		
0810.4.1.A.1	1/2" SUPERPAVE HMA SP-3 PSD-301	**27**	**TON**		
1001.4.1.A.1	SEDIMENT CONTROL	**1**	**LS**		
1006.4.1.C.1	INLET PROTECTION	**10**	**EACH**		
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	**1**	**LS**		
1104.4.1.A.1	PAVEMENT LINE PAINT	**31**	**SF**		
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	**216**	**SF**		
1105.4.1.A.1	PERMANENT SIGNING	**12**	**SF**		
1105.4.1.C.1	STEEL SIGN POST	**44**	**LB**		
2010.4.1.A.1	MOBILIZATION	**1**	**LS**		
SP-1.1	DOUBLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	**3**	**EACH**		
SP-1.2	SINGLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	**2**	**EACH**		
SP-2	SOD REPAIR (INCLUDE 4" TOPSOIL)	**54**	**SY**		

TOTAL OF ALL BID PRICES	$	-

TOTAL WRITTEN IN WORDS:	

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 solely 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

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 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:

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:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(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: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

DOCUMENT 00430
BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Bid**
Name:	Project *(name and location)*:
Address *(principal place of business)*: **[Address of Owner's principal place of business]**	Bid Due Date: **5/13/25, 2:00 PM**
Bond	
Penal Sum:	
Date of Bond:	

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

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.

DOCUMENT 00440
Naming of Subcontractors Form

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.

Subcontractor Name and Address	Classification	License Number

NOTES TO USER

1. This form must be included for all bids.

DOCUMENT 00445
Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

Name and Address	**Classification**	**License Number(1)**

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

1. Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

SECTION 1B

SUCCESSFUL BIDDER INFORMATION

E Oak Street Child Pedestrian Safety Improvement Project

DOCUMENT 00510
NOTICE OF AWARD

Date of Issuance:

Owner: City of Pocatello | Owner's Project No.: EGC180

Engineer: Merril Quayle | Engineer's Project No.: 07-24-125

Project: E Oak Street Child Pedestrian Safety Improvement Project
Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: E Oak Street Child Pedestrian Safety Improvement Project.

The City of Pocatello has secured funding for a project which includes constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained to Greenacres Elementary and through the project site at all times.

The Contract Price of the awarded Contract is $_____**.** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Two counterparts of the Agreement, signed by Bidder (as Contractor).

2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:	City of Pocatello
By *(signature)*:	
Name *(printed)*:	Brian C. Blad
Title:	Mayor

Copy: Engineer

DOCUMENT 00550
NOTICE TO PROCEED

Owner:	City of Pocatello	Owner's Project No.:	EGC180
Engineer:	Merril Quayle	Engineer's Project No.:	07-24-125
Contractor:		Contractor's Project No.:	
Project:	E Oak Street Child Pedestrian Safety Improvement Project		
Contract Name:			
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on Date pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

> The number of days to achieve Substantial Completion is 37 from the date of commencing work for the commencement of the Contract Times, resulting in a date for Substantial Completion of **7.30.2025** and the number of days to achieve readiness for final payment is 50 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **8.13.2025.**

Before starting any Work at the Site, Contractor must comply with the following:
Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
Also, before you may start any Work at the Site, you must:

All SWPPP documentation and any NOI waiting period must be complete prior to commencement of construction activities, if applicable.

Owner:	City of Pocatello
By *(signature)*:	
Name *(printed)*:	Merril Quayle
Title:	Public Works Engineer
Date Issued:	

Copy: Engineer

DOCUMENT 00522
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Pocatello (Owner) and

(Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. The City of Pocatello has secured funding for a project which includes constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained through the project site at all times.

2. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal Requirements ~~Including but not limited to Davis-Bacon wages and Buy American~~.

3. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally E Oak Street in front of Greenacres Elementary School and Hyde Ave 50-feet north of E Oak Street.

4. Contractor is required to notify all property owners of work windows and timelines.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Agreement. (pages 1 to 19, inclusive)
2. Performance bond. (pages 1 to 4, inclusive)
3. Payment bond. (pages 1 to 4, inclusive)
4. General Conditions – EJCDC C-700 (attached)
5. Specifications listed in the Table of Contents.
    a. Special Provisions (pages 1 to 7, inclusive)
6. Drawings as listed on the Drawing Sheet Index. (pages 1 to 11, inclusive)
7. Addenda. (pages __ to __, inclusive)
8. Exhibits to this Contract (enumerated as follows):
    a. Idaho Standard for Public Works Construction (not attached).
    b. City of Pocatello Public Works Design Principles and Standards Appendix A; City of Pocatello Standard Revisions Idaho Standards for Public Works Construction (not attached).
    c. Contractor's Bid consisting of __ pages.
    d. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Contract: (not attached)

    a. Work Change Directives (EJCDC C-940).

    b. Change Orders (EJCDC C-941).

    c. Field Orders (EJCDC C-942).

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Merril B. Quayle, PE Public Works Engineer

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed on or before **7.30.2025** and completed and ready for final payment on or before **8.13.2025.**

~~B. The Work will be substantially completed within ## calendar days after the start of construction and completed and ready for final payment on or before **Date**.~~

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $250 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ _____
Bodily Injury By Disease, each Employee	$ _____

Bodily Injury/Disease Aggregate $ _____

b. Commercial General Liability: Statutory

General Aggregate $ _____

Products - Completed Operations Aggregate $ _____

Personal and Advertising Injury $ _____

Each Occurrence (Bodily Injury and Property Damage) $ _____

c. Automobile Liability herein: Statutory

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:

Each Person $ _____

Each Accident $ _____

Property Damage:

Each Accident $ _____

Combined Single Limit of: $ _____

d. Excess or Umbrella Liability: Statutory

Per Occurrence $ _____

General Aggregate $ _____

e. Contractor's Pollution Liability: Statutory

Each Occurrence $ _____

General Aggregate $ _____

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims 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 shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;

2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. 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.

2. 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 design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

E. All land surveying monuments must be retained and protected at the Contractor's expense.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal 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 Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents,

consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements,

quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within two (2) year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 Contractor, any subcontractor, any supplier, or any individual or entity

directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

4. 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 Site-

related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents 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.

5. 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.

6. 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.

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

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

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

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 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.

17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

17.08 Idaho Code §67-2346 (2)

A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

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

This Contract will be effective on 6/15/2023 (which is the Effective Date of the Contract).

OWNER: City of Pocatello	CONTRACTOR:
By: Brian C. Blad	By:
Title: Mayor	Title: Owner
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: Konni R. Kendal	Attest:
Title: City Clerk	Title:
Address for giving notices:	Address for giving notices:
911 N 7th Ave.	
P.O. Box 4169	
Pocatello, Idaho 83205	

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

DOCUMENT 00550
NOTICE TO PROCEED

Owner:	City of Pocatello	Owner's Project No.:	EGC180
Engineer:	Merril Quayle	Engineer's Project No.:	07-24-125
Contractor:		Contractor's Project No.:	
Project:	E Oak Street Child Pedestrian Safety Improvement Project		
Contract Name:			
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on Date pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

> The number of days to achieve Substantial Completion is 37 from the date of commencing work for the commencement of the Contract Times, resulting in a date for Substantial Completion of **7.30.2025** and the number of days to achieve readiness for final payment is 50 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **8.13.2025.**

Before starting any Work at the Site, Contractor must comply with the following:
Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.
Also, before you may start any Work at the Site, you must:

All SWPPP documentation and any NOI waiting period must be complete prior to commencement of construction activities, if applicable.

Owner:	City of Pocatello
By *(signature)*:	
Name *(printed)*:	Merril Quayle
Title:	Public Works Engineer
Date Issued:	

Copy: Engineer

DOCUMENT 00610
PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(~~Date of Bond cannot be earlier than~~ 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: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(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 for the performance of the Construction Contract, which is incorporated herein by reference.

2. 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.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. 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;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. 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.

4. 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.

5. 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:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. 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

    5.4. 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.

6. 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.

7. 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:

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

   7.2. 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

   7.3. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Definitions

    14.1. *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.

    14.2. *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.

    14.3. *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.

    14.4. *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.

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

15. 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.

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

DOCUMENT 00615
PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(~~Date of Bond cannot be earlier than~~ 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: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(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.**

DOCUMENT 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Pocatello	Owner's Project No.:	EGC180
Engineer:	Merril Quayle	Engineer's Project No.:	07-24-125
Contractor:		Contractor's Project No.:	
Project:	E Oak Street Child Pedestrian Safety Improvement Project		
Contract Name:			

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

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

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent 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.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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 (email), 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 Contract. 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 the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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 Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *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 Contract Documents.

38. *Site*—Lands or areas indicated in the 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 or areas furnished by Owner which are designated for the use of Contractor.

39.a *Specifications*—The part of the Contract 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.

39.b *Standard Specifications*— Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the Idaho Standards for Public Works Construction which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the 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 Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *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.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the 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 Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer 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 will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, 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.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

   1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

   2. Abnormal weather conditions;

   3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

   4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

   1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

   2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

   3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

   1. The circumstances that form the basis for the requested adjustment;

   2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

   3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

   4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

   5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the

Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such

express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for

any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days

after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

1. <u>The Contractor's scope of work shall include implementation of necessary safety, public health and environmental procedures and requirements relating to sanitary sewage encountered during the work.</u>

2. <u>The Contractor's scope of work shall include necessary safety and environmental requirements for handling and disposal of asbestos pipe removed from service or excavated during the course of the work.</u>

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within

the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent acts or omissions ~~negligence~~.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, 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 Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants 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);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the 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 fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the 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, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. In the event of the Contractor's default on the payment of taxes, excises, and license fees as set forth in Idaho Code 63-1503, the Owner shall have the authority to withhold from any payment due the Contractor under this contract, the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing authorities to which said Contractor is liable.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of the Contractor;

Idaho Code Section 63-1501. Definitions. As used in this act, the following terms shall have the following meanings:

"Contracting units" shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

"Contractor" shall mean any person, firm, co-partnership, association, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

"Taxes" shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes on real property.

"Taxing unit" shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy and collect taxes.

Idaho Code Section 63-1502. Conditions precedent to contract for public works. Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he 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 then due or delinquent.

Idaho Code Section 63-1503. Contractor for public works to pay or secure taxes—Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

1. 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 license fees to which he is liable become payable, agrees:

2. To pay promptly when due all taxes (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal 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;

3. 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; and

4. 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 taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

Idaho Code Section 44-1002 requires the following: The Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed, the Contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

Idaho Code Chapter 19 of Title 54 requires proper licensing of Public Works Contractors.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer

determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for

review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited

only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by Engineer;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the

performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

7.20 *Quality Control*

A. Contractor shall provide quality control, which shall include the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the Contract Documents.

B. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.

Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein 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.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the

exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, ~~under cost-plus-fee,~~ time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those

additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. ~~*Contractor's Fee*~~

~~1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

~~2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.~~

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of

Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final

payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work

completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. 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.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress,

or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. 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 responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten~~ Twenty-one days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. The Contract Price has been reduced by Change Orders;

   i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

   j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

   l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

    a. all documentation called for in the Contract Documents;

    b. consent of the surety, if any, to final payment;

    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

    d. a list of all duly pending Change Proposals and Claims; and

    e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by

Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under

Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure. Such cure must occur within no more than thirty (30) days of said notice unless otherwise extended by the Engineer.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. 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 Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DOCUMENT 00940
WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

DOCUMENT 00941

CHANGE ORDER NO.: [Number of Change Order]

Owner: Owner's Project No.:

Engineer: Engineer's Project No.:

Contractor: Contractor's Project No.:

Project:

Contract Name:

Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____

Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

DOCUMENT 00942
FIELD ORDER NO.: [Number of Field Order]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: ID20240091 02/16/2024

Superseded General Decision Number: ID20230091

State: Idaho

Construction Type: Highway

County: Bannock County in Idaho.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	02/16/2024

* ENGI0370-043 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Blade Operator, Backhoe/Trackhoe/Excavator (3/4 yds- 3 1/2 yds, Front End Loader (over 4 yds to and including 7yds)		
GROUP 6	$ 35.54	16.10
Bulldozer		
GROUP 8	$ 36.14	16.10
Elevating Grader Operator, Backhoe/Trackhoe/Excavator (under 3/4 yds)		
GROUP 5	$ 35.37	16.10
Front End Loader (up to 4yd)		
GROUP 4	$ 35.20	16.10
Grader (Fine), Front End Loader (over 7 yds), Heavy Duty Mechanic		
GROUP 7	$ 35.91	16.10
Roller		
GROUP 3	$ 34.89	16.10

ZONE PAY:
Zone 1 0 - 30 miles: Free
Zone 2 30 - 60 miles: $30.00/per day
Zone 3 More than 60 miles: $35.00/per day

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET
TWIN FALLS: 253 2ND AVE. WEST
POCATELLO: CLARK STREET
IDAHO FALLS: 875 NORTH CAPITAL AVE.

BOOM PAY: All Cranes and Concrete Pump Boom Trucks
100 ft to 150 ft $.15 over scale
150 ft to 200 ft $.30 over scale
Over 200 ft $.45 over scale

LABO0238-035 06/01/2019

	Rates	Fringes
LABORER: Pipelayer	$ 28.48	13.00

Zone Differential (Add to Zone 1 rates): Zone 2 - $2.00

BASE POINTS: Pasco

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office

SUID2013-019 06/17/2013

	Rates	Fringes
CARPENTER (Form Work Only)	$ 26.24	9.48
CARPENTER, Excludes Form Work	$ 23.92	9.84
CEMENT MASON/CONCRETE FINISHER	$ 22.90	11.99
ELECTRICIAN	$ 26.33	11.45
HIGHWAY/PARKING LOT STRIPING: Painter	$ 25.47	9.52
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 19.38	7.63
LABORER: Common or General	$ 19.18	7.65
LABORER: Grade Checker	$ 20.64	7.37
LABORER: Mason Tender - Cement/Concrete	$ 22.34	10.90
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.15	8.20
OPERATOR: Broom/Sweeper	$ 24.34	8.04
OPERATOR: Crane	$ 23.34	9.45

OPERATOR: Forklift.....$ 23.13 9.17

OPERATOR: Oiler.....$ 22.25 6.52

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 24.37 7.11

OPERATOR: Roller (Subgrade).....$ 19.99 7.99

OPERATOR: Screed.....$ 22.30 7.22

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 17.69 4.66

TRUCK DRIVER: Dump Truck.....$ 21.59 10.93

TRUCK DRIVER: Lowboy Truck.....$ 26.61 13.21

TRUCK DRIVER: Oil
Distributor Truck.....$ 23.93 11.27

TRUCK DRIVER: Water Truck.....$ 21.54 12.19

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Exhibit O

Federal Provisions

Appendix A - Contract Provisions

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

2. **Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. *276c*)** - All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States).

   The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. *276a* to a7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. *276a* to a(7) and as supplemented by Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. *327333*)** - Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. *327333*), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

   Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, New Restrictions on Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, Debarment and Suspension and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O.

12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Read more: http://cfr.vlex.com/vid/appendix-part-19-contract-provisions-19940235#ixzz0mX8emxcd

Idaho Tax Commission

WH-5 Public Works Contract Report

Ref. No. (State use only)

Sections 54-1904A and 63-3624(g), Idaho Code, 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

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

Name		Federal EIN
Address		Public works contractor number
City, State, ZIP	☐ LLC ☐ Corporation ☐ Sole proprietorship ☐ Partnership	Amount of subcontract $
Description of work		

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 how sales or use tax was 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	

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.

IDAHO CODE SECTIONS

TITLE 54

PROFESSIONS, VOCATIONS, AND BUSINESSES

CHAPTER 19

PUBLIC WORKS CONTRACTORS

54-1904A. FILING OF NOTICES AND INCOME TAX RETURNS -- PAYMENT OF INCOME TAXES BY CONTRACTORS. Within thirty (30) days after any public works contractor who is required to be licensed pursuant to this chapter has been awarded a contract for construction to be performed within the state of Idaho involving the expenditure of any public moneys, the contract awarding agency shall notify the state tax commission that the contract has been awarded and shall provide to the state tax commission the name and address of the prime contractor. Upon written request of the state tax commission, the prime contractor, within thirty (30) days, shall file with the state tax commission a signed statement showing the date on which such contract was made or awarded, the names and addresses of the home offices of the contracting parties, including all subcontractors, the state of incorporation if the party is a corporation, the project number and a general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the state tax commission. The state tax commission shall forward to the administrator such information from the form as the administrator and the state tax commission agree is necessary for the administrator to fulfill the requirements of section 54-1913, Idaho Code. Every contractor or subcontractor whose name appears on any such notice shall be required to file income tax returns with the state tax commission and to pay all income taxes which may be due thereon pursuant to law for all years in which any public moneys were received by him in connection with any construction work which was performed within the state of Idaho.

TITLE 54

PROFESSIONS, VOCATIONS, AND BUSINESSES

CHAPTER 19

PUBLIC WORKS CONTRACTORS

54-1926. PERFORMANCE AND PAYMENT BONDS REQUIRED OF CONTRACTORS FOR PUBLIC BUILDINGS AND PUBLIC WORKS OF THE STATE, POLITICAL SUBDIVISIONS AND OTHER PUBLIC INSTRUMENTALITIES -- REQUIREMENTS FOR BONDS -- GOVERNMENTAL OBLIGATIONS. Before any contract for the construction, alteration, or repair of any public building or public work or improvement of the state of Idaho, or of any county, city, town, municipal corporation, township, school district, public educational institution, or other political subdivision, public authority, or public instrumentality, or of any officer, board, commission, institution, or agency of the foregoing, is awarded to any person, he shall furnish to the state of Idaho, or to such county, city, town, municipal corporation, township, school district, public educational institution, or other political subdivision, public authority, or public instrumentality, or to such officer, board, commission, institution, or agency thereof, bonds which shall become binding upon the award of the contract to such person, who is hereinafter designated as "contractor":

(1) A performance bond in any amount to be fixed by the contracting body, but in no event less than eighty-five percent (85%) of the contract amount conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof. Said bond shall be solely for the protection of the public body awarding the contract.

(2) A payment bond in an amount to be fixed by the contracting body but in no event less than eighty-five percent (85%) of the contract amount, solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract.

(3) Public bodies requiring a performance bond or payment bond in excess of fifty percent (50%) of the total contract amount shall not be authorized to withhold from the contractor or subcontractor any amount exceeding five percent (5%) of the total amount payable as retainage. Further, the public body shall release to the contractor any retainage for those portions of the project accepted by the contracting public body and the contractors as complete within thirty (30) days after such acceptance. Contractors, contracting with subcontractors pursuant to contract work with a public body, shall not be authorized to withhold from the subcontractor any amount exceeding five percent (5%) of the total amount payable to the subcontractor as retainage. The contractor shall remit the retainage to the subcontractor within thirty (30) days after completion of the subcontract.

Each bond shall be executed by a surety company or companies duly authorized to do business in this state, or the contractor may deposit any of the type of government obligations listed in subsection (2)(h) of section 54-1901, Idaho Code, in lieu of furnishing a surety company performance or payment bond or bonds. In the case of contracts of the state or a

department, board, commission, institution, or agency thereof the aforesaid bonds shall be payable to the state, or particular state agency where authorized. In case of all other contracts subject to this chapter, the bonds shall be payable to the public body concerned.

Said bonds shall be filed in the office of the department, board, commission, institution, agency or other contracting body awarding the contract.

Nothing in this section shall be construed to limit the authority of the state of Idaho or other public body hereinabove mentioned to require a performance bond or other security in addition to these, or in cases other than the cases specified in this chapter.

It shall be illegal for the invitation for bids, or any person acting or purporting to act, on behalf of the contracting body to require that such bonds be furnished by a particular surety company, or through a particular agent or broker.

TITLE 63
REVENUE AND TAXATION
CHAPTER 15
COLLECTION OF TAXES FROM PUBLIC WORKS CONTRACTORS

63-1502.CONDITIONS PRECEDENT TO CONTRACT FOR PUBLIC WORKS. Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he 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 then due or delinquent.

TITLE 63
REVENUE AND TAXATION
CHAPTER 15
COLLECTION OF TAXES FROM PUBLIC WORKS CONTRACTORS

63-1504.DUTY OF PUBLIC OFFICERS TO WITHHOLD AMOUNT OF TAXES. Before the state board of examiners, the board of county commissioners, or the board of any municipal or quasi-municipal corporation or other taxing unit in this state, shall approve any claim on account of the construction of public works in this state, it shall require that the claimant furnish evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

TITLE 63
REVENUE AND TAXATION
CHAPTER 15
COLLECTION OF TAXES FROM PUBLIC WORKS CONTRACTORS

63-1505.PENALTY FOR DERELICTION OF DUTY. Any officer of a contracting unit who fails to comply with or violates any of the provisions hereof shall be liable personally and on his official bond for the amount of any tax loss by any taxing unit incurred as a result of failure to comply with the terms hereof.

TITLE 63
REVENUE AND TAXATION
CHAPTER 36
SALES TAX

63-3615.STORAGE -- USE. (a) The term "storage" includes any keeping or retention in this state for any purpose except sale in the regular course of business or subsequent use solely outside this state of tangible personal property purchased from a retailer.

(b) The term "use" includes the exercise of any right or power over tangible personal property incident to the ownership or the leasing of that property or the exercise of any right or power over tangible personal property by any person in the performance of a contract, or to fulfill contract or subcontract obligations, whether the title of such property be in the subcontractor, contractor, contractee, subcontractee, or any other person, or whether the titleholder of such property would be subject to the sales or use tax, unless such property would be exempt to the titleholder under section 63-3622D, Idaho Code, except that the term "use" does not include the sale of that property in the regular course of business.

(c) "Storage" and "use" do not include the keeping, retaining, or exercising of any right or power over tangible personal property for the purpose of subsequently transporting it outside the state for use thereafter solely outside the state, or for the purpose of being processed, fabricated, or manufactured into, attached to, or incorporated into other tangible personal property to be transported outside the state, and thereafter used solely outside the state.

IDAHO State Tax Commission
PO Box 36 • Boise ID 83722-0410
800 Park Blvd., Plaza IV • Boise ID 83712-7742

REQUEST FOR TAX RELEASE

Date: _____

Public Works Agency Requesting Release: City of Pocatello, Development Engineering Services Division

Address: 911 North 7th Avenue; PO Box 4169
Pocatello, ID 83205
Contact Name: Merril Quayle, P.E.
Telephone Number: (208) 234-6228

Prime Contractor Name & Address:

Contractor's Federal Employer Identification Number: _____

Project Name (description and/or location): E Oak St Child Pedestrian Safety Project
Project Number (if applicable): EGC180
Project is Complete: _____
Project is Substantially Complete: _____
Project Start Date: _____
Project Complete Date: _____

Final Contract Amount (including change orders): _____

Did any public works or other government agency supply materials, which were installed by this contractor or his subs? Yes _____
No _____

If yes, list these materials and their dollar values:

_____

_____

To request a Tax Release, the Public Works Agency should send this form to:

Attn: Contract Desk; Sales Tax Audit; Idaho State Tax Commission;
PO Box 36; Boise, ID 83722
Fax: 208-332-6619
E-mail: contractdesk@tax.idaho.gov

Equal Opportunity Employer • tax.idaho.gov • Hearing Impaired TDD (800) 377-3529

SECTION 2

SPECIAL PROVISIONS

E Oak Street Child Pedestrian Safety Improvement Project

DOCUMENT 00820
REVISIONS TO THE STANDARD SPECIFICATIONS (ISPWC) & SPECIAL PROVISIONS

CITY OF POCATELLO, IDAHO
E OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT
PROJECT NO. 07-24-125

GENERAL PROJECT INFORMATION, SCHEDULE AND COORDINATION

1. All work shall conform to the requirements of the Construction Drawings, Contract Documents, 2020 Edition of the Idaho Standards for Public Works Construction (ISPWC), City of Pocatello Revisions to the ISPWC, and Federal, State, and Local Permit requirements. In addition, all work shall conform to these revisions to the ISPWC Standard Specifications and Special Provisions. In the case of conflict, the more stringent requirements shall be adhered to.

2. The City of Pocatello has secured funding for a project which includes constructing sidewalk, curb and gutter, bulb outs, and rectangular rapid flashing beacons (RRFB) in front of Greenacres Elementary School on the corner of E Oak Street and Hyde Ave. The project scope includes the removal and disposal of portions of the existing asphalt roadway and Greenacres Elementary parking lot, removal and disposal of portions of the existing sidewalk, forming/pouring of new sidewalk, bulb out, curb ramp, driveways, curb, gutter, and asphalt patch back per plan. Each curb ramp must be inspected by city staff before asphalt patch back is complete. Existing inlets will be removed and new inlets installed at the new curb line and connected to the existing storm sewer pipes. The scope includes installing RRFB assemblies, signs, and pavement markings for the pedestrian crossings. Contractor is also responsible for traffic control through the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access must be maintained through the project site at all times.

3. Coordination of work is required and shall include, but is not limited to: traffic control, construction scheduling, survey, staging, and testing. All work and time associated with the coordination activities shall be considered incidental to the E Oak Street Child Pedestrian Safety Improvements Project. There shall be no measurement and payment for this item and shall be considered incidental to other bid items.

   Project Phasing: The E Oak Street Child Pedestrian Safety Improvements Project is to be constructed in one phase during summer vacation. The contractor shall incur all costs associated with constructing the project including planning, scheduling, and mobilization. The project is defined as follows:

   The contractor shall utilize traffic control devices to close the parking lane on E Oak St and Hyde Ave and maintain two lanes of traffic, one in each direction. The contractor shall maintain pedestrian access through the project site on existing sidewalks.

   The project will be substantially complete within 37 working days of Begin Construction.

   The School District will be responsible for the parking lot reconstruction, sidewalk connection to the school, and irrigation system repairs. Contractor to coordinate irrigation system repairs with the School District prior to installing new sod.

4. Coordinate all work activities with the Owner, City of Pocatello Public Works Engineer, Merril Quayle, PE (208) 234-6228. The Contractor shall coordinate weekly meetings with the Owner, utility companies, sub-contractors, and any other entities involved in the project. Weekly meetings shall include the **3-week look-ahead schedule** (provided by the contractor) for activities. Meeting topics will include the project work schedule, status of submittals, inspection/test coordination, traffic control/access coordination, public outreach and other items as appropriate.

5. The Contractor must provide a temporary traffic control plan in accordance with Section 1103 of the ISPWC and the Manual on Uniform Traffic Control Devices. The plan must be submitted to the Engineer for review and approval. Approved traffic control must be in-place prior to construction.

6. All materials shall be supplied from an Approved Contractor Furnished Source. It shall be the Contractor's responsibility to obtain all clearances required for the use of the source(s). The Contractor will assume all costs incurred in obtaining approvals for the use of the source(s).

7. The City has a set budget for this project that cannot be exceeded. Once bids are opened and the apparent low bidder is identified, the City reserves the right to eliminate any items, reduce the construction limits, or reduce bid quantities or a combination thereof as they deem necessary to stay within budget. There will be no compensation to the Contractor for the elimination of items of work or change in construction limits or reduction in quantities or a combination thereof. The Contractor is advised to provide balanced bids for all items of work.

8. When Owner initiates a change, the Engineer will inform the Contractor of the proposed change in the work and will request a detailed price proposal for the change. The Contractor shall provide a detailed price proposal within five (5) workdays.

9. Unsatisfactory work, whether the result of poor workmanship, use of defective materials, and damage through carelessness or any other cause found to exist prior to substantial completion, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

10. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

11. All contractor employees represent the City of Pocatello and will be courteous and helpful to the public. Any employee responding to a citizen in a rude or discourteous manner, shall, at the request of the city, be removed by the contractor from the project permanently.

12. The Contractor shall protect all Underground and Overhead Utilities during construction operations. It shall be the Contractor's responsibility to notify Dig Line and the City of Pocatello for utility locations before any excavation. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protections as may be necessary. In the event, Dig Line and the City of Pocatello have located the utilities in the area and unmarked utilities are damaged, the Contractor shall provide the equipment, labor, and materials necessary to complete the repairs at cost plus 10%. If the Contractor needs outside resources to complete the repairs, the Contractor will be reimbursed at cost.

13. The Contractor shall provide test results to the Engineer within forty-eight (48) hours after field sampling is completed.

14. The Contractor shall take no advantage of any apparent error or omission in the Plans or other Contract Documents. In the event that the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and other Contract Documents.

DIVISION 800 – AGGREGATES AND ASPHALT

Section 805 – Asphalt

Subsection 2.1 Asphalt Cements

Delete Item B and replace it with the following:

PG 64-28 or better grade shall be used unless otherwise approved by the Owner.

Section 810 – Plant Mix Pavement

Subsection 4.1 Measurement and Payment

Delete Item A and replace it with the following:

½" Superpave HMA SP-3: By the ton based on truck tickets.

1. Bid Schedule Payment Reference: 810.4.1.A.1.
2. Bid Schedule Description: ½" Superpave HMA SP-3…ton (TON).

DIVISION 1000 – CONSTRUCTION STORM WATER BMPS

Section 1001 – Construction Site Management

Subsection 1.4 Submittals

Add Item C as follows:

When construction will disturb less than one acre, submit a Sediment and Erosion Control Plan to the City. No work shall start until plan is approved by the City Engineer.

Add Item D as follows:

The contractor shall not commence any clearing, grubbing, earthwork, or other construction activities that may cause erosion and sediment to leave the site until all BMPs are in place and have been approved by the City Engineer.

Subsection 4.1 Measurement and Payment

Delete Item A and replace it with the following:

Payment for this item shall be made on a lump sum for all work associated with developing and submitting the Sediment and Erosion Control Plan and the implementation of the Sediment and Erosion Control Plan, including all labor, materials, and equipment for preparing, installing, maintaining, and removing BMPs:

1. Bid Schedule Payment Reference: 1001.4.1.A.1
2. Bid Schedule Description: Sediment Control….Lump Sum (LS)

SPECIAL PROVISIONS

SP-1 RECTANGULAR RAPID FLASHING BEACON (RRFB)

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This work shall consist of furnishing and installing Rectangular Rapid Flashing Beacon(s) with software, solar panels, batteries, wireless communications hardware, signs, signposts, post foundations, push button assembly, and mounting hardware necessary for the construction of a complete Rectangular Rapid Flashing Beacon as shown on the plans.

1.2 RELATED DIVISIONS AND SECTIONS

A. Division 700 – Concrete

B. Section 1101 – Traffic Signals and Appurtenances

C. Section 1105 – Permanent Traffic Signing

1.3 SUBMITTALS

A. Submit proposed RRFB product data specifications.

B. Submit push button product data specifications.

C. Submit proposed mounting pole material specifications.

D. Submit proposed push button extension, as required.

1.4 REFERENCES

A. Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

B. National Electrical Code (NEC)

PART 2 MATERIALS

2.1 RRFB (DOUBLE SIDED)

A. Each Rectangular Rapid Flashing Beacon unit shall consist of a self-contained solar engine that houses the energy management system, on-board user interface, wireless communications, batteries, and solar panel. The solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. The solar engine shall be vented to provide cooling of the battery and electronic system.

B. Dual RRFB bar, shall consist of two rectangular-shaped yellow indications, each with an LED-array based light source. Each RRFB indication shall be a minimum of 5 inches wide by 2 inches high.

C. RRFB software shall be field programmable and channel selectable.

D. When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on). Each of the two yellow indications of the RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating but approximately equal flashing periods per minute. One of the yellow indications shall emit two rapid pulses of light and the other yellow indication shall emit three rapid pulses of light.

E. The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

F. The light intensity of the yellow indications shall meet the minimum specification of Society of Automotive Engineers standard J595, Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles dated January 2005.

G. A small light directed at and visible to pedestrians in the crosswalk shall be installed integral to the RRFB or push button to give confirmation that the RRFB is in operation.

H. All material and workmanship shall conform to the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

I. Two S1-1 (FYG) 36"x36"

J. Two W16-7P (FYG) 24"x12"

2.2 RRFB (SINGLE SIDED)

A. Each Rectangular Rapid Flashing Beacon unit shall consist of a self-contained solar engine that houses the energy management system, on-board user interface, wireless communications, batteries, and solar panel. The solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. The solar engine shall be vented to provide cooling of the battery and electronic system.

B. Single RRFB bar, shall consist of two rectangular-shaped yellow indications, each with an LED-array based light source. Each RRFB indication shall be a minimum of 5 inches wide by 2 inches high.

C. RRFB software shall be field programmable and channel selectable.

D. When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on). Each of the two yellow indications of the RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating but approximately equal flashing periods per minute. One of the yellow indications shall emit two rapid pulses of light and the other yellow indication shall emit three rapid pulses of light.

E. The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

F. The light intensity of the yellow indications shall meet the minimum specification of Society of Automotive Engineers standard J595, Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles dated January 2005.

G. A small light directed at and visible to pedestrians in the crosswalk shall be installed integral to the RRFB or push button to give confirmation that the RRFB is in operation.

H. All material and workmanship shall conform to the National Electrical Code and shall meet all local codes and requirements of the connecting utility.

I. One S1-1 (FYG) 36"x36"

J. One W16-7P (FYG) 24"x12"

2.3 POLE AND BASE

A. Type E-2 Sign Post and Anchor Post.

2.4 FOUNDATION

A. Foundation shall consist of materials as detailed on the plans

PART 3 EXECUTION

3.1 WORKMANSHIP

A. Rectangular Rapid Flashing Beacon(s) shall be installed and wired in conformance with the plans, these specifications, and the manufacturer's recommendations and the current MUTCD as adopted by ITD.

B. The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of 7 inches, measured from inside edge of one indication to inside edge of the other indication.

C. The outside edges of the RRFB indications, including any housing, shall not project beyond the outside edges of the sign and shall be located between the bottom of the crossing warning sign and the top of the supplemental sign.

PART 4 MEASUREMENT AND PAYMENT

4.1 Includes all equipment, labor, and materials required to furnish and install a double or single-sided RRFB system. Includes full compensation for all materials, labor, and equipment necessary for completing the work and all appurtenances not itemized in the bid schedule.

A. Double Sided Rectangular Rapid-Flashing Beacon (RRFB)

1. Bid Schedule Payment Reference: SP-1.1

2. Bid Schedule Payment Description: Double Sided Rectangular Rapid-Flashing Beacon (RRFB)

3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, and materials (push button operation, signs, mounting hardware, post, and post foundation) required to furnish and install the double-sided RRFB system.

B. Single Sided Rectangular Rapid-Flashing Beacon (RRFB)

1. Bid Schedule Payment Reference: SP-1.2
2. Bid Schedule Payment Description: Single Sided Rectangular Rapid-Flashing Beacon (RRFB)
3. Basis of Measurement: Each (EA)
4. Basis of Payment: Includes labor, equipment, and materials (push button operation, signs, mounting hardware, post, and post foundation) required to furnish and install the single-sided RRFB system.

SP-2 SOD REPAIR (INCLUDE 4" TOPSOIL)

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This item consists of furnishing all labor, equipment and material necessary to repair lawn areas with sod as shown on the plans or as directed by the City.

1.2 RELATED DIVISIONS AND SECTIONS

A. Section 203 – Soil Materials

1.3 SUBMITTALS

A. Submit proposed sod grass type.

B. Submit proposed fertilizer type.

C. Submit proposed topsoil source.

PART 2 MATERIALS

2.1 TOPSOIL

A. Provide 4-inches of topsoil meeting the requirements of Topsoil Type S1 from Section 203.

2.2 SOD

A. Sod shall consist of Merrion, Parks, Delta or Windsor Kentucky Bluegrass or combinations of approved fine textured grasses suitable for the area to be sodded and closely matching adjacent grass.

B. Sod repair shall take place only on those disturbed areas which currently have established lawns, or as shown on the project plans or directed by the Engineer.

2.3 FERTILIZER

A. Furnish commercial fertilizer as recommended by the sod distributor.

PART 3 EXECUTION

3.1 WORKMANSHIP

A. The lawn areas shall be tilled to a minimum depth of 6 inches by such means as will loosen the soil and bring it to condition suitable for fine grading. Prior to and during the operation, the surface shall be made free of vegetative growth. All stones, hard clods, roots, sticks, debris and other matter encountered during tilling which are detrimental to the preparation of a good seed bed, or which are toxic to the growth of grass, shall be removed.

B. Four inches of topsoil shall then be placed under the areas to receive sod.

C. The area shall be floated and rolled to bring it to the finished grade. All irregularities in the surface that form pockets where water will stand shall be smoothed out to provide good drainage. The finished grade of lawn area adjacent to walks, curbs, driveways and pavements shall be approximately 1 inch below adjacent grades.

D. Fertilizers shall be spread evenly over the cultivated areas at a rate outlined by the manufacturer or sod distributor.

E. Sod shall be placed in straight strips. The joints between strips shall be butted together, tight and without gaps. Sod shall be placed in a manner to stagger the end joints of the rolls. The sod shall be rolled with a 100-pound roller after placement. The surface of the finished sod shall be smooth, uniform and mowable.

F. The Contractor shall supply a letter to the property owner once the sod is installed notifying them the sod is installed and giving them a suggested watering schedule. Contractor shall notify property owner in writing if property owner is not following the suggested watering schedule. A copy of the letter will be forwarded to the Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.1 Lawn areas outside the construction limits that are damaged by the Contractor shall be repaired in accordance with this special provision at the Contractor's expense.

4.2 Sod Repair will be measured per square yard of ground surface on which sod is installed and shall include all labor, equipment and material necessary for the completion of the bid item. Topsoil and Fertilizer are incidental to this bid item. Excavation, grading, and compaction is considered incidental to this bid item.

A. Sod Repair (Include 4” Topsoil)

1. Bid Schedule Payment Reference: SP-2

2. Bid Schedule Payment Description: Sod Repair (Include 4” Topsoil)

3. Basis of Measurement: Square Yard (SY)

4. Basis of Payment: Includes labor, equipment, and materials (sod, topsoil, and fertilizer) required to install sod.

END OF SPECIAL PROVISIONS

SECTION 3

PLANS

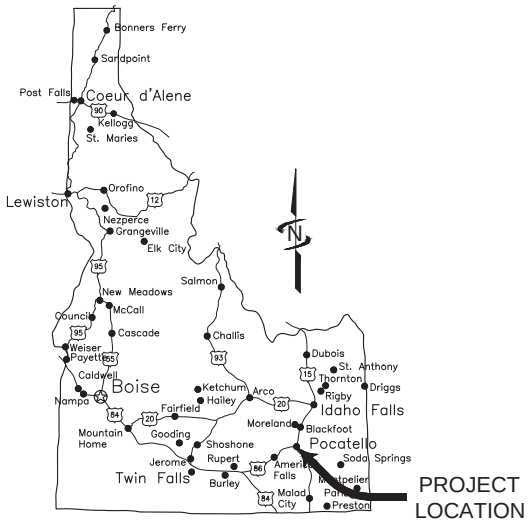
E Oak Street Child Pedestrian Safety Improvement Project

CITY OF POCATELLO

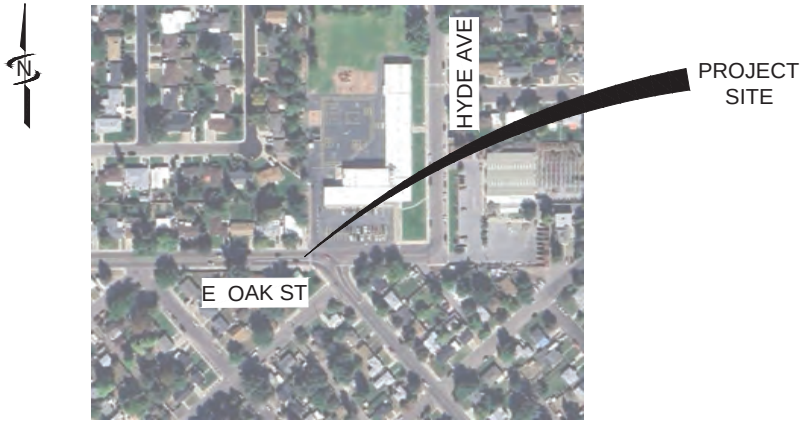
E. OAK STREET CHILD PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

APRIL 2025

FINAL PS&E



AREA MAP



VICINITY MAP

CITY OF POCATELLO

PROJECT NO. 07-24-125

Sheet List Table

Sheet Number	Sheet Title
G-001	TITLE
G-002	CIVIL NOTES
G-003	LEGEND AND SYMBOLS
G-004	LEGEND AND SYMBOLS
C-100	SURVEY CONTROL SHEET
C-101	DEMO PLANS
C-200	TYPICAL SECTION
C-201	PLAN AND PROFILE
C-202	PLAN AND PROFILE
C-301	DRAINAGE DETAILS
C-401	RRFB DETAILS
PSD-301	TRENCH AND CURB & GUTTER ASPHALT PATCHBACKS
PSD-309	PAVEMENT PATCHBACK SECTION
PSD-601	30" CATCH BASIN
PSD-609	STANDARD SHALLOW MANHOLE
PSD-706	CURB CUT DETAIL
PSD-709	CONCRETE SIDEWALK

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LAST UPDATED: 3/25/2025

SHEET NUMBER: G-001

Plot Date: 4/2/2025 I:\JUB.COM\CENTRAL\CLIENTS\ID\LHTAC\PROJECTS\07-24-125_DS_CPS\PROGRAM\DESIGN\CAD\SHEET\07-24-125_G-001.DWG

GENERAL NOTES

1. CITY OF POCATELLO AND THE ENGINEER HAVE JURISDICTION OVER THIS PROJECT. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST AT ANY LOCATION WHICH MAY BE CAUSED BY THIS PROJECT.
3. ANY WORK DONE WITHIN A PUBLIC RIGHT-OF-WAY WILL BE COORDINATED WITH THE APPROPRIATE TRANSPORTATION AGENCY AND SHALL MEET THE REQUIREMENTS OF THAT AGENCY AND, IN PARTICULAR, REQUIREMENTS OF ANY RIGHT-OF-WAY SPECIAL USE PERMIT, OR OTHER PERMIT. ALL WORK WILL MEET CURRENT OSHA REQUIREMENTS.
4. WHERE WORK IS PERFORMED ON EASEMENTS, THE CONTRACTOR WILL TAKE EVERY PRECAUTION TO ELIMINATE ANY ADVERSE EFFECTS ON THE ADJACENT PROPERTY AND/OR TO RESTORE IT TO ITS ORIGINAL CONDITION.
5. THE CONTRACTOR IS TO CHECK ALL DISTANCES AND DATA PRIOR TO THE START OF CONSTRUCTION. IN CASE OF CONFLICT THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY SO THAT CLARIFICATION MAY BE MADE PRIOR TO THE START OF THE WORK.
6. THE CONTRACTOR IS TO ARRANGE FOR, SECURE AND PAY FOR DIRECTLY, ANY AND ALL TEMPORARY UTILITY SUPPLIES (E.G. POWER AND TELEPHONE) IT MAY REQUIRE FOR PROSECUTION OF ITS WORK. THE COST OF SUCH UTILITIES IS TO BE INCLUDED IN THE APPROPRIATE BID ITEM WITH WHICH IT IS ASSOCIATED.
7. SHOULD CONSTRUCTION BE HALTED BECAUSE OF INCLEMENT WEATHER CONDITIONS, THE CONTRACTOR WILL COMPLETELY CLEAN UP ALL AREAS AND MAINTAIN THE SURFACE IN GOOD CONDITION DURING THE SHUT-DOWN PERIOD.
8. THE CONTRACTOR'S PERSONNEL, EQUIPMENT, AND OPERATIONS WILL COMPLY FULLY WITH ALL APPLICABLE STANDARDS, REGULATIONS, AND REQUIREMENTS OF EXISTING FEDERAL, STATE OF IDAHO, AND LOCAL GOVERNMENTAL AGENCIES.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR STORMWATER POLLUTION PREVENTION AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS TO PREPARE A STORMWATER POLLUTION PREVENTION PLAN FOR APPROVAL BY THE ENGINEER. IF THE CONSTRUCTION WILL DISTURB MORE THAN ONE ACRE, THE CONTRACTOR WILL OBTAIN A COPY OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (OTHERWISE KNOWN AS THE CONSTRUCTION GENERAL PERMIT OR CGP) AND SUBMIT A "NOTICE OF INTENT" (NOI)[EPA FORM 3510-9 (6/03)] FOR PERMIT COVERAGE UNDER THE GENERAL PERMIT. THE CGP MAY BE FOUND ON THE INTERNET AT <HTTP://WWW.EPA.GOV/NPDES/STORMWATER/CGP> OR BY CONTACTING THE U.S. EPA OFFICE OF WATER DIRECTLY AT (800) 424-4372. THE NOI MAY BE FILED ELECTRONICALLY AT THE FOLLOWING WEBSITE: <HTTP://CFPUB.EPA.GOV/NPDES/STORMWATER/ENOI.CFM>. THE CGP DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH OTHER REGULATIONS OR CONTRACT REQUIREMENTS REGARDING STORMWATER POLLUTION PREVENTION INCLUDING BUT NOT LIMITED TO: PROTECTION OF SURFACE WATERS, PREVENTION OF SOIL RUNOFF INTO DRAINS, DUST CONTROL, PREVENTION OF TRACKING SOILS TO ADJACENT STREETS, FUEL CONTAINMENT, SPILL CONTROL, ETC.
10. ALL WORK IS TO BE CONTAINED IN OR LIMITED TO THE CITY'S PROPERTY, EASEMENTS, OR APPROVED STAGING AREAS.
11. VERTICAL AND HORIZONTAL CONTROL POINTS FOR THE PROJECT SITE HAVE BEEN PROVIDED. ALL CONSTRUCTION STAKING AND ASSOCIATED COSTS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. CONTRACTOR IS TO LOCATE AND PROTECT ALL EXISTING UTILITIES AND BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND EXISTING IMPROVEMENTS AS A RESULT OF THE CONTRACTOR'S CONSTRUCTION ACTIVITIES.
13. DURING CONSTRUCTION, COVER AND SEAL ALL OPEN ENDS OF ALL PIPE LINES AT THE END OF THE WORK DAY.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND PROTECTION OF PEDESTRIANS IN AND AROUND THIS WORK. REFERENCE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD LATEST EDITION FOR WORK ZONE TRAFFIC CONTROL).
2. TWO LANES OF TRAFFIC MUST BE MAINTAINED AT ALL TIMES.
3. THE CONTRACTOR WILL BE ALLOWED TO CLOSE THE PARKING LANE AS NEEDED USING CONES OR BARRELS.
4. PEDESTRIAN ACCESS MUST BE MAINTAINED THROUGH THE AREA ON OTHER EXISTING SIDEWALKS.

EXISTING UTILITIES

1. APPROXIMATE LOCATIONS OF UTILITIES ARE SHOWN ON THE PLANS THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY.
2. WITHIN 5 DAYS OF NOTICE TO PROCEED, FIELD VERIFY THE DEPTH OF THE INTERMOUNTAIN GAS AND DIRECT COMMUNICATION LINES SHOWN ON SHEET C-301 TO DETERMINE IF THEY ARE IN CONFLICT WITH THE PROPOSED STORM SEWER. NOTIFY THE CITY IMMEDIATELY OF THE FINDINGS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD-LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY CONSTRUCTION PRIOR TO BEGINNING WORK IN THAT AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. DEPTHS AND ELEVATIONS OF UTILITIES ARE UNKNOWN UNLESS OTHERWISE SHOWN. CONTRACTOR TO FIELD VERIFY UTILITY DEPTHS, ELEVATIONS, ANY DISCREPANCIES AND/OR CONFLICTS WILL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

INSPECTION AND TESTING

1. THE CONTRACTOR IS RESPONSIBLE FOR MATERIALS TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLUSHING, DISINFECTION, LEAK, PRESSURE, BACTERIOLOGICAL, AND COMPACTION. ALL TESTS TO MEET MINIMUM ENGINEER REQUIREMENTS. SEE THE CONTRACT DOCUMENTS AND DRAWINGS FOR FREQUENCY OF TESTING. RESULTS ARE TO BE DELIVERED TO SPECIAL INSPECTOR, OWNER AND ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ENGINEER AND SPECIAL INSPECTOR FOR INSPECTIONS OF WORK AT APPROPRIATE INTERVALS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PAY FOR ADDITIONAL INSPECTIONS THAT ARE THE RESULT OF THEIR WORKMANSHIP.

CONTACT PHONE NUMBERS

CITY OF POCATELLO ENGINEER-		
MERRIL QUAYLE	208-234-6228 o	
CITY PROJECT MANAGER-		
MARIELA MEJIA	208-234-6272 o	
ENGINEER -		
CHELSEA JAMES	208-733-2414 o	PROJECT MANAGER
COOPER FELTON	208-316-5662 m	PROJECT ENGINEER

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NO.	DESCRIPTION	DATE	BY
	REVISION		

E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

CIVIL NOTES

FILE: 07-24-125_G-002
JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/25/2025

SHEET NUMBER:
G-002

Plot Date: 4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created: 1/6/2025 \\JUB.COM\CENTRAL\CLIENTS\ID\LAF AC\PROJECTS\07-24-125_ESK_CP\PROJ\RAM\DESIGN\CAD\SHEETS\07-24-125_G-002.DWG

LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	OHP	OHP
UNDERGROUND POWER	UP	UP
OVERHEAD TELEPHONE	OHT	OHT
UNDERGROUND TELEPHONE	UT	UT
FIBER OPTIC	F/O	F/O
CABLE TELEVISION	CTV	CTV
UNDERGROUND POWER, TEL, CABLE TV		P,T,CTV
UNDERGROUND POWER, TEL, CABLE TV, GAS		P,T,CTV,G
STORM DRAIN		
STORM DRAIN (GENERAL)	SD	SD
STORM DRAIN	X"SD	X"SD
ROOF DRAIN	RD	RD
LAND DRAIN	LD	LD
SANITARY SEWER		
SANITARY SEWER (GENERAL)	SS	SS
SANITARY SEWER	X"SS	X"SS
SANITARY SEWER SERVICE	SS SS	SS SS
SEWER FORCE MAIN	FM	FM
WATER		
WATER (GENERAL)	W	W
WATER (SPECIFIED SIZE)	X"W	X"W
WATER SERVICE	WS WS	WS WS
IRRIGATION		
IRRIGATION	IRR	IRR
GRAVITY IRRIGATION	GIRR	GIRR
PRESSURE IRRIGATION	PIRR	PIRR
POTABLE WATER	PW	PW
NON-POTABLE WATER	NPW	NPW
GAS		
NATURAL GAS	G	G
NATURAL GAS SERVICE	G G	G G
HIGH PRESSURE GAS	HPG	HPG
LIQUID GAS	LG	LG
UTILITY		
CHLORINE LINE	CHL	CHL
INDUSTRIAL WASTE WATER	IWW	IWW
DRAIN LINE	DL	DL

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	P/L	P/L
PROPERTY LINE		
RIGHT OF WAY	R/W	R/W
TEMPORARY EASEMENT	T/E	T/E
PERMANENT EASEMENT	P/E	P/E
TOWNSHIP AND RANGE		
SECTION LINE		
QUARTER SECTION LINE		
1/16 SECTION LINE		
STATE LINE		
COUNTY LINE		
SITE		
FENCE	X	X
MAJOR CONTOUR	2521	
MINOR CONTOUR		
GRADE BREAK		GB
TOP OF BANK		TOB
TOE OF SLOPE		TOE
CUT LIMITS		
CUT LIMITS	CUT	
FILL LIMITS		
FILL LIMITS	FILL	
DITCH		
STORM SWALE		
EDGE OF WATER		
HIGH WATER		
WETLAND		WET
WETLAND BOG		BOG
WETLAND MARSH		MRSH
WETLAND SWAMP		SWMP
ROADWAY		
ROAD SHOULDER		
ROAD CENTERLINE		
ROAD ASPHALT		EP
ROAD GRAVEL	EG	EG
TOP BACK OF CURB		
LIP OF GUTTER		
LANDSCAPING LIMITS	LS	LS

SHEET NUMBERING

SAMPLE: C-101

- C – DISCIPLINE DESIGNATOR
- 1 – SHEET TYPE DESIGNATOR
- 01 – SHEET SEQUENCE NUMBER

DISCIPLINE DESIGNATORS		
DISCIPLINE	DESIGNATOR	DESCRIPTION
GENERAL	G	ALL GENERAL
	GI	GENERAL INFORMATION
	GC	GENERAL CONTRACTUAL
	GR	GENERAL RESOURCE
SURVEY/MAPPING	V	ALL SURVEY
GEOTECHNICAL	B	ALL GEOTECHNICAL
CIVIL	C	ALL CIVIL
LANDSCAPE	L	ALL LANDSCAPE
STRUCTURAL	S	ALL STRUCTURAL
ARCHITECTURAL	A	ALL ARCHITECTURE
EQUIPMENT	Q	ALL EQUIPMENT
MECHANICAL	M	ALL MECHANICAL
ELECTRICAL	E	ALL ELECTRICAL
PLUMBING	P	ALL PLUMBING
PROCESS	D	ALL PROCESS
RESOURCE	R	ALL RESOURCE

SHEET TYPE DESIGNATORS	
DESIGNATOR	SHEET TYPE
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS, PROFILES, COMBINED PLAN & PROFILES
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS, ECT.)
5	DETAILS OR COMBINED DETAILS AND SECTIONS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED
8	USER DEFINED
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOS)

SECTION AND DETAIL IDENTIFIERS

NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE IDENTIFIER IF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED ON THE SAME SHEET.

	SECTION IDENTIFICATION	DETAIL IDENTIFICATION
CALLOUT	SECTION LETTER: A; SHEET NUMBER WHERE SECTION DRAWING IS LOCATED: C-501	DETAIL NUMBER: A1; SHEET NUMBER WHERE DETAIL DRAWING IS LOCATED: C-501
LABEL	SECTION LETTER: A — SECTION — SCALE:	DETAIL NUMBER: A1 — DETAIL — SCALE:

J-U-B ENGINEERS, INC.
275 South 5th Ave.
Suite 220
Pocatello, ID 83201
Phone: 208.232.1313
www.jub.com

PROFESSIONAL ENGINEER — LICENSED — 22814 — 4/1/25 — STATE OF IDAHO — COOPER J. FELTON

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NO.	DESCRIPTION	BY	APP'D	DATE
	REVISION			

E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

LEGEND AND SYMBOLS

FILE: 07-24-125_G-003
JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/26/2025

SHEET NUMBER:
G-003

Plot Date: 4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created: 1/6/2025 I:\JUB.COM\CENTRAL\CLIENTS\PLIF IN\PROJECTS\07-24-125 ESK_CP\SHOOT\RAMDS\GNC\ACSHEETS\07-24-125_G-003.DWG

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (ALUMINUM)		
CAP (BRASS)		
CHISELED X		
CTRL PT GENERIC		
CTRL PT ½" REBAR	1/2" PIN CONTROL PT	
CTRL PT ⅝" REBAR	5/8" PIN CONTROL PT	
CTRL PT 60D NAIL	60D	
CTRL PT HUB & TACK	HT	
CTRL PT PK NAIL	PK	
CTRL PT TEMP BENCH MARK	TBM	
NAIL		
NAIL AND TAG	N/T	
NAIL (PK)	PK	
BOLT		
DRILL STEEL		
REBAR (½")		
REBAR (⅝")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.	22 15 21 16	
SECTION QUARTER MON.	15 22	
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN	DF	DF
FLAGPOLE	F	F
GATE		
MAIL BOX	M	M
PARKING METER	PM	PM
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE	TH	
WELL	W	W
WELL (MONITORING)	M	M

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
UTILITIES		
MANHOLE (GENERIC)		
PRESSURE CLEAN OUT AT GRADE	PCO	PCO
THRUST BLOCK		
VAULT	V	V
COMMUNICATION		
TELE. MANHOLE	T	
TELE. PEDESTAL	T	T
TELE. POLE		
TV PEDESTAL	TV	TV
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE	W	
WATER METER		
WATER VALVE	W	W
ELECTRIC		
ELEC. MANHOLE	E	
ELEC. METER	E	E
ELEC. TRANS.	E	E
JUNCTION BOX	J	J
POWER POLE		
POWER STUB	E	E
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE	IRR	IRR
IRRIGATION VALVE BOX	I	I
SPRINKLER		
NATURAL GAS		
GAS METER	G	G
GAS VALVE	G	G
SANITARY SEWER		
CLEANOUT		
SEWER STUB	S	S
SS MANHOLE	S	
STORM DRAIN		
CATCH BASIN		
DRY WELL	DW	DW
FLARE END		
GREASE TRAP		
SD MANHOLE	D	

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
FITTINGS		
BEND (11.25°)		
BEND (22.5°)		
BEND (45°)		
BEND (90°)		
CAP		
COUPLING		
CROSS		
REDUCER (CONCENTRIC)		
REDUCER (ECCENTRIC)		
TEE		
TRUE UNION		
WYE		
VALVES		
AIR VALVE		
BLOW OFF		
COMBO VALVE		
BALL VALVE (N.C.)		
BALL VALVE (N.O.)		
BUTTERFLY VALVE		
CHECK VALVE		
CHECK VALVE (FLANGE)		
CHECK VALVE (MJ)		
GATE VALVE		
PLUG VALVE (N.C.)		
PLUG VALVE (N.O.)		
ROAD MARKINGS		
TURN ARROW		
ARROW STRAIGHT		
ARROW STRAIGHT/TURN		
BICYCLE ROUTE		
CAR		
HANDICAP SYMBOL		
ROADWAY		
INTERSTATE ROUTE	25	
MAST ARM		
PEDESTRIAN SIGNAL		
STATE ROUTE	14	
TRAFFIC LIGHT		

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
ROADWAY (CONT.)		
TYPE 2 BARRICADE		
US ROUTE	287	
TRAFFIC ATTENUATOR		
JERSEY BARRIER		

ABBREVIATIONS

ASSY	ASSEMBLY
>	ANGLE
@	AT (MEASUREMENTS)
BLDG	BUILDING
BM	BENCH MARK
BSC	BITUMINOUS SURFACE COURSE
BSW	BACK OF SIDEWALK
BW	BOTH WAYS
C	CHANNEL (STRUCTURAL)
C/L	CENTER LINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUOUS
CPLG	COUPLING
CU FT	CUBIC FEET
CU YD	CUBIC YARD
DEG OR °	DEGREE
DET	DETAIL
DIA OR Ø	DIAMETER
DIP	DUCTILE IRON PIPE
DIST	DISTRIBUTION
DWG	DRAWING
EA	EACH
ELB	ELBOW
ELEV	ELEVATION
EW	EACH WAY
EXIST	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FT OR '	FEET
GV	GATE VALVE
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN OR "	INCH
LB OR #	POUND
LF	LINEAL FEET
LN	LINEAL
MAX	MAXIMUM
MIN	MINIMUM
NO OR #	NUMBER
PE	POLYETHYLENE
PL	PLATE
PL	PROPERTY LINE
PVC	POLYVINYL-CHLORIDE
R	RADIUS
RP	RADIUS POINT
R&R	REMOVE & REPLACE
REM	REMOVE
REQ'D	REQUIRED
REV	REVISION
R/W	RIGHT-OF-WAY

ABBREVIATIONS

ASSY	ASSEMBLY
S	SLOPE
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
STL	STEEL
ST STL	STAINLESS STEEL
TBC	TOP BACK OF CURB
TYP	TYPICAL
TFC	TOP FACE OF CONCRETE
W/	WITH
W/O	WITHOUT
W/REQ'D	WHERE REQUIRED
WWF	WELDED WIRE FABRIC

J-U-B ENGINEERS, INC.
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NO.	DESCRIPTION	DATE	BY
	REVISION		

E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

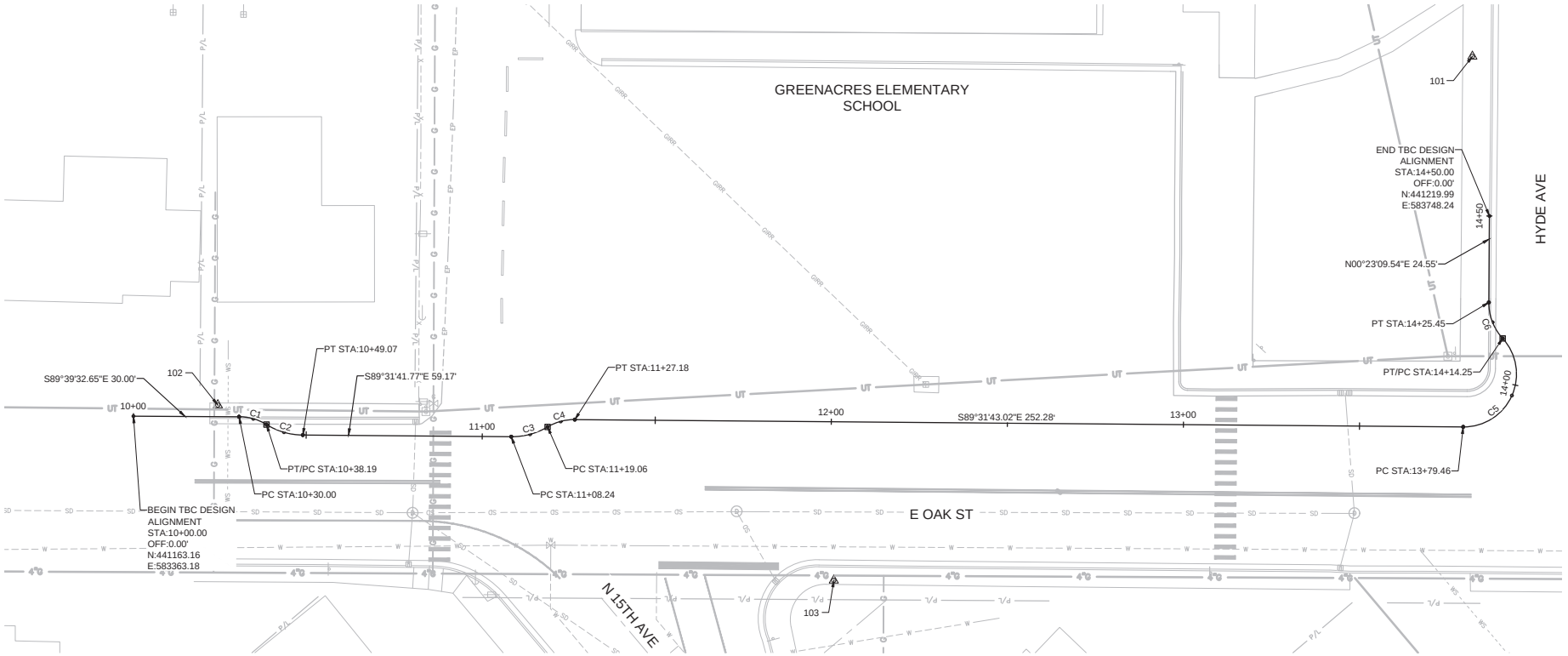
LEGEND AND SYMBOLS

FILE: 07-24-125_G-004
JUB PROJ. #:07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/26/2025

SHEET NUMBER:
G-004

Plot Date:4/2/2025 8:31 AM Plotted By: Cooper Felton
Dwg Created:1/9/2025 J:\JUB.COM\CENTRAL OLE\ENTS\PLI\TIC\PAVLE\TS\07-24-125_ES_CPS\PROS\PAM\DSS\DWG\CAD\SHEET\07-24-125_G-004.DWG

Xref ..\Resources\07-24-122 TitleBlock.dwg



ALIGNMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	8.19'	15.00'	4.20	031°16'40"	S74°18'58"E	8.09'
C2	10.88'	20.00'	5.58	031°10'40"	S73°56'21"E	10.75'
C3	10.82'	20.00'	5.55	030°59'43"	N74°58'27"E	10.69'
C4	8.12'	15.00'	4.16	031°00'45"	N74°57'54"E	8.02'
C5	34.79'	15.00'	34.40	132°53'07"	N24°01'39"E	27.50'
C6	11.20'	15.00'	5.88	042°47'57"	N21°00'49"W	10.95'

SURVEY CONTROL POINTS

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION	STATION	OFFSET
101	441265.27	583743.41	4487.90	CP1		
102	441166.32	583387.14	4480.99	CP2	10+23.94	3.30' Lt.
103	441116.57	583562.07	4483.95	CP3	12+01.12	44.97' Rt.

BASIS OF BEARING
PER THE IDAHO STATE PLANE COORDINATE SYSTEM, (2011 ADJ.) SCALED HEIGHT 4500 FEET, GRID COORDINATES, EMPLOYING IDAHO SMART NET AND GNSS LOCATION METHODS

BASIS OF ELEVATION
GPS OBSERVATIONS USING GEOID 2018 AND VERIFIED CONTROL POINTS USING DIFFERENTIAL LEVELING

N

0 15 30
SCALE IN FEET

J-U-B ENGINEERS, INC.
275 South 5th Ave.
Suite 220
Pocatello, ID 83201
Phone: 208.232.1313
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PROFESSIONAL LAND SURVEYOR REGISTERED 10342 4-2-25 STATE OF IDAHO GERALD V. EVANS

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

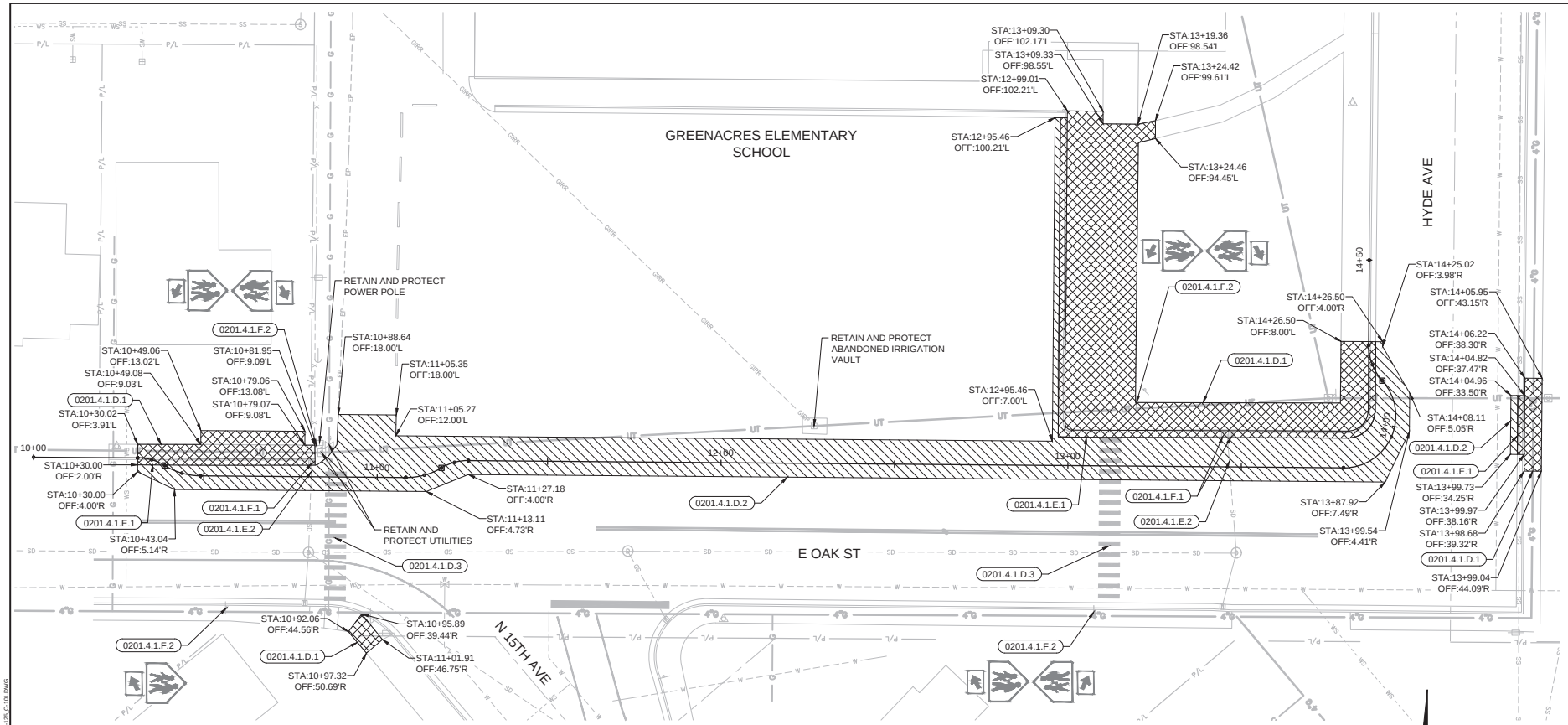
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CITY OF POCATELLO

SURVEY CONTROL SHEET

FILE: 07-24-125_C-100
JUB PROJ. # 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/31/2025

SHEET NUMBER:
C-100

Plot Date/4/2/2025 8:31 AM Plotted By: Cooper Fallon
Date Created/3/5/2025 \\JUB.COM\CENTRAL\CLIENTS\ID\LHTAC\PROJECTS\07-24-125_DS_DSP\PROJFRAMES\DSM\CAD\SHEETS\07-24-125_C-100.DWG



0201.4.1.D.1	REMOVAL OF CONCRETE
36 SY	STA:10+30.00 TO STA:10+82.07
6 SY	STA:10+92.06 TO STA:11+01.91
282 SY	STA:12+95.46TO STA:14+26.50
15 SY	STA:13+99.04 TO STA:14+06.22
0201.4.1.D.2	REMOVAL OF ASPHALT
503 SY	STA:10+30.00 TO STA:14+26.50
4 SY	STA:13+99.73 TO STA:14+04.96
0201.4.1.D.3	REMOVAL OF PAVEMENT MARKING
9 SY	STA:10+85.14 TO STA:10+91.14
11 SY	STA:13+09.12 TO STA:13+15.17
0201.4.1.E.1	REMOVAL OF CURB AND GUTTER
51 LF	STA:10+30.00 TO STA:10+82.07
200 LF	STA:12+97.14 TO STA:14+26.50
17 LF	STA:13+99.97 TO STA:14+04.82

0201.4.1.E.2	REMOVAL OF STORM PIPE
4 LF	STA 10+80.86, 4.00' RT TO STA 10+81.05, 3.93' LT
11 LF	STA 13+45.85, 9.42' LT TO STA 43+46.99, 4.00' RT
0201.4.1.F.1	REMOVAL OF INLET
1 EA	STA:10+81.05
1 EA	STA:13+44.53
1 EA	STA:13+46.99
0201.4.1.F.2	REMOVAL OF SIGN POST
1 EA	STA:10+56.88
1 EA	STA:10+82.41
1 EA	STA:13+07.82
1 EA	STA:13+19.60

0 15 30
SCALE IN FEET

LEGEND

ASPHALT DEMO

CONCRETE DEMO

J-U-B ENGINEERS, INC.
275 South 5th Ave.
Suite 220
Pocatello, ID 83201
Phone: 208.232.1313
www.jub.com

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NO.	DESCRIPTION	BY	APP	DATE
	REVISION			

E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

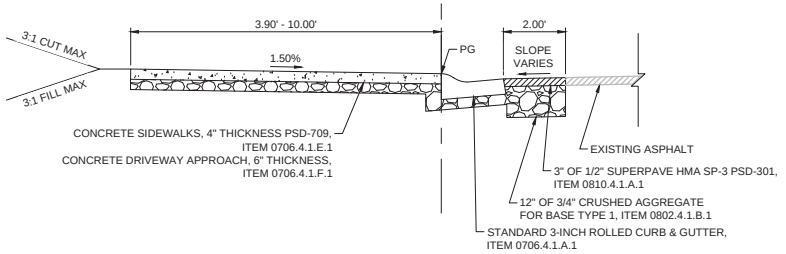
DEMO PLANS

FILE: 07-24-125_C-101
JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2025

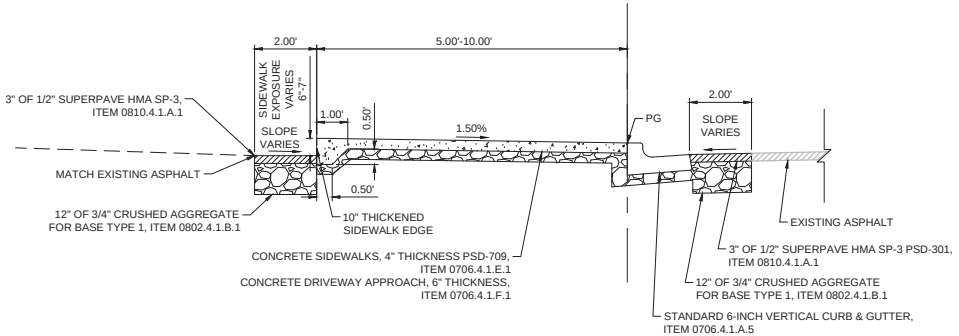
SHEET NUMBER:
C-101

Plot Date/4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created/3/5/2025 C:\JUB.COM\CENTRAL\CLIENTS\POCATELLO\HTAC\PROJECTS\07-24-125_DS_CPS\PROGRAM\DESIGN\CAD\SHEET\07-24-125_C-101.DWG

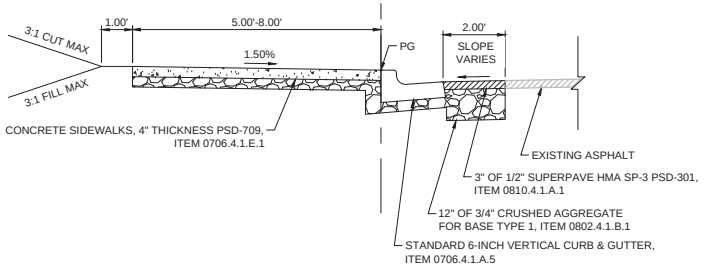
TYPICAL
STA: 10+30.00 TO STA: 11+05.24
℄ TOP BACK OF CURB
NTS



TYPICAL
STA: 11+05.24 TO STA: 13+19.46
℄ TOP BACK OF CURB
NTS



TYPICAL
STA: 13+19.46 TO STA: 14+30.00
℄ TOP BACK OF CURB
NTS



J-U-B ENGINEERS, INC.
275 South 5th Ave.
Suite 220
Pocatello, ID 83201
Phone: 208.232.1313
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REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR	DATE
	REVISION			

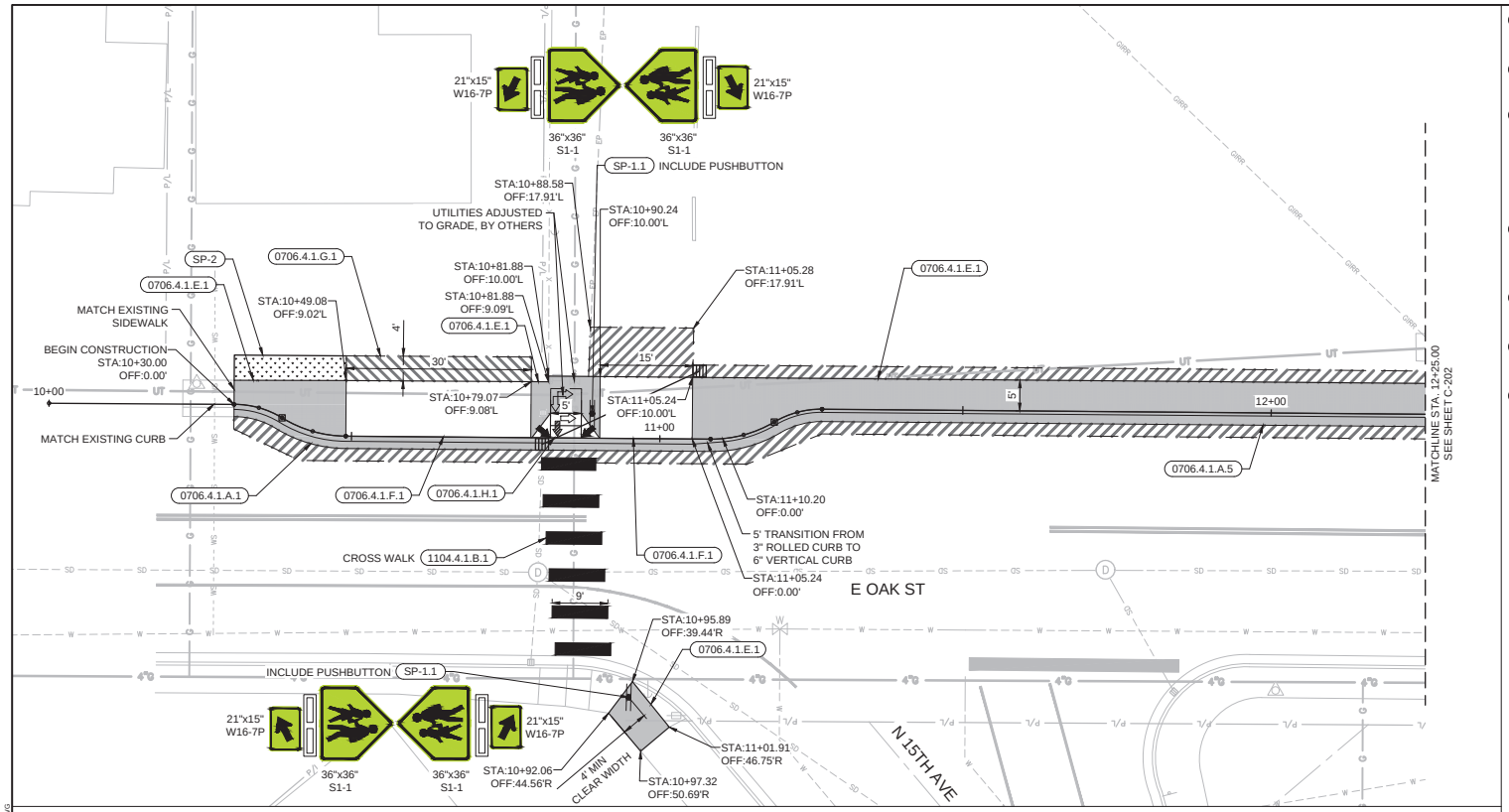
E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

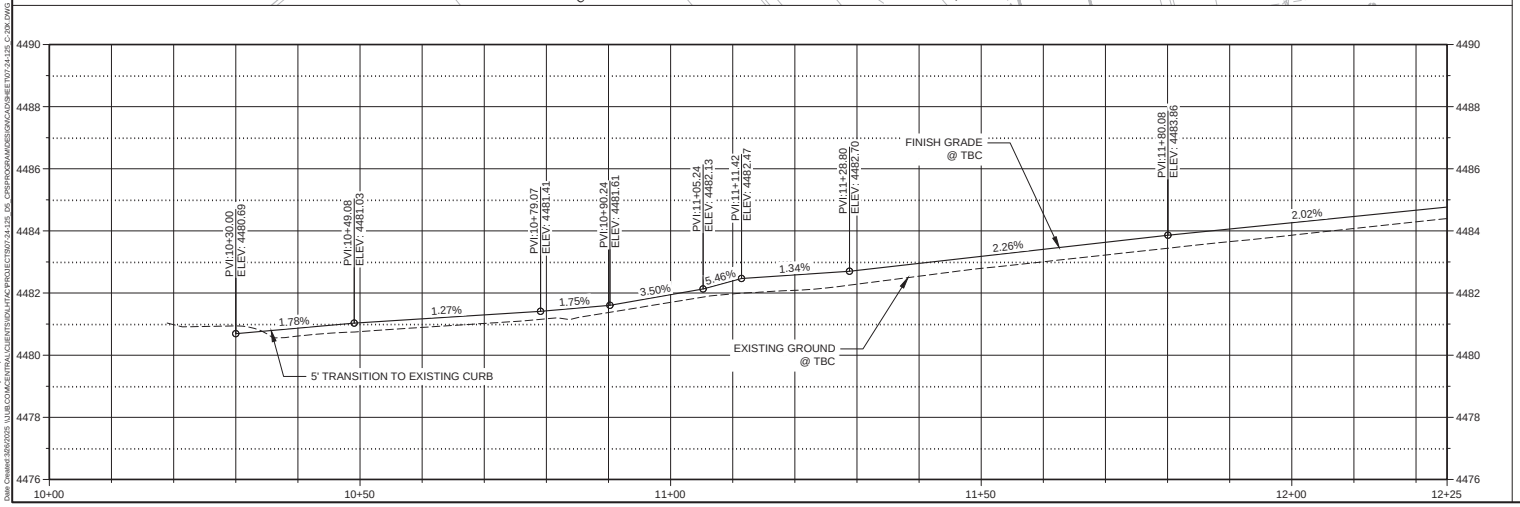
TYPICAL SECTION

FILE: 07-24-125_C-20X
JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2025

SHEET NUMBER:
C-200

Plot Date/4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created/3/5/2025 J:\JUB.COM\CENTRAL\CLIENTS\ON_HTAC\PROJECTS\07-24-125_DS_OPS\PROGRAM\DESIGN\CAD\SHEET\07-24-125_C-20X.DWG





0706.4.1.A.1	STANDARD 3-INCH ROLLED CURB & GUTTER	
75 LF	STA:10+30.00 TO STA:11+05.24	
0706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	
120 LF	STA:11+05.24 TO STA:12+25.00	
0706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 4" PSD-709	
13 SY	STA:10+30.00, 3.91' Lt TO STA:10+49.08, 9.02' Lt	
9 SY	STA:10+79.07, 9.08 Lt TO STA:10+90.24, 10.00' Lt	
6 SY	STA:10+95.89, 39.44' Rt TO STA:11+01.91, 46.75' Rt	
73 SY	STA:11+05.24, 10.00' Lt TO STA:12+25.00, 5.00' Lt	
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	
30 SY	STA:10+49.08, 9.02' Lt TO STA:10+79.07, 9.08' Lt	
17 SY	STA:10+90.24, 10.00' Lt TO STA:11+05.24, 10.00' Lt	
0706.4.1.G.1	CONCRETE REPAIR	
13 SY	STA:10+49.06, 13.02' Lt TO STA:10+79.06, 13.08' Lt	
0706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE A	
1 EA	STA:10+79.25 TO STA:10+90.24	
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	
108 SF	STA:10+85.25, 4.23' Rt TO STA:10+87.81, 34.22' Rt	
SP-1.1	DOUBLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	
1 EA	STA:10+89.00, 4.00' Lt	
1 EA	STA:10+95.29, 41.97' Rt	
SP-2	SOD REPAIR (INCLUDE 4" TOPSOIL)	
12 SY	STA: 10+30.00, 7.98' Lt TO STA:10+49.03, 13.80' Lt	

HORZ 0 10 20
VERT 0 2 4
SCALE IN FEET

NOTES:

1. ALL SIGNS EXCLUDING R5-1 SHALL BE FLUORESCENT YELLOW-GREEN WITH A BLACK LEGEND AND BORDER
2. TBC PROFILE ELEVATION ARE PROJECTIONS WHICH DO NOT ACCOUNT FOR CURB CUTS

LEGEND

- SP-3 SUPERPAVE ASPHALT
- SIDEWALK
- SOD REPAIR
- CONCRETE REPAIR
- 9.5% (10.0% MAX)
- 7.5% (8.33% MAX)
- 1.5% (2.0% MAX)

J-U-B ENGINEERS, INC.
275 South 5th Ave.
Suite 220
Pocatello, ID 83201
Phone: 208.232.1313
www.jub.com

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NO.	DESCRIPTION	DATE	BY
	REVISION		APR

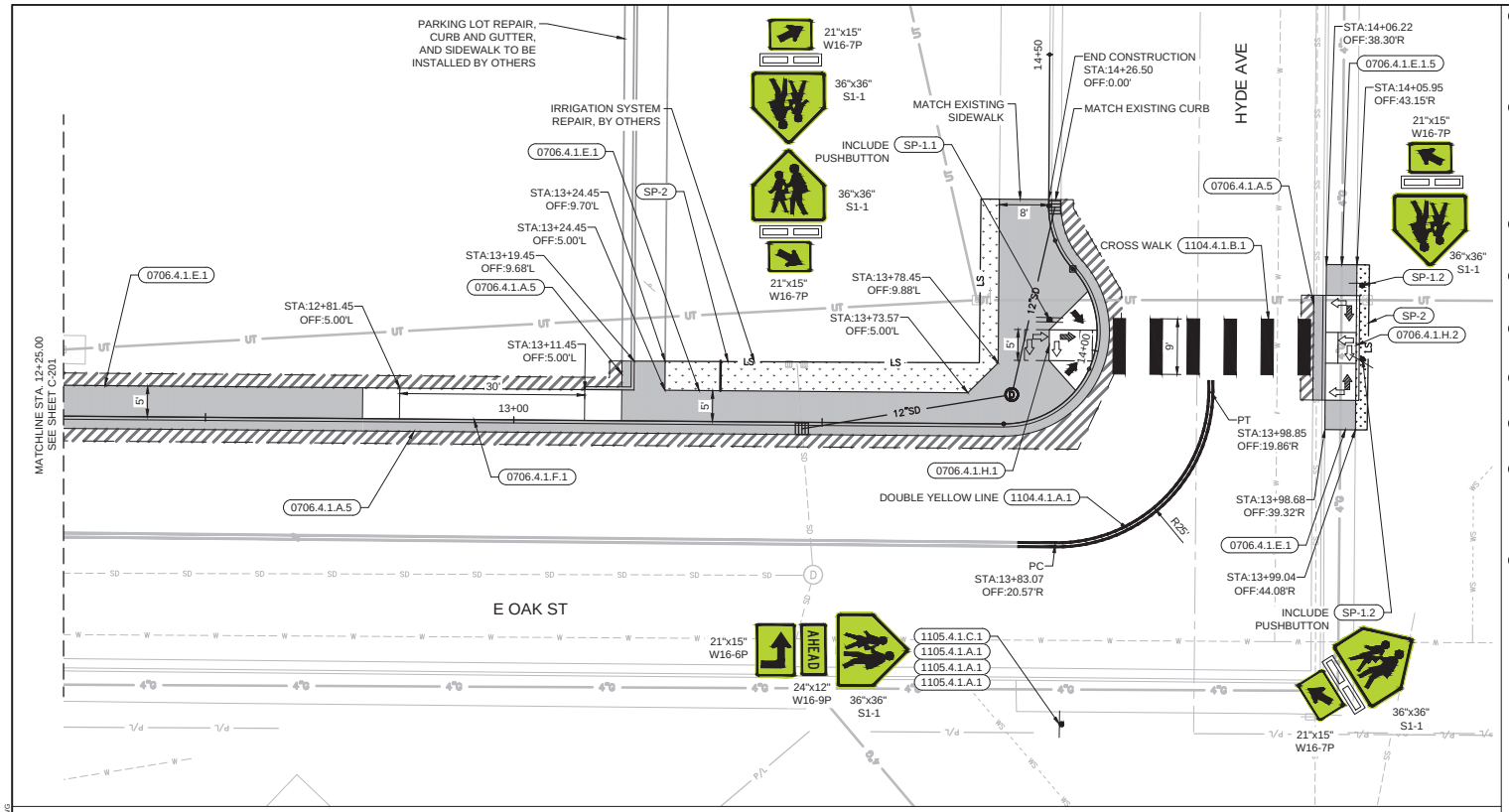
E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

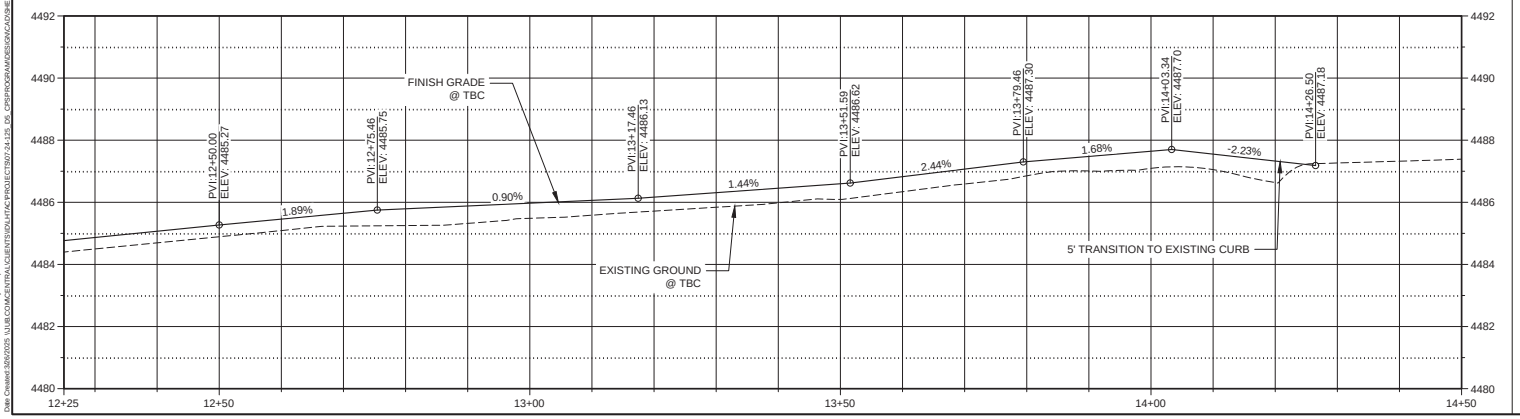
PLAN AND PROFILE

FILE: 07-24-125_C-20X
JUB PROJ. # 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2025

SHEET NUMBER:
C-201

Plot Date/4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created/3/5/2025 J:\JUB.COM\CENTRAL\CLIENTS\POCATELLO\PROJECTS\07-24-125_DS_OPS\PROJ\MODEL\DWG\SHEET\07-24-125_C-20X.DWG





0706.4.1.A.5	STANDARD 6-INCH VERTICAL CURB & GUTTER	
202 LF	STA: 12+25.00 TO STA:14+26.50	
4 LF	STA:13+19.46, 5.00' Lt TO STA:13+49.45, 9.68' Lt	
17 LF	STA:13+99.97, 38.16' Rt TO STA:14+04.82, 37.47' Rt	
0706.4.1.E.1	CONCRETE SIDEWALKS, THICKNESS 4" PSD-709	
28 SY	STA:12+25.00, 5.00' Lt TO STA:12+75.46, 5.00' Lt	
78 sy	STA:13+17.46, 5.00' Lt TO STA:14+26.50, 8.00' Lt	
3 SY	STA:13+99.04, 44.08' Rt TO STA:14+00.23, 43.02' Rt	
3 SY	STA:14+04.66, 42.38' Rt TO STA:14+05.95, 43.15' Rt	
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH, PER ISPWC SD-710B	
23 SY	STA:12+75.46, 5.00' Lt TO STA:13+17.46, 5.00' Lt	
0706.4.1.H.1	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE A	
1 EA	STA:13+92.73 TO STA:14+09.88	
0706.4.1.H.2	PEDESTRIAN RAMP W/ DETECTABLE WARNING DOMES, TYPE NO LANDING	
1 EA	STA:13+99.97, 38.16' Rt TO STA:14+04.82, 37.47' Rt	
1104.4.1.A.1	PAVEMENT LINE PAINT	
31 SF	STA:13+80.51, 19.62 Rt TO STA:13+99.63, 19.40' Rt	
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	
108 SF	STA:14+01.21, 3.74' Rt TO STA:14+02.36, 33.65' Rt	
1105.4.1.A.1	PERMANENT SIGNING	
7 SF	STA:13+80.50, 42.50' Rt	
2 SF	STA:13+80.50, 42.50' Rt	
3 SF	STA:13+80.50, 42.50' Rt	
1105.4.1.C.1	STEEL SIGN POST	
44 LB	STA:13+81.67, 49.31' Rt	
SP-1.1	DOUBLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	
1 EA	STA:14+06.90, 7.46' Lt	
SP-1.2	SINGLE SIDED RECTANGULAR RAPID FLASHING BEACON (RRFB)	
1 EA	STA:14+01.98, 43.21' Rt	
1 EA	STA:14+05.06, 43.48' Rt	
SP-2	SOD REPAIR (INCLUDE 4" TOPSOIL)	
36 SY	STA:13+24.45, 9.70' Lt TO STA;14+26.50, 11.00' Lt	
6 SY	STA:13+99.04, 46.08' Rt TO STA:14+05.96 45.17' Rt	

HORZ 0 10 20
VERT 0 2 4
SCALE IN FEET

NOTES:

1. ALL SIGNS EXCLUDING R5-1 SHALL BE FLUORESCENT YELLOW-GREEN WITH A BLACK LEGEND AND BORDER
2. TBC PROFILE ELEVATION ARE PROJECTIONS WHICH DO NOT ACCOUNT FOR CURB CUTS

LEGEND

- SP-3 SUPERPAVE ASPHALT
- SIDEWALK
- SOD REPAIR
- CONCRETE REPAIR
- 9.5% (10.0% MAX)
- 7.5% (8.33% MAX)
- 1.5% (2.0% MAX)

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NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

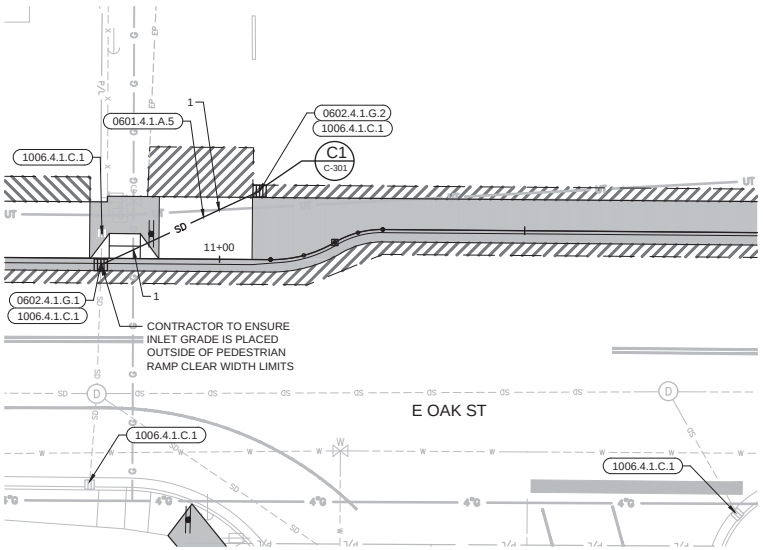
E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

PLAN AND PROFILE

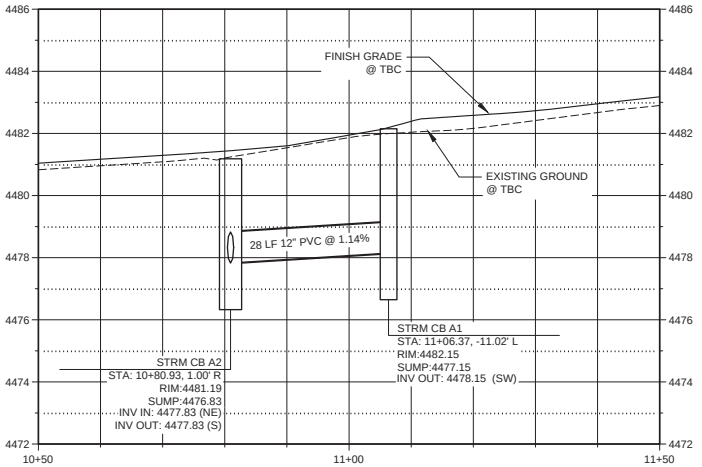
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JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2025

SHEET NUMBER:
C-202

Plot Date/4/2/2025 8:31 AM Plotted By: Cooper Felton
Date Created/3/5/2025 J:\JUB.COM\CENTRAL\CLIENTS\POCATELLO\PROJECTS\07-24-125_DS_OPS\PROJ\ARCH\SHEETS\07-24-125_C-20X.DWG

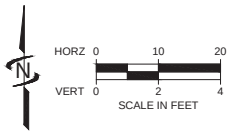


A1 STORM SYSTEM A PLAN
SCALE: 1"=10'



A2 STORM SYSTEM A PROFILE
SCALE: 1"=10'

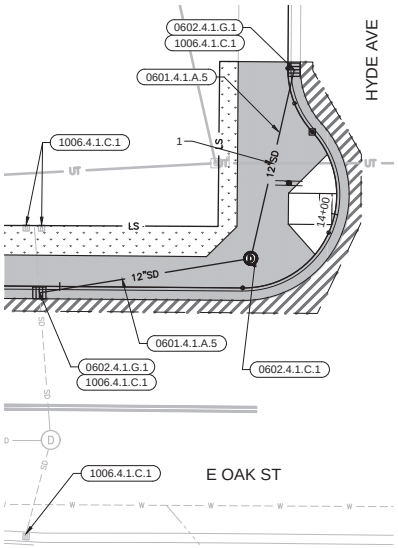
0601.4.1.A.5	12" STORM DRAIN PIPE, SDR 35
28 LF	STA: 10+80.93 TO STA: 11+06.37
34 LF	STA:13+46.74 TO STA:13+81.28
31 LF	STA:13+81.28 TO STA:14+25.25
0602.4.1.C.1	SHALLOW MANHOLE PSD-609
1 EA	STA:13+81.28, 4.68' Lt
0602.4.1.G.1	30" CATCH BASIN PSD-601
1 EA	STA:10+80.93
1 EA	STA:11+06.37
1 EA	STA:13+46.74
1 EA	STA:14+25.25
1006.4.1.C.1	INLET PROTECTION
1 EA	STA:10+79.41, 35.95' Rt
1 EA	STA:10+80.93
1 EA	STA:10+81.05, 3.93' Lt
1 EA	STA:11+06.37, 11.02' Lt
1 EA	STA:11+84.25, 45.06' Rt
1 EA	STA:13+44.53, 9.39' Lt
1 EA	STA:13+44.93, 39.80' RT
1 EA	STA:13+46.74
1 EA	STA:13+47.00, 9.38' Lt
1 EA	STA:14+25.25



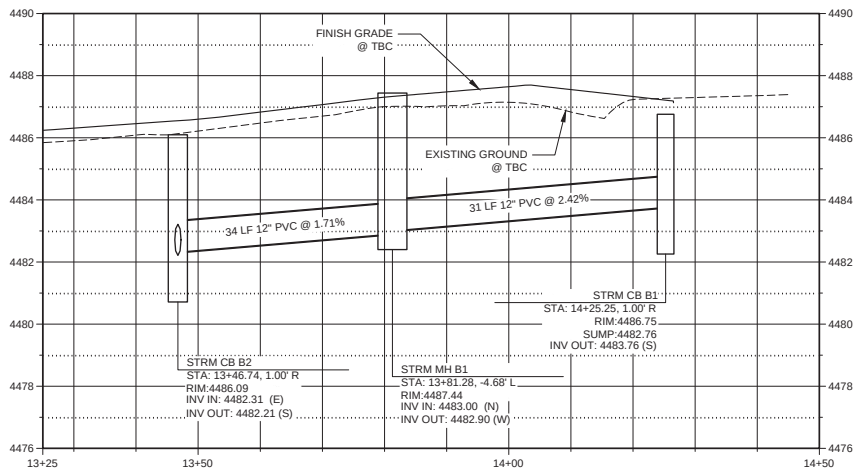
LEGEND

- SP-3 SUPERPAVE ASPHALT
- SIDEWALK
- SOD REPAIR
- CONCRETE REPAIR

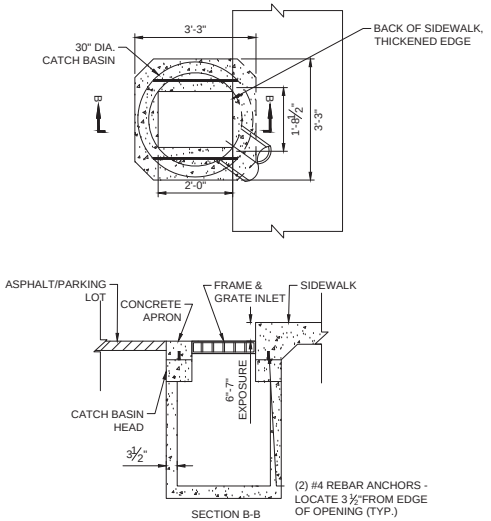
NOTE:
1. FIELD VERIFY DEPTH OF PRIVATE UTILITY



B1 STORM SYSTEM B PLAN
SCALE: 1"=10'



B2 STORM SYSTEM B PROFILE
SCALE: 1"=10'



C1 30" CATCH BASIN PSD-601 (MODIFIED)
SCALE: N.T.S.

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275 South 5th Ave.
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Pocatello, ID 83201
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NO.	DESCRIPTION	DATE	BY
	REVISION		

E. OAK ST CHILD PED. SAFETY IMPROVEMENTS
CITY OF POCATELLO

DRAINAGE DETAILS

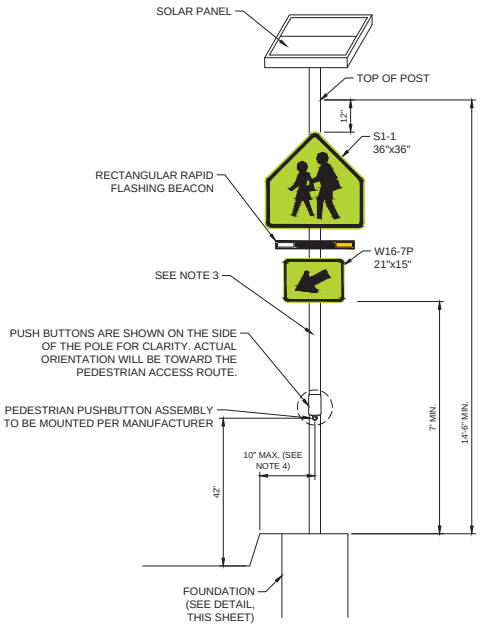
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JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/1/2025

SHEET NUMBER:
C-301

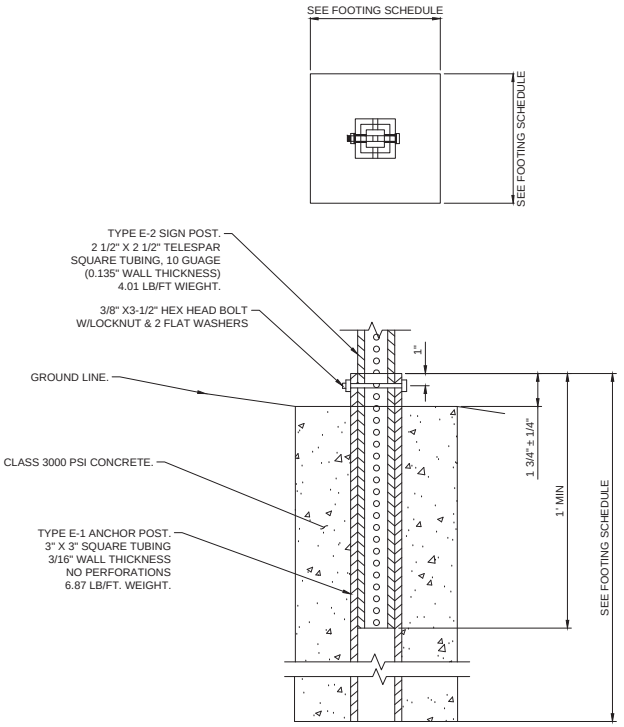
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Date Created/4/2/2025 \\JUB.COM\CENTRAL\CLIENTS\ID\UTAH\POR\CT\07-24-125_05_DRS\PROJRAW\ENGR\CAD\SHEET\07-24-125_C-30X.DWG

GENERAL NOTES:

1. FOR RRFB'S CALLED OUT AS RRFB - DOUBLE SIDED:
   A. DUAL RRFB BAR, JSF TECHNOLOGIES DUAL RRFB BAR AB-9704-40W-YELLOW, TELL-TALE LED, OR APPROVED EQUAL.
   B. PEDESTRIAN PUSH BUTTON, SINGLE POLARA INX AUDIBLE PUSH INX9WN0-Y-BD, 9"X12" INSTRUCTIONAL SIGN (ONE LEFT AND ONE RIGHT FOR EACH CROSSING).
   C. FOR RRFB'S CALLED OUT AS RRFB - DOUBLE SIDED PLACE TWO S1-1 SIGNS BACK-TO-BACK
   D. FOR RRFB'S CALLED OUT AS RRFB - DOUBLE SIDED PLACE TWO W16-7P SIGNS BACK-TO-BACK
2. PUSHBUTTON EXTENSIONS (YELLOW) MAY BE REQUIRED IN SOME LOCATIONS.
3. 2-1/2" X 2-1/2" TELESPAR TUBING, 10 GUAGE
4. PUSHBUTTONS TO MEET ADA ACCESSIBILITY REQUIREMENTS.



1 RECTANGULAR RAPID FLASHING BEACON (RRFB)
SCALE: N.T.S.



2 RRFB FOUNDATION DETAIL
SCALE: N.T.S.

FOOTING SCHEDULE (OPTIONS)	
FTG SIZE	FTG DEPTH
12" SQ	4'-2" DEPTH
12" DIAMETER	4'-8" DEPTH
16" SQ	4'-0" DEPTH
16" DIAMETER	4'-6" DEPTH

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NO.	DESCRIPTION	BY	APR	DATE
	REVISION			

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CITY OF POCATELLO

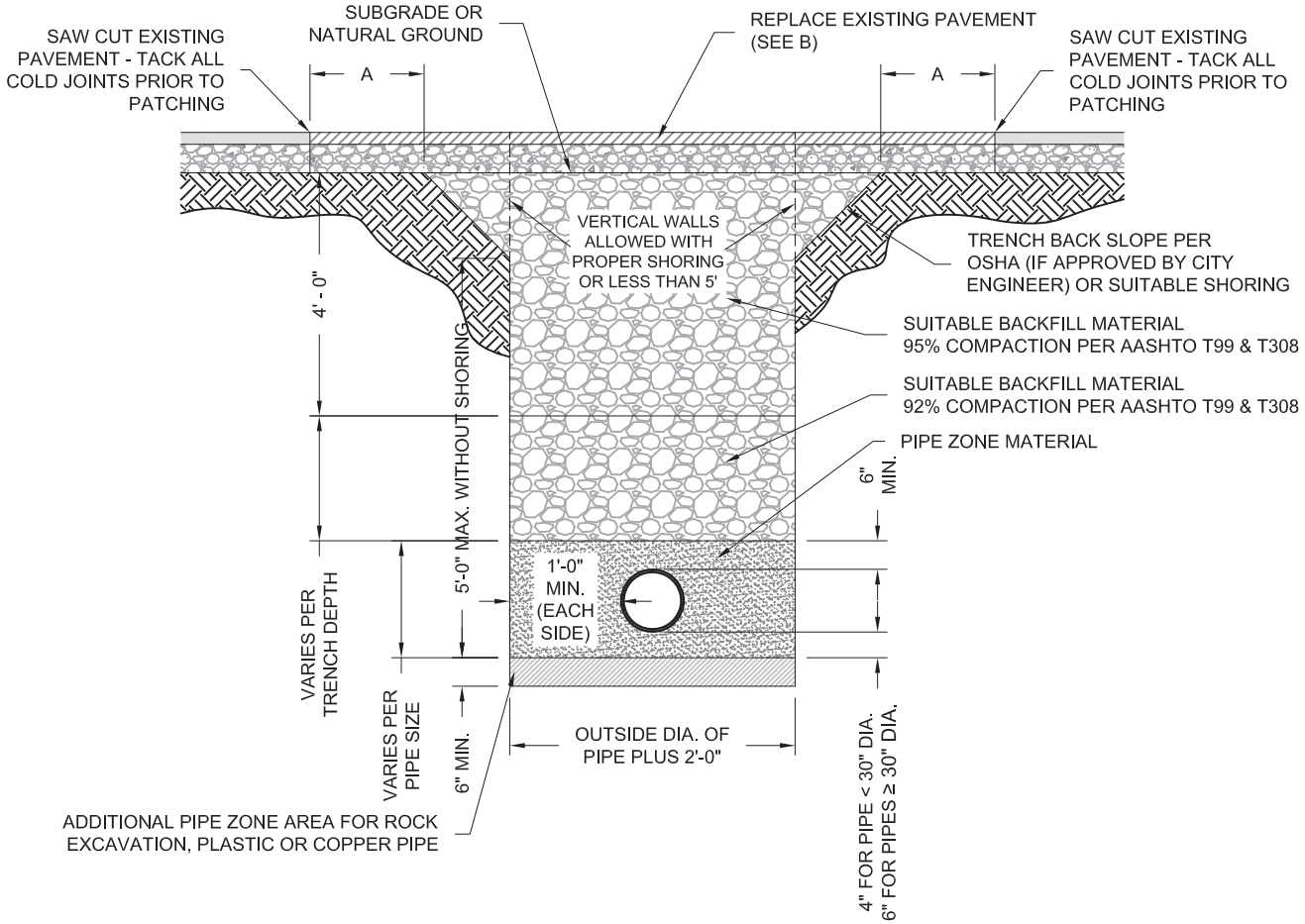
RRFB DETAILS

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JUB PROJ. #: 07-24-125
DRAWN BY: JA
DESIGN BY: JA
CHECKED BY: CJF
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/25/2025

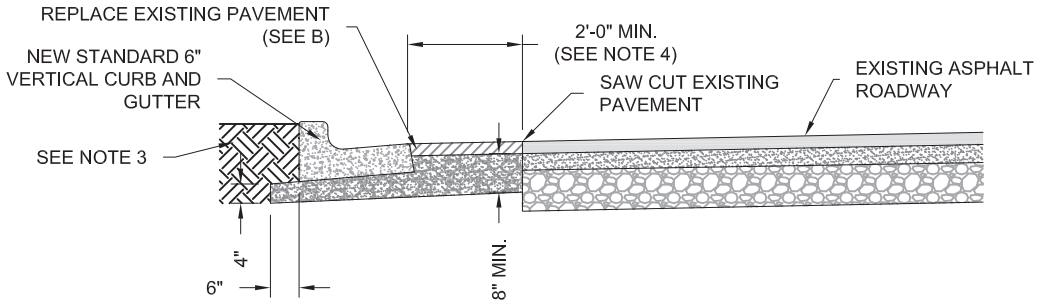
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C-401

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	DISTANCE A	PAVEMENT B
TRANSVERSE TRENCH < 30 MPH	2'-0" MIN.	SEE DETAIL PSD-309
TRANSVERSE TRENCH ≥ 30 MPH	10'-0" MIN.	SEE DETAIL PSD-309
LONGITUDINAL TRENCH (SEE ALSO NOTE 2)	2'-0" MIN.	SEE DETAIL PSD-309



STANDARD BACKFILL TRENCH & RESURFACING



NEW CURB & GUTTER PATCH BACK

NOTES:

1. TRENCH WIDTH AT SURFACE TO BE KEPT TO A MINIMUM. SLOPING OF TRENCH IN EXISTING PAVEMENT SURFACES SHALL NOT BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE CITY ENGINEER. ALL TRENCHING SHALL BE DONE IN STRICT ACCORDANCE OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) REQUIREMENTS.
2. PATCH EDGES THAT RUN LONGITUDINAL TO THE ROADWAY ARE ALLOWED ONLY AT THE EDGES OR MIDPOINT OF TRAVEL LANES.
3. BACKFILL PER ISPWC SECTION 706 WHERE NO SIDEWALK ABUTS TO NEW CURB. WHERE SIDEWALK IS TO ABUT CURB AND GUTTER PREPARE AREA PER PSD-709 IN THE CITY OF POCATELLO STANDARD REVISIONS.
4. RECOMMENDED SLOPES 2% - 4%. SLOPE OF PATCH NOT TO EXCEED 3.5 INCHES IN 2 FEET (15% SLOPE). COORDINATE WITH CITY ENGINEER AND STREET SUPERINTENDENT IF SLOPE EXCEEDS 15% FOR ENGINEERED ALTERNATIVES.

CITY OF POCATELLO
Standard Revisions

Trench and Curb & Gutter Asphalt Patchbacks

ISSUE DATE:	11/23/2015	DRAWN BY:	J. MANSKA
REVISED DATE:	-	SCALE:	NOT TO SCALE

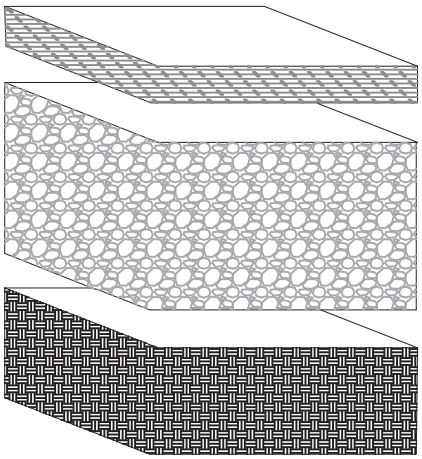
DETAIL

PSD-301

SHEET 1 OF 1

CITY OF POCATELLO

STREET/ALLEY SPECIFICATIONS FOR PATCHBACK



3" MIN. (OR MATCH EXISTING THICKNESS)
CLASS II PLANT MIX PAVEMENT
PG 58-28, 1/2" MIX DESIGN

12" DEPTH CRUSHED 3/4" MINUS AGGREGATE
LEVELING COURSE COMPACTED TO 95% STANDARD
PROCTOR DENSITY

SUBGRADE EARTH COMPACTED
TO 95% STANDARD PROCTOR DENSITY

CLASS II PLANT MIX
THREE SEPARATE STOCKPILES
TWO COARSE AND ONE FINE
(1/2" NOMINAL MAXIMUM SIZE)

3/4" MINUS GRADATION

AGGREGATE LEVELING COURSE

SIEVE	% PASSING
1"	100
3/4"	90-100
#4	40-65
#8	30-50
#200	3-9

CITY OF POCATELLO
Standard Revisions

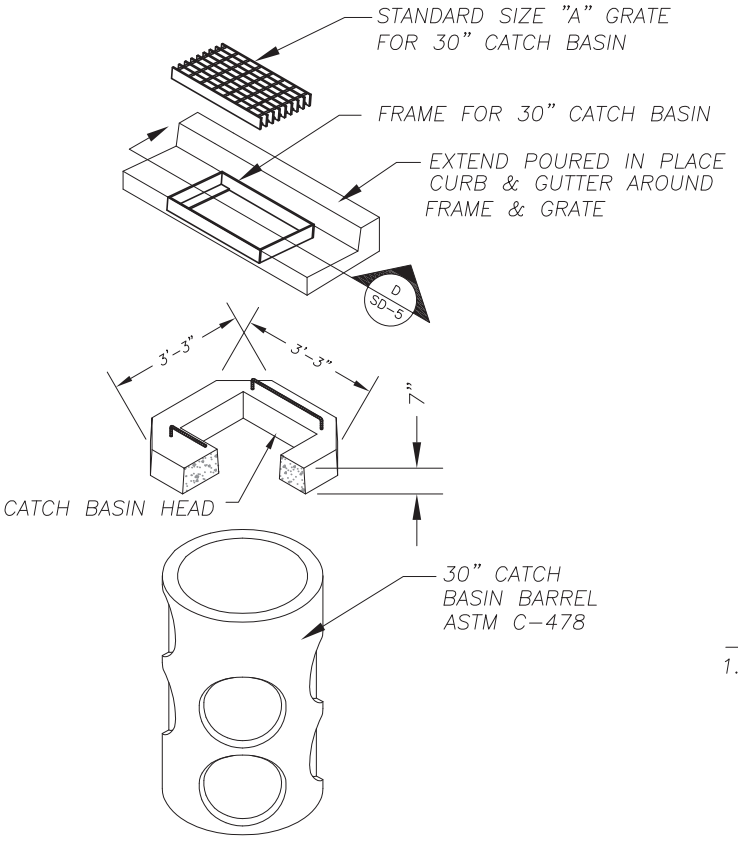
Pavement Patchback Section

ISSUE DATE:	02/22/2001	DRAWN BY:	STAFF
REVISED DATE:	04/11/2008	SCALE:	NOT TO SCALE

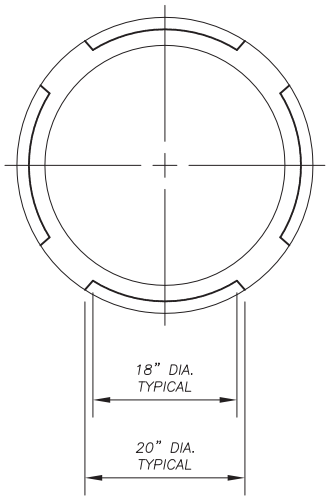
DETAIL

PSD-309

SHEET 1 OF 1



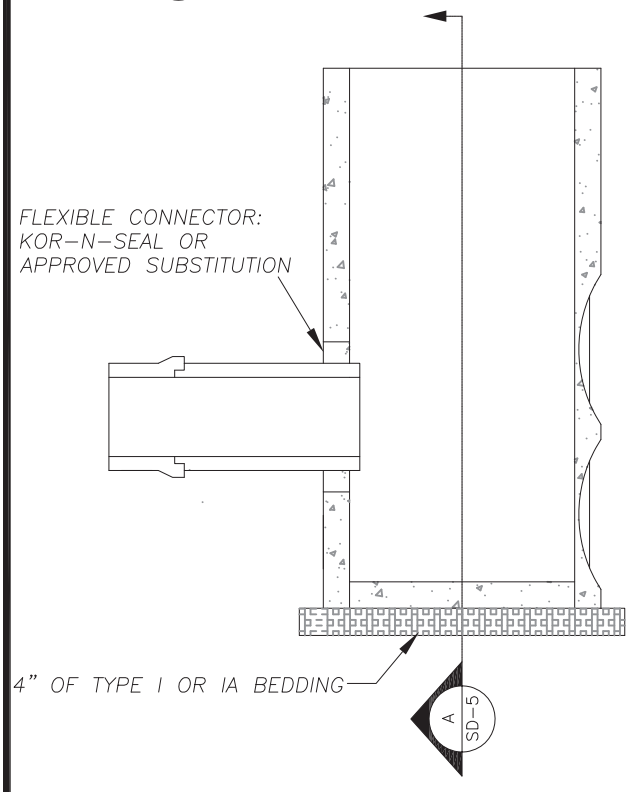
2 SD-5 ISOMETRIC VIEW



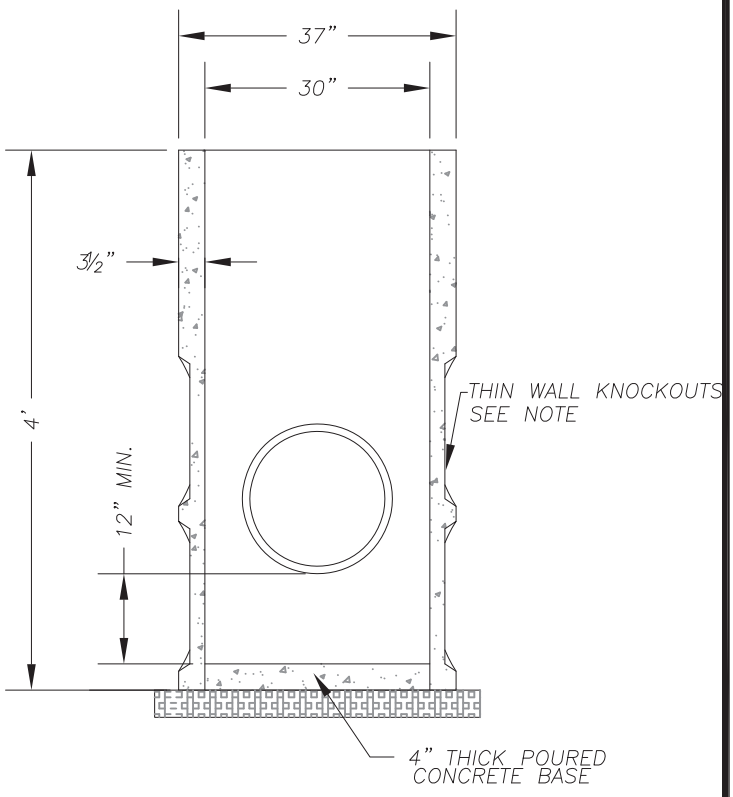
PLAN VIEW

NOTE:

1. THE USE OF THIN WALL KNOCKOUTS IN CATCH BASIN BARRELS IS NOT MANDATORY. FACTORY OR FIELD CORED HOLES IN A STD. 2'-6" DIA. REINFORCED CONCRETE PIPE DESIGNED FOR VERTICAL INSTALLATION & ALSO TO WITHSTAND HS-20 LOADING WILL ALSO BE APPROVED.



SIDE VIEW



A SD-5 SECTION A

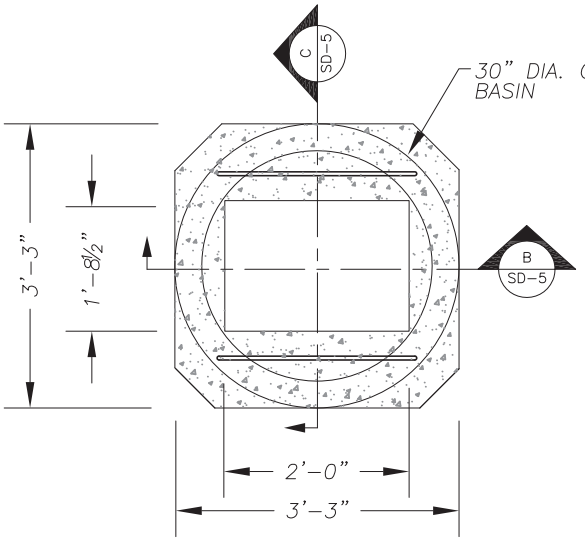
CITY OF POCATELLO
Standard Revisions

30" CATCH BASIN

ISSUE DATE:	04/31/2001	DRAWN BY:	STAFF
REVISED DATE:	02/12/2004	SCALE:	NOT TO SCALE

DETAIL

PSD-601



1 SD-5 — 30" DIA. CATCH BASIN TYPE 1

THIS C.B. IS A MODIFIED ITD TYPE 1 C.B. PER ITD STD. DWG. E-6-A.

APPROXIMATE WEIGHTS

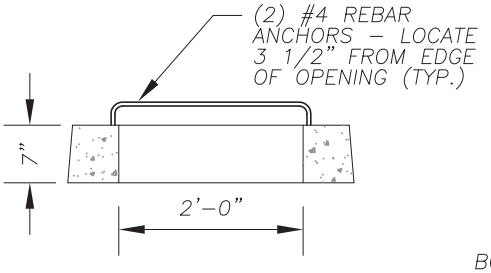
M.H. LID ——— 540 LBS.
4' M.H. SECTION ——— 1,470 LBS.
(INCLUDES 4" BASE)

REINFORCING NOTES:

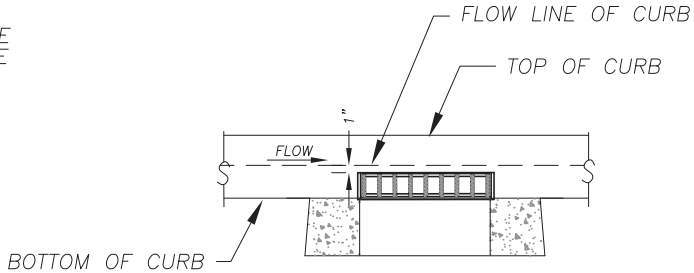
1. REINF. TO BE CENTERED IN CONCRETE UNLESS OTHERWISE NOTED.
2. ALL LAPS TO BE A MINIMUM OF 48 BAR DIAMETERS.
3. CLEAR SPACING BETWEEN ANY PARALLEL REINF. TO BE A MINIMUM OF 1 1/2".
4. MANHOLE SECTIONS ARE DESIGNED TO MEET ASTM C478

LID DESIGN CRITERIA:

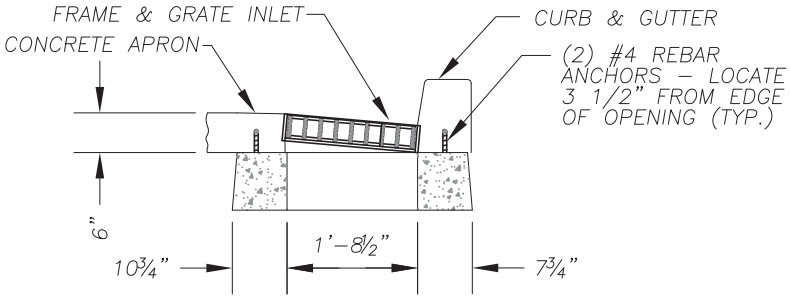
CONCRETE STRENGTH (28-DAY)—5,000 PSI
STEEL YIELD STRENGTH ——— 60,000 PSI
SOIL DENSITY ——— 120 PCF
EQUIV. SOIL FLUID PRESSURE ——— 45 PCF
DEPTH OF FILL ——— 0 FT
AASHTO LOADING ——— HS20



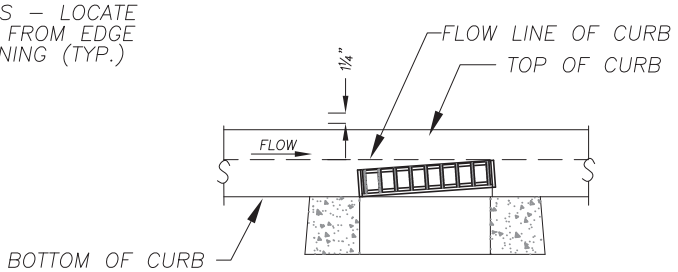
B SD-5 — SECTION B SHOWN WITHOUT FRAME & GRATE



D SD-5 — SECTION D SUMP CONDITION SHOWN WITH FRAME & GRATE



C SD-5 — SECTION C 30" DIA. CATCH BASIN HEAD CURB & GUTTER STYLE



D SD-5 — SECTION D GRADE CONDITION SHOWN WITH FRAME & GRATE

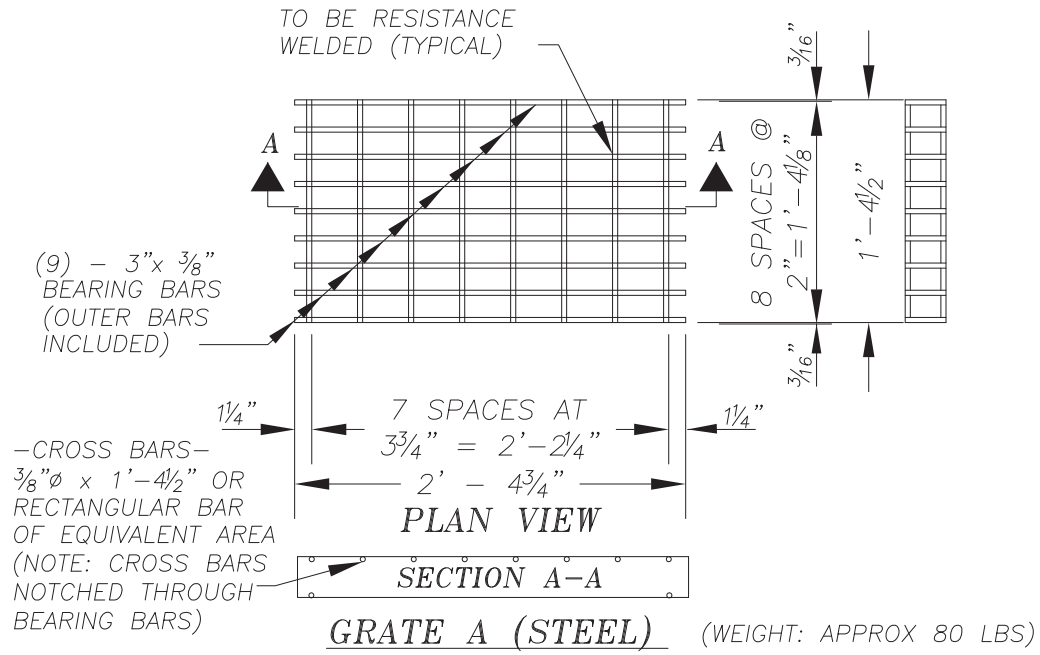
CITY OF POCATELLO
Standard Revisions

30" CATCH BASIN

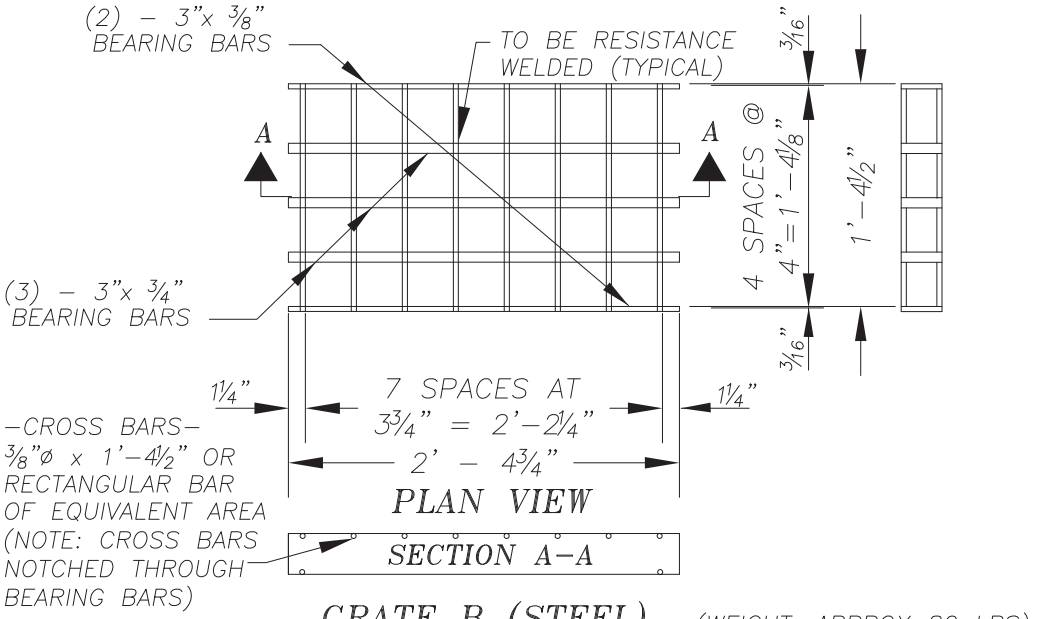
ISSUE DATE:	04/31/2001	DRAWN BY:	STAFF
REVISED DATE:	02/12/2004	SCALE:	NOT TO SCALE

DETAIL

PSD-601

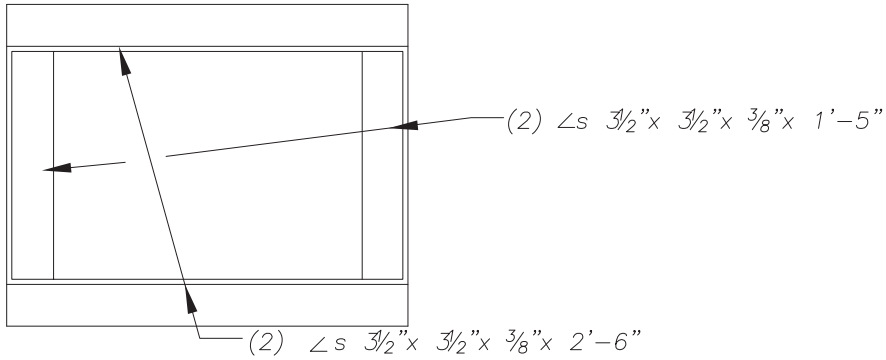


GRATE A (STEEL) (WEIGHT: APPROX 80 LBS)



GRATE B (STEEL) (WEIGHT: APPROX 80 LBS)

NOTE: GRATE B WILL BE USED ONLY WHEN SPECIFIED.



GRATE FRAME (STEEL)

CITY OF POCATELLO
Standard Revisions

30"CATCH BASIN

DETAIL

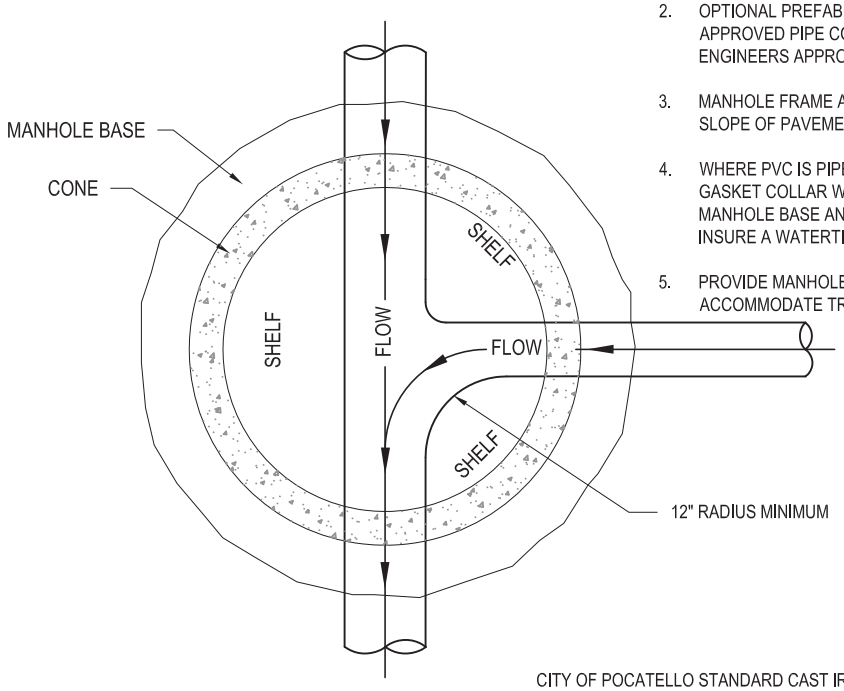
PSD-601

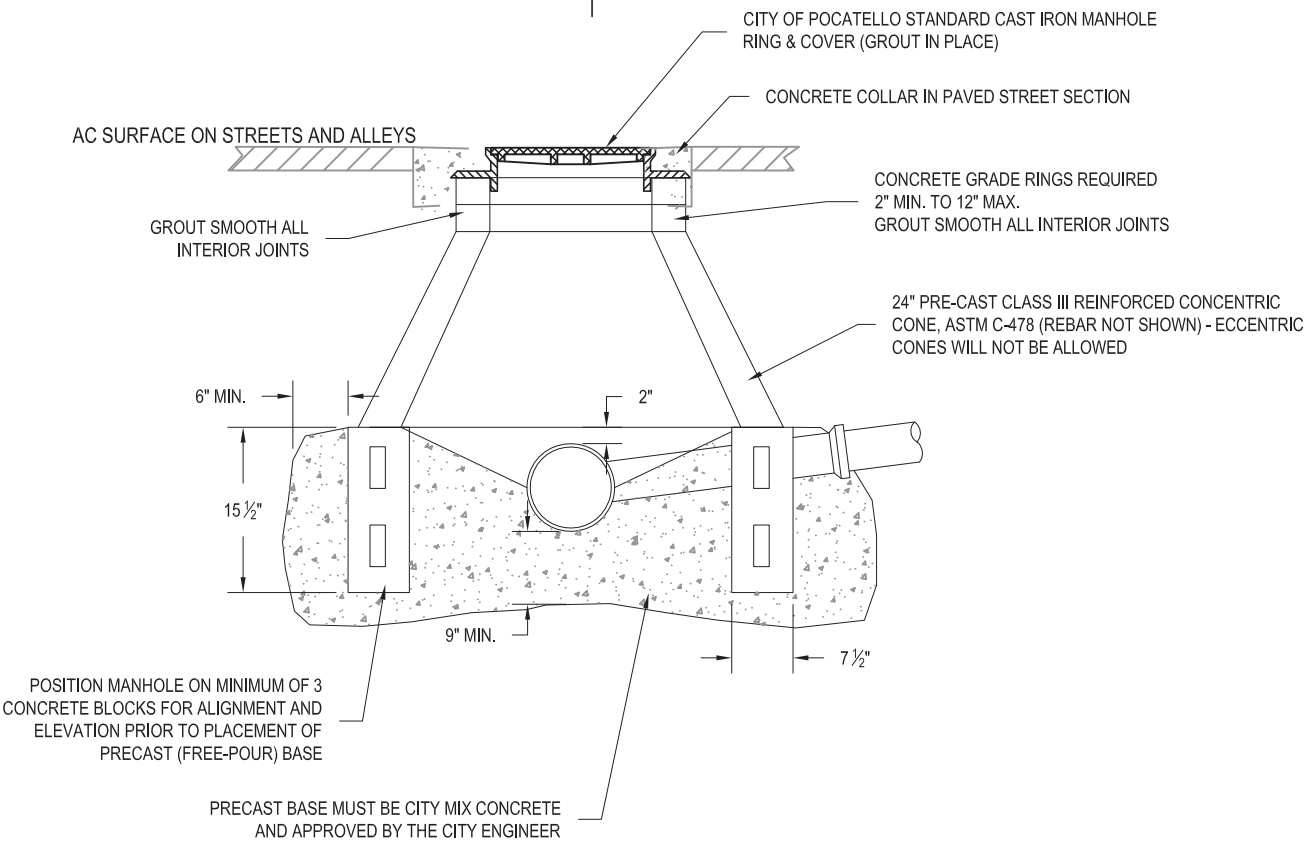
ISSUE DATE:	04/31/2001	DRAWN BY:	STAFF
REVISED DATE:	02/12/2004	SCALE:	NOT TO SCALE

SHEET 3 OF 3

NOTES:

1. SHAPE THROUGH WITH SMOOTH RADII TO PROMOTE SMOOTH FLOW AT PIPE ANGLE JOINTS.
2. OPTIONAL PREFABRICATED MANHOLE BASE WITH APPROVED PIPE CONNECTIONS MAY BE USED WITH ENGINEERS APPROVAL.
3. MANHOLE FRAME AND COVER SHALL BE FLUSH WITH SLOPE OF PAVEMENT.
4. WHERE PVC IS PIPE UTILIZED, INSTALL A RUBBER RING OR GASKET COLLAR WHERE THE PIPE IS IN CONTACT WITH MANHOLE BASE AND/OR MANHOLE CHANNEL, IN ORDER TO INSURE A WATERTIGHT SEAL.
5. PROVIDE MANHOLE CONCRETE REINFORCING TO ACCOMMODATE TRAFFIC LOADINGS.





CITY OF POCATELLO
Standard Revisions

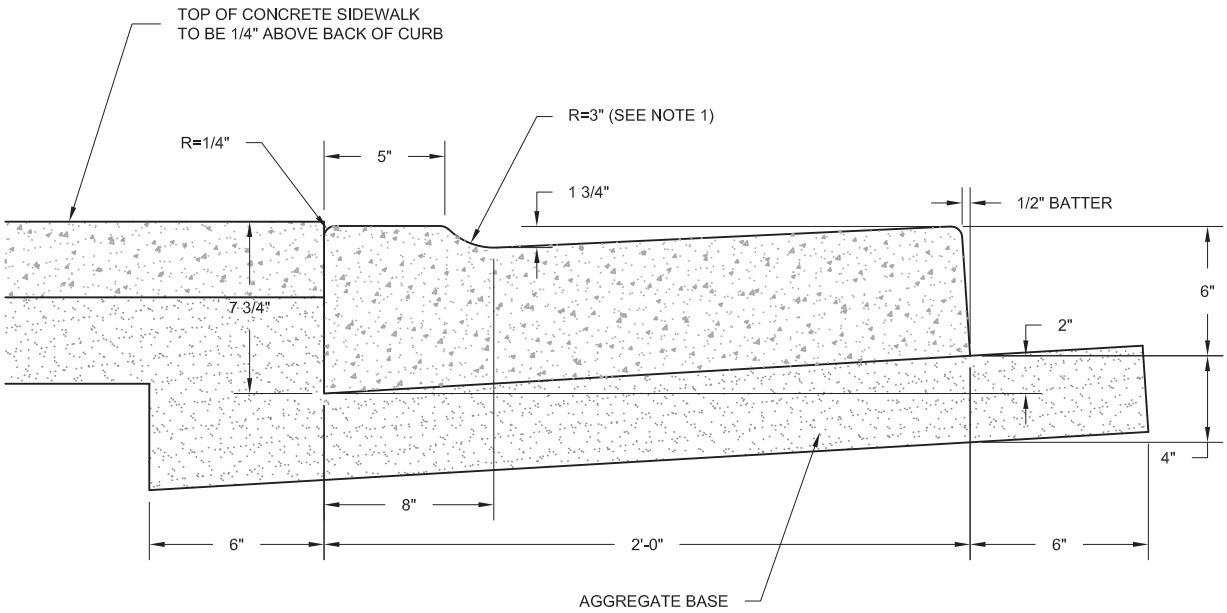
STANDARD SHALLOW MANHOLE

ISSUE DATE:	04/12/2001	DRAWN BY:	STAFF
REVISED DATE:	02/20/2004	SCALE:	NOT TO SCALE

DETAIL

PSD-609

SHEET 1 OF 1



NOTES:

1. GRADE AND ALIGNMENT TO BE ESTABLISHED OR APPROVED BY THE ENGINEER AND THE CITY OF POCATELLO ENGINEERING DEPARTMENT.
2. BASE: FOUR (4) INCH COMPACTED DEPTH OF THREE QUARTER (3/4) INCH MINUS CRUSHED AGGREGATE BASE MATERIAL, PLACE AS SPECIFIED AND PAID UNDER SECTION 802 OF THE ISPWC; COMPACTED TO EXCEED 95% OF STANDARD PROCTOR; A MINIMUM WIDTH OF THREE (3) FEET SIX (6) INCHES TO GRADE, PRIOR TO SETTING CURB FORMS.
3. HALF (1/2) INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M213) AT TERMINAL POINTS OF RADII.
4. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS EIGHT (8) FEET MAXIMUM SPACING.
5. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH CITY OF POCATELLO DESIGN PRINCIPLES AND STANDARDS.
6. BACKFILL AS PER ISPWC SECTION 706.
7. SECURE RIGHT-OF-WAY ACCESS/ALTERATION BEFORE BEGINNING CONSTRUCTION IN PUBLIC RIGHT-OF-WAY.
8. FOR PEDESTRIAN RAMPS, CONSTRUCT TRANSITION PER A.D.A. REQUIREMENTS IN LIEU OF 3" RADIUS.

CITY OF POCATELLO
Standard Revsions

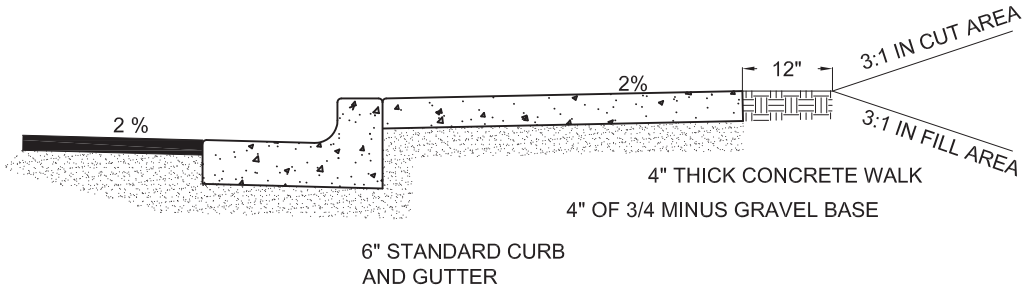
Curb Cut Detail

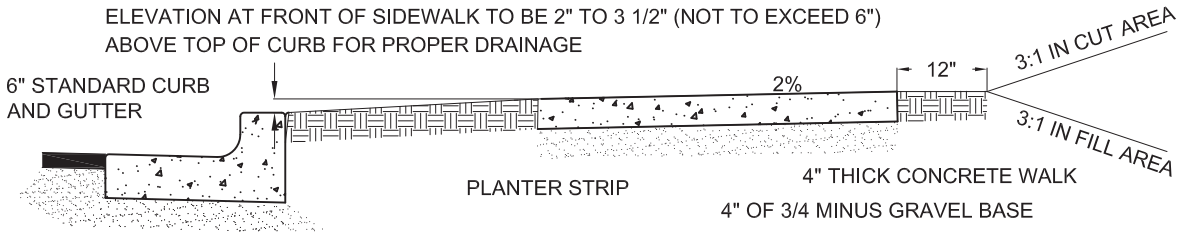
ISSUE DATE:	07/19/2013	DRAWN BY:	JJM
REVISED DATE:	-	SCALE:	NOT TO SCALE

DETAIL

PSD-706

SHEET 1 OF 1





NOTES:

1. Location, grade & width of sidewalk to be established or approved by the Engineer
2. Gravel base under concrete to be compacted to exceed 95% of standard density.
3. Thickness of concrete to be 6" across driveways.
4. Slope sidewalk toward the street not to exceed 1/4" per foot (0.02 Ft./Ft.)
   unless otherwise specified by the Engineer
5. Score at intervals to match width of walk not to exceed 5 feet spacing.
6. Materials and construction according to Division 700 and as follows:
   Residential.....4' Min. Width
   Collector and arterial.....5' Min. Width
   Business district.....As specified by Engineer
7. Square back curb is the only curb allowed by the City of Pocatello
8. If curb and sidewalk do not abut, sidewalk grade shall not exceed top of curb elevation by more than 6 inches.

CITY OF POCATELLO
Standard Revsions

Concrete Sidewalk

ISSUE DATE:	02/22/2001	DRAWN BY:	STAFF
REVISED DATE:	08/01/2004	SCALE:	NOT TO SCALE

DETAIL

PSD-709

SHEET 1 OF 1

REGULAR CITY COUNCIL MEETING
AIRPORT LEASE AGREEMENTS
EXECUTIVE SUMMARY
JUNE 5, 2025

The Airport is seeking approval of the following lease agreements:

A. A lease agreement with Idaho Inline Hockey for approximately 3.25 acres of property upon which they will construct and operate an indoor hockey facility. The lease will be for a twenty (20) year term at a rental rate of $8,125.00 per year.
B. A lease agreement with RDM Onsite for approximately 4,208 square feet of warehouse space for the purpose of cold storage of business supplies and equipment. Term will be five (5) years and rental rate will be $553.80 per month. The lease includes rent abatement for repairs and improvements necessary to make the building occupiable, such as construction of a wall to separate building halves, which will be reviewed and approved by the Airport Manager in advance.
C. Renewal of a lease agreement with Marilyn Merrill for approximately 1,760 square feet of hangar space for the storage of aircraft. Term will be five (5) years and rental rate will be $324.20 per month.

Both rental rates will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

Agenda Item #13(a)

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 16, 2025

RE: Lease Agreement and Resolution

I have reviewed the lease agreement and resolution with the Idaho Inline Hockey Association. I have no legal concerns regarding the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and IDAHO INLINE HOCKEY ASSOCIATION, INC., a corporation of Idaho, hereinafter referred to as "LESSEE":

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purposes of constructing and operating an indoor hockey facility.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor hereby lets and rents to Lessee the following described real property consisting of approximately 3.25 acres of land. Said property is more particularly described in Exhibit "A" and depicted as Exhibit "B", both of which are attached hereto and incorporated herein.

II. TERM

The term for this Agreement shall be for twenty (20) years, commencing June 5, 2025 and terminating on June 4, 2045.

III. PURPOSE

The premises described herein shall be used by Lessee for the purpose of constructing and operating an indoor hockey facility. Lessee shall obtain all appropriate building permits and

all construction shall be done in a professional workmanlike manner without unnecessarily interrupting airport business and the business of others using the airport property. Lessee shall not construct any edifice, building, or other above ground level structure within fifteen-feet (15') of the sewer centerline, as depicted in Exhibit B. Lessee is permitted to construct a parking lot over said sewer centerline. Lessee shall complete construction of the facility and be operational on the herein described premises by November 1, 2027, unless otherwise agreed upon in writing by both Parties. If Lessee fails to complete construction of said facility by the aforementioned date, Lessee shall be subject to the provisions set out in Sections XVI and XVII herein.

Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the demised premises is limited to the construction and operation of an indoor hockey facility. No other use of the demised premises is permitted without the expressed written authorization of the Lessor.

IV. RENTAL

For the first year of this Agreement, commencing June 5, 2025 and terminating June 4, 2026, Lessee shall pay the annual rental sum of Eight Thousand One Hundred Twenty-Five dollars and Zero cents ($8,125.00), which sum is payable on or before June 10, 2025. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 10th day of June of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

LATE CHARGES AND INTEREST: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Agreement is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the Lessor subject to any and all physical conditions of the premises. Lessee further affirms that the Lessor, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan

designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time. Lessee shall not be permitted to alter the leased premises without express written authorization from the Airport Manager.

VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that he will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, its agents, servants and employees, on the leased premises. Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase an insurance policy, which insures the premises against all insurable risks sufficient to repair or replace the demised premises.

B. Lessee shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify Lessor from any and all public liability claims.

Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

C. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

D. Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

E. A 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 X. The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment

which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided, however, that Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either Party may, at any time, terminate this Agreement upon giving ninety (90) days written notice to the other Party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises in good condition, reasonable wear and tear excepted. Thereupon any personal property shall be forthwith removed by Lessee, including fixtures at the option of

Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove any personal property within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said personal property, and fixtures, which shall thereupon become the property of the Lessor City as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVI. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraphs A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the

Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: (1) Insolvency of Lessee; (2) An assignment by Lessee for the benefit of creditors; (3) The filing by Lessee of a voluntary Petition in Bankruptcy; (4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; (5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and (6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

XVIII. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Agreement, or which come onto the leased premises during the term of this Agreement from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec.

7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.),* and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

XIX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City,

its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual

orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Agreement, and to reenter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

D. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Agreement shall not affect the Lessor's right to subsequently enforce the same,

nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of the Agreement.

F. 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 interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

G. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

H. 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.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any

third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. 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.

XXII. NOTICES

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Airport Manager
P.O. Box 4169
Pocatello, ID 83205

LESSEE: Idaho Inline Hockey Association, Inc.
Attn: Ryan Bennett
13105 W. Reservation Road
Pocatello, ID 83202

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIII. ATTORNEY'S FEES UPON BREACH

In the event it becomes necessary for either Party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed 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 KENDELL, City Clerk

LESSEE:

IDAHO INLINE HOCKEY ASSOCIATION, INC., a corporation of Idaho

_____
RYAN BENNETT, President

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 Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such 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.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: Pocatello, Idaho
My 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 Ryan Bennett, known to me to be the President of Idaho Inline Hockey Association, Inc., a corporation of Idaho, who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that 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: _____
My Commission Expires: _____

.

PARCEL 1
LEASE AREA
IDAHO INLINE HOCKEY

A 141,541 sq. ft. (3.25 Acre) rectangular shaped parcel of land located at the Pocatello Regional Airport, located in Section 10, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho more particularly described as follows:

Commencing at the Northeast corner of Section 10, Township 6 South, Range 33 East, Boise Meridian being marked by a 3/4" iron rod and described in corner perpetuation and filing record, instrument 208592, of the records of Power County;

Thence South 00°08'14" West, along the east line of section 10 (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System) a distance of 4770.30 feet, to a point on said section line, which bears North 00°08'14" East a distance of 521.71 feet from the Southeast corner of section 10, marked by a 2½" aluminum cap affixed to a 7/8" dia. rod, and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

Thence North 89°51'46" West, leaving said East line, a distance of 1430.24 feet to the centerline intersection of Fortress Street and Sikorsky Avenue;

Thence North 44°44'42" West along the centerline of Sikorsky Avenue, a distance of 29.99 feet;
Thence North 45°15'17" East, a distance of 30.00 feet to,

The True Point of Beginning;

Thence North 44°44'42" West, a distance of 335.01 feet to a point which is South 44°44'43" East 1990.00 feet from the centerline of runway 3/21 and South 45°15'17" West along said centerline a distance of 3375.20 feet, from the intersection of runways 3/21 and 7/25;

Thence North 45°15'17" West, parallel with the centerline of Liberator Street, and 30.0 feet Southeasterly, a distance of 422.50 feet;

Thence South 44°44'42" East, parallel with, the centerline of Bell Avenue, and 30 feet Southwesterly, a distance of 335.01 feet;
Thence South 45°15'17" West, parallel with the centerline Fortress Street, and 30.0 feet Southeasterly a distance of 422.50 feet, to **The True Point of Beginning**.

Comprising 3.25 acres, more or less.

SUBJECT TO AND RETAINING THERE FROM:

A 30 foot wide Strip of land over across and under a portion of the aforementioned parcel of land being 15 feet perpendicular distance each side of the following described centerline described as follows:

Commencing at the Northeast corner of Section 10, Township 6 South, Range 33 East, Boise Meridian being marked by a 3/4" iron rod and described in corner perpetuation and filing record, instrument 208592, of the records of Power County;

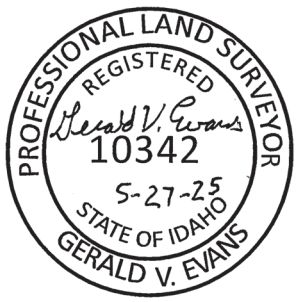
Thence South 00°08'14" West, along the east line of section 10 (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System) a distance of 4770.30 feet, to a point on said section line, which bears North 00°08'14" East a distance of 521.71 feet from the Southeast corner of section 10, marked by a 2½" aluminum cap affixed to a 7/8" dia. rod, and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

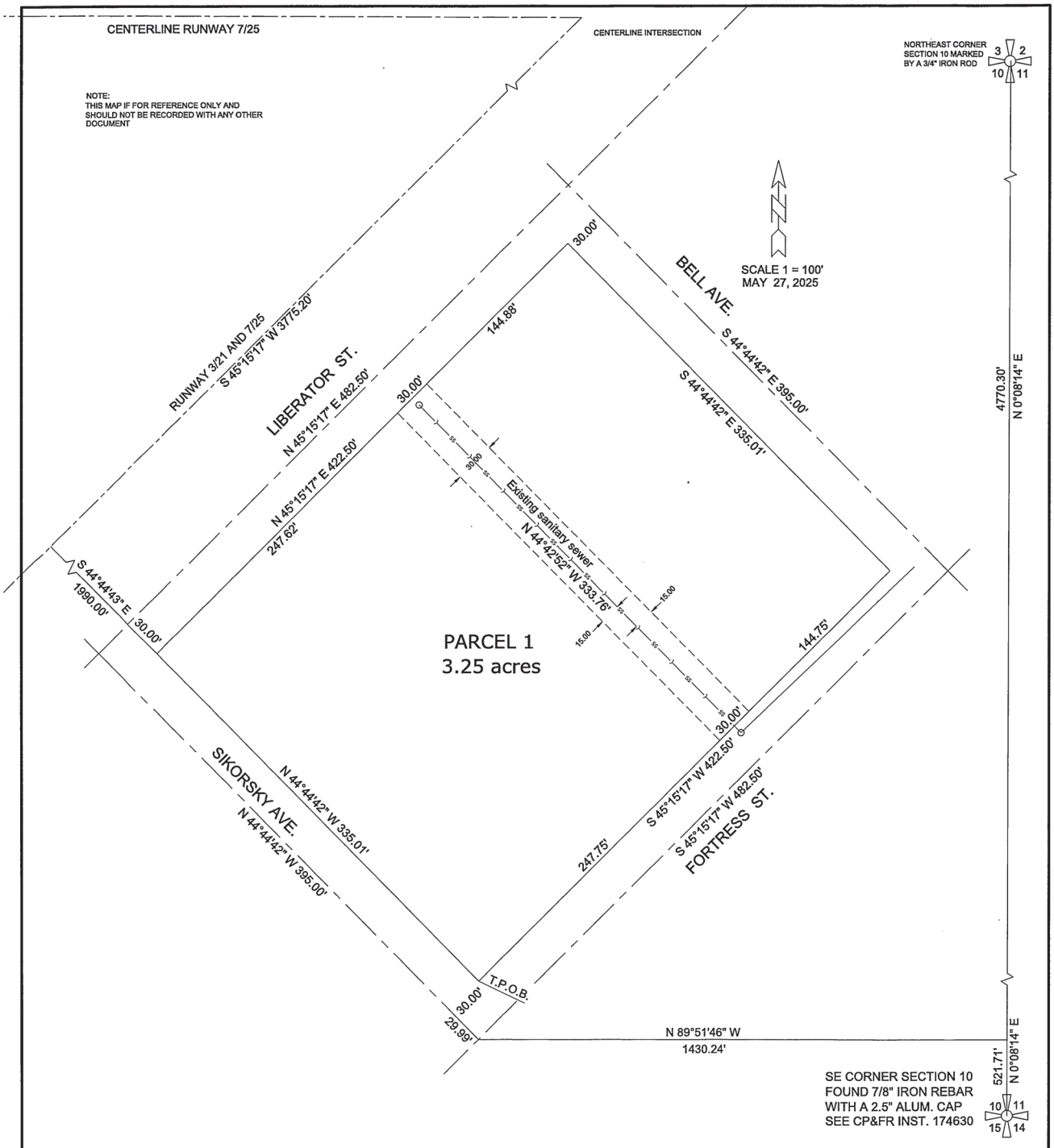
Thence North 89°51'46" West, leaving said East line, a distance of 1430.24 feet to the centerline intersection of Fortress Street and Sikorsky Avenue;

Thence North 44°44'42" West along the centerline of Sikorsky Avenue, a distance of 29.99 feet;
Thence North 45°15'17" East, a distance of 30.00 feet;
Thence continuing North 45°15'17" East, parallel with the centerline of Fortress Avenue a distance of 262.75 feet to the centerline of the strip of land being described,

The True Point of Beginning;

Thence North 44°42'42" West along said centerline, a distance of 333.76 feet to the terminus of the centerline being described. The sidelines of the aforementioned strip of land are to be shortened or lengthened to begin on southeasterly boundary line of the aforementioned parcel of land terminate on northwesterly boundary line of the aforementioned parcel of land.





PARCEL 1
POCATELLO REGIONAL AIRPORT
LOCATED IN
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM
POWER COUNTY, IDAHO

H:\Common\Development\Airport\Airporthanger 2017 2019

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND IDAHO INLINE HOCKEY ASSOCIATION, INC. FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pocatello ("City") is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purposes of constructing and operating an indoor hockey facility; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of June, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

Agenda Item #13(b)

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 29, 2025

RE: Lease Agreement and Resolution

I have reviewed the lease agreement and resolution with RDM Onsite, LLC. I have no legal concerns regarding the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

LEASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and RDM ONSITE, LLC, a limited liability company of Idaho, hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, the Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purpose of cold storage of items related to their business operations.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. PREMISES

Lessor hereby lets and rents to Lessee the north half of the building located at 1955 Beechcraft Avenue, approximately 4,208 square feet.

II. TERM

This Agreement shall be for a five (5) year period, commencing June 5, 2025, and ending June 4, 2030.

III. PURPOSE

Lessee may use the leased premises for cold storage of items related to the operation of Lessee's business and performing such other operations as may be incidental and/or necessary to the operation of said business. Furthermore, Lessee is expressly prohibited from storing flammables on or

about the leased premises except for those which are stored as a part of the Lessee's operation of storing vehicles and other equipment.

IV. SELF-SERVICE STORAGE FACILITIES

The Lessee acknowledges the aforedescribed leased premises shall be considered a self-service storage facility pursuant to I.C. Title 55 Chapter 23 and shall be subject to an operator's lien pursuant to said title and chapter. Lessee further acknowledges the existence of an operator's lien for any property stored within the leased premises. Lessee is required to disclose all information pertaining to lienholders or secured parties who have an interest in property stored within the leased premises.

V. RENTAL

For the first year of this Agreement term commencing June 5, 2025 and terminating June 4, 2026, Lessee shall pay to Lessor the sum of Five Hundred Fifty-Three Dollars and Eighty Cents ($553.80) per month. For each succeeding year, the rental rate shall increase in an amount not less than that of the Western Consumer Price Index for the preceding year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. The rental payment shall be made on or before the 10th day of each month during the term of this Agreement and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs

Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

VI. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Agreement is relying upon its own judgment, information, and inspection of the leased premises.

Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VII. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VIII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time. If any major repair to the premises is needed for which Lessee cannot fund, it is agreed the Agreement may be terminated.

IX. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

X. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

XI. INDEMNIFICATION

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Article XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

XII. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

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

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

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 Article X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

XIII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIV. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving sixty (60) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and

except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XV. TERMINATION

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Agreement shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances and any remaining fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, including the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVII. DEFAULT

A. Failure of Lessee to pay rent or any other charge within ten (10) days after it is due shall constitute default of this Agreement, and is subject to enforcement of the operator's lien pursuant to I.C. §55-2306. In the event of default, Lessor shall follow the proper procedure pursuant to I.C. §55-2306, in which Lessor may sell property stored therein to satisfy the lien including any expenses incurred by enforcing the lien.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, broker commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

XIX. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the

leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Agreement, or which come onto the leased premises during the term of this Agreement from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.),* and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

XX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the

discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XXI. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises to advertise the nature of its business. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, install, or

operated upon the premises herein any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXII. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the Agreement, and to reenter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued; provided, however,

that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Agreement and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. MERGER. 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 of the express provisions herein.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of the Agreement.

F. 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 interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the

lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby

L. RENTAL ABATEMENT. Prior to occupancy, Lessee shall provide to the Airport

Manager a list of all major repairs and/or improvements and estimates of costs associated with said repairs and/or improvements to the leased premises, which are required in order for Lessee to occupy the leased premises. Lessee shall provide said information prior to making such repairs or improvements. Airport Manager shall have twenty-one (21) days after receipt of said information to approve or deny such repairs or improvements and denote which improvements are eligible to be applied as rental abatement. Once the Airport Manager has identified in writing the approved repairs or improvements, Lessee shall make the same and, once completed, provide Airport Manager with verified receipts and/or paid invoices. The eligible repairs or improvements shall then be applied as a credit to the monthly rental payments. Once initial repairs or improvements are complete, which are required for Lessee's business to become operational, this clause shall not be applicable for the remainder of this Agreement.

XXIII. NOTICES

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Airport Manager
P.O. Box 4169
Pocatello, ID 83205

LESSEE: RDM Onsite, LLC
Attn: Jared Barthlome
345 South 2nd Avenue
Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIV. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour.

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

LESSOR:

CITY OF POCATELLO, a municipal corporation of Idaho

_____

BRIAN C. BLAD, Mayor

ATTEST:

_____

KONNI R. KENDELL, City Clerk

LESSEE:

RDM ONSITE, LLC, a limited liability company of Idaho

_____
JARED BARTHLOME, Manager

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 Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, who executed the foregoing instrument, and acknowledged to me that such municipal 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.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in _____
My 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 Jared Barthlome, known to me or proved to me to be the Manager of RDM Onsite, LLC, who executed the foregoing instrument and acknowledged to me 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: _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND RDM ONSITE, LLC, FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pocatello ("City") is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purpose of cold storage of items related to their business operations; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of June, 2025.

CITY OF POCATELLO, a municipal

corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

Agenda Item #13(c)

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 23, 2025

RE: Lease Agreement and Resolution

I have reviewed the lease agreement and resolution with Marilyn Merrill. I have no legal concerns regarding the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and MARILYN MERRILL, 735 Victor Avenue, Chubbuck ID, 83202, hereinafter referred to as "LESSEE":

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on June 2, 2020, Lessor's spouse entered into a lease agreement with Lessee for the purpose of leasing an aviation hangar at the Pocatello Regional Airport;

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of private aircraft storage.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

I. PREMISES

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #5.

II. TERM

This Agreement shall be for a five (5) year period, commencing June 5, 2025, and terminating on June 4, 2030.

III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the

operation thereof. Lessee is prohibited from storing items or vehicles not pertinent to the operation and care of stored aircraft on the leased premises. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this Agreement must be stored within Hangar #5. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s). Additionally, the hangar shall be utilized solely for "cold storage" and no heating source such as a space heater, etc. shall be used.

IV. RENTAL

Commencing June 5, 2025 through June 4, 2026, Lessee shall pay to Lessor the sum of Three Hundred Twenty-Four Dollars and Twenty Cents ($324.20) per month. For each succeeding year, the monthly rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. Rent shall be due and payable on the 10th day of each month during the term of this Agreement and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00

as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Agreement is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or

under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

VII. MAINTENANCE OF FACILITY

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

VIII. UTILITIES

Lessee shall pay all utility charges with the exception of electricity, which shall be paid by Lessor. No additional utilities shall be installed without written consent of Lessor.

IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly or indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

X. INDEMNIFICATION

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

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

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an

amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

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 X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving 90 days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

XIV. TERMINATION

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Agreement shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor City as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. DESTRUCTION OF PREMISES

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Agreement shall be deemed terminated. The proceeds from said insurance policy may be used to reconstruct structures and facilities at the Airport at the sole discretion of the Lessor.

XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

XVII. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so

long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

XIX. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable

attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Agreement, or which come onto the leased premises during the term of this Agreement from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.),* and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or

regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

XX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly

or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

XXI. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXII. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services

thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the Agreement, and to reenter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

E. MERGER. 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 of the express provisions herein.

F. SECTION CAPTIONS. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of the Agreement.

G. 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 interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

H. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

I. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

J. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party

governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

XXIII. NOTICES

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

LESSOR: City of Pocatello
Attn: Airport Manager
P.O. Box 4169
Pocatello, ID 83205

LESSEE: Marilyn Merrill
735 Victor Avenue
Chubbuck, ID 83202

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

XXIV. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the

event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

LESSOR:

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

LESSEE:

_____
MARILYN MERRILL

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 Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me 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.

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____

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 Marilyn Merrill, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they 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: _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND MARILYN MERRILL FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pocatello ("City") is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on June 2, 2020, Lessor's spouse entered into a lease agreement with Lessee for an aviation hangar; and

WHEREAS, the June 2, 2020 lease agreement has expired and Lessee desires to renew the lease for the aviation hangar at the Pocatello Regional Airport; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of June, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ANNEXING AND ZONING APPROXIMATELY 77.95 ACRES OF LAND LOCATED NORTH OF EAST CENTER STREET AND SOUTHEAST OF VISTA DRIVE, SAID PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" OF THIS ORDINANCE; PROVIDING SAID LAND BE ZONED AS RESIDENTIAL LOW DENSITY (RL); WITH CONCURRENT COMPREHENSIVE PLAN LAND USE MAP DESIGNATION OF RESIDENTIAL (R); PROVIDING FOR THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO STATE TAX COMMISSION AND WITH THE BANNOCK COUNTY AUDITOR, TREASURER, AND ASSESSOR IN ACCORDANCE WITH IDAHO CODE §§50-223 AND 63-215; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, there are certain lands lying contiguous or adjacent to the City of Pocatello, subject to annexation in accordance with the provisions of Idaho Code §50-222; and

WHEREAS, application was made by Bill Isley for annexation of these lands; a Public Hearing was held on April 9, 2025, before the Planning and Zoning Commission; and a second Public Hearing was held before the City Council on May 1, 2025, to hear testimony regarding the proposed annexation and zoning designation; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Pocatello and the residents thereof that the said lands, heretofore described in this title and hereinafter described in this Ordinance, be annexed by the City of Pocatello and be simultaneously zoned.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the subject lands described in Exhibit A of this Ordinance be hereby annexed and made a part of the City of Pocatello.

Section 2: That the official zoning map adopted by the City of Pocatello be hereby amended to establish said land be zoned as Residential Low Density (RL).

Section 3: That the land described in Exhibit A of this Ordinance be designated Residential (R) in the City's Comprehensive Plan Land Use Map.

Section 4: That immediately after the passage, approval, and publication of this Ordinance according to law, the City Clerk is hereby directed to file with the Bannock County Auditor, Treasurer, and Assessor, and with the Idaho State Tax Commission, a certified copy of this Ordinance.

Section 5: That upon the passage, approval, and publication of this Ordinance according to law, the incorporated limits of the City of Pocatello shall extend to and include the lands described in Exhibit A of this Ordinance and thereafter all property and persons within the limits of the lands herein annexed shall be subject to all of the provisions of the laws of the City of Pocatello and to the police regulations thereof.

Section 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of June, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____

BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

On this _____ day of _____, 2025, 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 _____

EXHIBIT A
ANNEXATION FOR THE RIDGES @ HIGH TERRACE

A PORTION OF LAND LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/16 CORNER OF SECTION 19, BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 22205345;

THENCE SOUTH 00°26'15" EAST, ALONG THE WEST LINE OF SECTION 19 AND THE EAST BOUNDARY OF CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 1085.17 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 55°15'01" EAST, LEAVING SAID WEST LINE OF SECTION 19 AND SAID EAST BOUNDARY OF CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 423.79 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SECTION 19;

THENCE SOUTH 89°51'09" EAST, ALONG SAID LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 980.77 FEET TO THE CENTER 1/4 CORNER OF SECTION 19;

THENCE SOUTH 89°52'08" EAST, CONTINUING ALONG SAID LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 1302.07 FEET TO THE CENTER EAST 1/16 CORNER OF SECTION 19;

THENCE SOUTH 00°08'22" EAST, LEAVING SAID LATITUDINAL CENTERLINE OF SECTION 19 AND FOLLOWING ALONG THE EAST 1/16 LINE OF SECTION 19, A DISTANCE OF 1327.29 FEET TO THE SOUTHEAST 1/16 CORNER OF SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367;

THENCE NORTH 89°44'04" WEST, LEAVING SAID EAST 1/16 LINE OF SECTION 19 AND FOLLOWING ALONG THE SOUTH 1/16 LINE OF SECTION 19 AND THE NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367, A DISTANCE OF 1318.89 FEET TO THE CENTER SOUTH 1/16 CORNER OF SECTION 19;

THENCE NORTH 89°44'30" WEST, CONTINUING ALONG SAID SOUTH 1/16 LINE OF SECTION 19 AND SAID NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367, A DISTANCE OF 1314.60 FEET TO THE SOUTHWEST 1/16 CORNER OF SECTION 19, ALSO BEING A POINT ON THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681;

THENCE NORTH 00°02'40" EAST, LEAVING SAID SOUTH 1/16 LINE OF SECTION 19 AND FOLLOWING ALONG THE WEST LINE OF SECTION 19 AND SAID EAST

BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681, A DISTANCE OF 29.92 FEET TO THE SOUTH CORNER OF LOT 1, BLOCK 1 OF HIDDEN VALLEY SUBDIVISION 2ND ADDITION – REPLAT (RECORD INST. NO. 21713050);

THENCE LEAVING THE WEST LINE OF SECTION 19 AND FOLLOWING ALONG THE BOUNDARY OF SAID HIDDEN VALLEY SUBDIVISION 2ND ADDITION – REPLAT AND THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681 FOR THE FOLLOWING SIX (6) COURSES:

1. NORTH 50°34’10” EAST A DISTANCE OF 120.00 FEET;
2. SOUTH 54°58’19” EAST A DISTANCE OF 96.80 FEET;
3. NORTH 47°10’02” EAST A DISTANCE OF 267.58 FEET;
4. NORTH 16°48’16” WEST A DISTANCE OF 211.07 FEET;
5. NORTH 53°22’16” WEST A DISTANCE OF 131.33 FEET;
6. SOUTH 83°30’41” WEST A DISTANCE OF 202.71 FEET TO A POINT ON THE WEST LINE OF SECTION 19;

THENCE NORTH 00°02’40” EAST, FOLLOWING ALONG SAID WEST LINE OF SECTION 19 AND SAID EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681, A DISTANCE OF 831.64 FEET TO THE CENTER WEST 1/16 CORNER OF SECTION 19;

THENCE NORTH 00°26’15” WEST, LEAVING SAID EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681 AND FOLLOWING ALONG SAID WEST LINE OF SECTION 19 AND THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 240.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 77.95 ACRES, MORE OR LESS.