

*The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), seating in the Council Chambers may be limited. All seating is available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.*

*This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact Deputy City Clerk Jasmine Marroquin at 612-8415 or the ADA Coordinator Lisa Farris at 612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.*

### **CITY COUNCIL WORK SESSION**

*Times listed in parentheses are only estimates.*

Call to Order and Roll Call

Mayor and Council:

- Calendars, Announcements, Reports, Updates, Questions, and Discussion (10)
- Liaison Reports and Councilmember Concerns (10)

Community Development Services:

**-Acceptance and/or Receipt of Minutes**

*Action Item: To receive recommendations from the Planning and Zoning Commission (5)*

**-Discussion:** Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Parkway Division 1.

*Action: 1. Approve the Development Agreement for the Final Plat for Parkwood Division 1 and give authorization for the Mayor and City Clerk to sign said agreement (or take other action deemed appropriate).*

*Action: 2. Accept the Final Plat for Parkwood Division 1 and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).*

*Action: 3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Parkwood Division 1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).*

Idaho Falls Power

**-Discussion:** Purchase Altec AT235P Bucket Truck for Idaho Falls Power (5)

*Action: Accept Quote 971067 from Sourcewell's State Contract for Altec and approve the purchase of the Altec AT235P Bucket Truck for a total of \$131,7707.00 (or take other action deemed appropriate).*

Airport:

**-Discussion:** Ratify purchase of Airport Rescue & Fire Fighting (ARFF) Truck (5)

*Action: Ratify the purchase of Oshkosh ARFF Truck (or take other action deemed appropriate).*

Public Works

**-Discussion:** Bid Award – Lincoln Drive & John Adams Parkway Water Line Improvements 2023 (5)

*Action: Approve the plans and specifications, award to the lowest responsive, responsible bidder, JM Concrete, Inc., and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).*

**-Discussion:** Bid Award – North Park Drive Realignment (5)

*Action: Approve the plans and specifications, award to the lowest responsive, responsible bidder, Sunroc Corporation, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).*

**-Update:** GIFT Program Performance and 2022 Year-end Report (20)

*Action: Council Direction to Staff*

Office of the Mayor with Office of the  
City Clerk:

**-Discussion:** 2023 City Council Calendar Dates (15)

*Action: Council Direction to Staff*

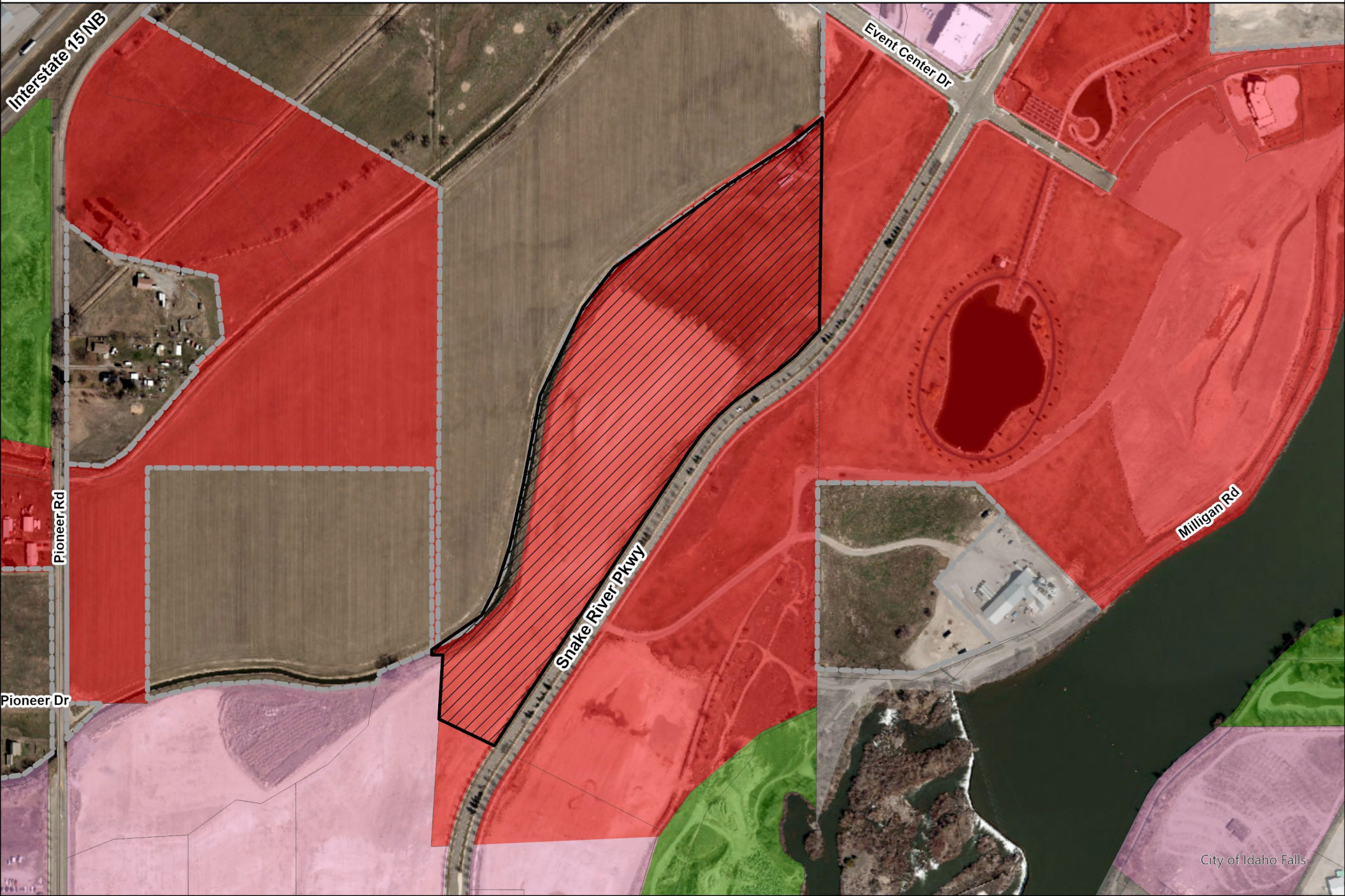
DATED this 9<sup>th</sup> day of December 2022



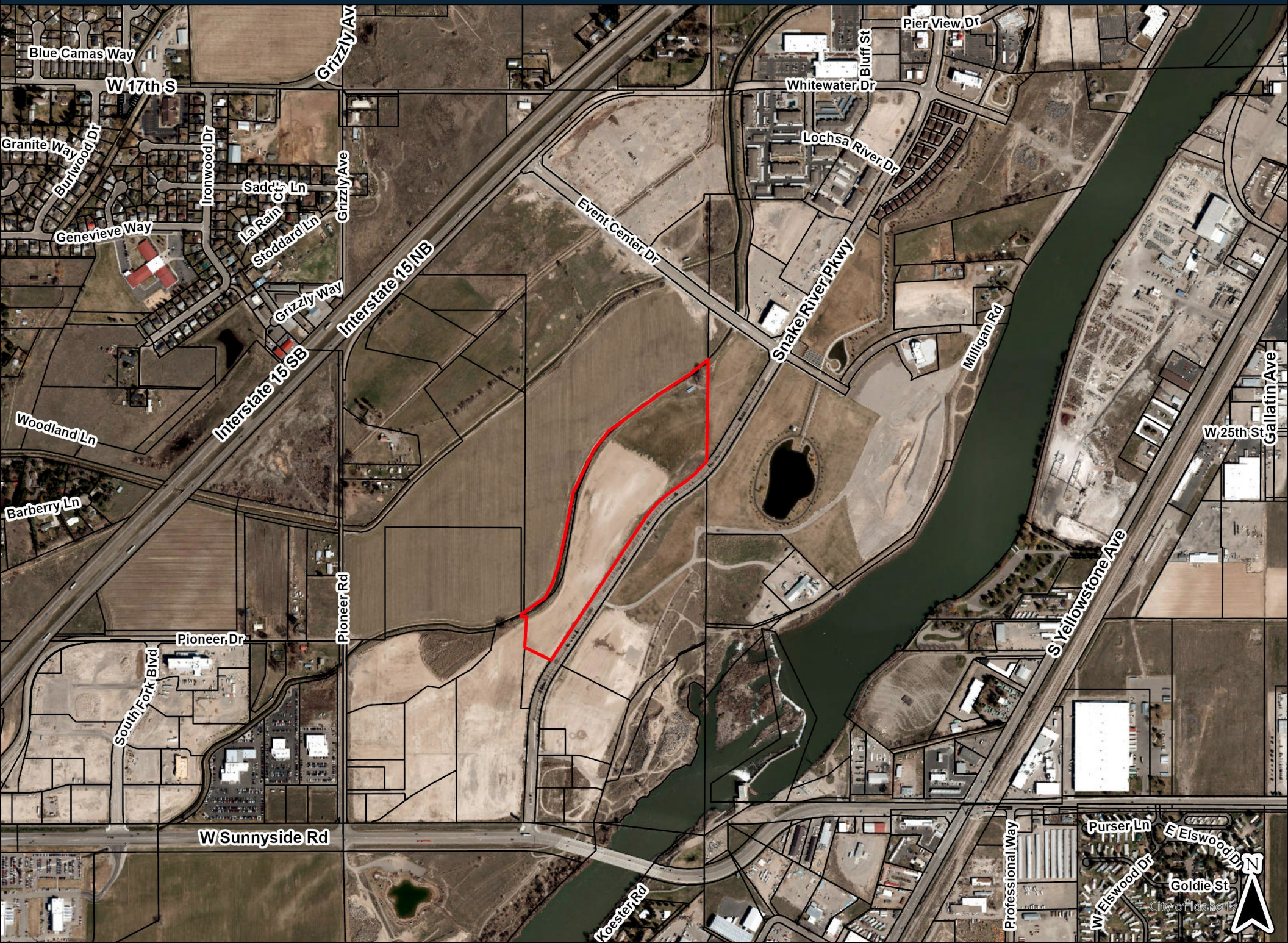
Jasmine Marroquin, Deputy City Clerk



CDS: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Parkway Division 1.







Blue Camas Way

W 17th S

Grizzly Ave

Granite Way

Burwood Dr

Ironwood Dr

Saddle Ln

La Rain

Stoddard Ln

Genevieve Way

Grizzly Way

Interstate 15 NB

Interstate 15 SB

Woodland Ln

Barberry Ln

Event Center Dr

Snake River Pkwy

Whitewater Dr

Lochsa River Dr

Pier View Dr

Bluff St

Milligan Rd

W 25th St

Gallatin Ave

S Yellowstone Ave

Pioneer Dr

Pioneer Rd

South Fork Blvd

W Sunnyside Rd

Koester Rd

Professional Way

Purser Ln

E Elswood Dr

Goldie St

City of Idaho Falls





PARKWAY APARTMENTS AT SNAKE RIVER LANDING

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY IDAHO.  
LOCATED IN PART OF THE EAST HALF OF SECTION 26,  
TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN

LEGEND

- PLAT BOUNDARY LINE  
LOT LINE  
EASEMENT (AS NOTED)  
SET 8"x24" REBAR WITH PLASTIC CAP MARKED LS 10784  
FOUND 8"x24" REBAR WITH PLASTIC CAP MARKED PLS 8795 (UNLESS NOTED OTHERWISE)  
CALCULATED POINT (NOTHING SET)  
PLSS SECTION CORNER  
5/8"x24" REBAR WITH 2" ALUMINUM CAP MARKED LS 10784 WITNESS CORNER TO MEANDER  
POB  
P.U.E.  
INSTR.  
FND.  
CAE  
POINT OF BEGINNING  
PUBLIC UTILITY EASEMENT  
INSTRUMENT  
FOUND  
CROSS ACCESS EASEMENT

REFERENCE SURVEYS

R1- Snake River Landing Division, No. 1, Instrument No. 1236215

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	280.40	909.09	17°40'19"	N48°52'53"E	279.29
C2	329.04	780.00	24°10'12"	S45°37'57"W	326.61
C3	113.86	909.09	7°10'34"	N43°38'01"E	113.79
C4	166.53	909.09	10°29'45"	N52°28'10"E	166.30

LINE TABLE

LINE	LENGTH	BEARING
L1	46.23	S00°40'30"W
L2	58.95	S47°16'36"W
L3	41.45	S51°59'06"W
L4	40.76	S55°26'29"W
L5	79.42	S59°21'37"W
L6	38.97	S58°40'05"W
L7	83.15	S60°45'53"W
L8	80.61	S59°17'07"W
L9	121.53	S54°43'18"W
L10	122.20	S54°23'48"W
L11	121.11	S48°11'30"W
L12	83.62	S48°52'16"W
L13	38.34	S42°39'08"W
L14	39.16	S38°16'31"W
L15	81.89	S31°27'32"W
L16	41.91	S29°40'02"W
L17	82.86	S26°51'56"W
L18	79.08	S25°12'57"W
L19	82.24	S21°36'26"W
L20	82.32	S16°49'57"W
L21	39.02	S11°20'43"W
L22	83.22	S07°49'24"W
L23	39.79	S08°43'05"W
L24	42.77	S10°37'54"W
L25	83.05	S12°10'50"W
L26	119.24	S12°58'39"W
L27	82.08	S09°28'39"W
L28	40.83	S12°01'46"W
L29	38.97	S14°53'43"W
L30	42.09	S19°26'03"W
L31	42.58	S25°46'56"W
L32	40.34	S34°41'20"W
L33	40.04	S39°55'35"W
L34	51.07	S43°51'06"W
L35	11.11	N03°33'35"E
L36	54.36	S51°51'21"W
L37	42.07	S59°16'38"W
L38	49.31	S62°13'42"W
L39	37.90	N89°45'25"W
L40	20.71	N00°02'25"W

PARKWAY APARTMENTS AT SNAKE RIVER LANDING

A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY IDAHO.  
LOCATED IN PART OF THE EAST HALF OF SECTION 26  
TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN

ALLIANCE CONSULTING ENGINEERS

150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435) 755-5121

SHEET

1

1 of 2 SHEETS



LEGAL DESCRIPTION

Part of the East Half of Section 26, Township 2 North, Range 38 East of the Boise Meridian described as follows:

Commencing at the Northeast Corner of Section 26, Township 2 North, Range 38 East of the Boise Meridian monumented with a Brass Cap thence S 00°40'30" W 1911.92 feet (South 1932 feet, By Record) along the east line of the Northeast Quarter of said Section 26 to a point being on the center line of the Sidehill Canal and the POINT OF BEGINNING and running

thence S 00°40'30" W 725.27 feet continuing along the east line of the Northeast Quarter of Section 26 to the East Quarter Corner of Section 26 monumented with an Aluminum Cap;  
thence S 00°41'34" W 4.02 feet along the east line of the Southeast Quarter of said Section 26 to a point of non-tangent curve on the west right-of-way line of Snake River Parkway;  
thence along said west right-of-way the next three courses:  
1) thence Southwesterly, a distance of 280.40 feet along said non-tangent curve to the right of which the radius point lies N 49°57'16" W, with a radius of 909.09 feet, having a central angle of 17°40'19" and a chord that bears S 48°52'53" W 279.29 feet to a point of reverse curve;  
2) thence Southwesterly, a distance of 329.04 feet along said reverse curve to the left having a radius of 780.00 feet and a central angle of 24°10'12" and a chord that bears S 45°37'57" W 326.61 feet;  
3) thence S 33°32'51" W 1,204.19 feet;  
thence N 63°06'00" W 210.94 feet; thence N 03°33'35" E 214.71 feet; thence N 89°45'25" W 37.90 feet; thence N 00°02'25" W 20.71 feet to the centerline of Sidehill Canal;  
thence along said centerline the next thirteen courses:  
1) thence N 61°36'33" E 138.81 feet;  
2) thence N 43°16'16" E 111.07 feet;  
3) thence N 29°31'00" E 73.23 feet;  
4) thence N 17°39'47" E 59.88 feet;  
5) thence N 11°36'53" E 352.70 feet;  
6) thence N 10°38'25" E 251.90 feet;  
7) thence N 23°24'08" E 252.00 feet;  
8) thence N 31°47'50" E 160.57 feet;  
9) thence N 44°07'57" E 130.99 feet;  
10) thence N 51°25'01" E 248.76 feet;  
11) thence N 55°12'35" E 182.02 feet;  
12) thence N 59°31'30" E 246.72 feet;  
13) thence N 49°57'15" E 167.39 feet to the point of beginning, containing 23.144 acres, more or less.

SURVEYOR'S NARRATIVE

- 1. THE PURPOSE OF THIS SURVEY WAS TO DIVIDE THE SUBJECT PROPERTY INTO 3 LOTS. THIS PROPERTY IS DESCRIBED IN WARRANTY DEED RECORDED IN THE BONNEVILLE COUNTY RECORDER'S OFFICE UNDER INSTRUMENT NO. 1640529 ON MAY, 6, 2020.
- 2. THE BASIS OF BEARING IS S 00°40'30"W BETWEEN THE NORTHEAST CORNER AND EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN. "CITY OF IDAHO FALLS 2004 COORDINATE SYSTEM."
- 3. LINE ESTABLISHED ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 26.
- 4. LINE ESTABLISHED ALONG THE MONUMENTED RIGHT-OF-WAY LINE OF SNAKE RIVER PARKWAY PURSUANT TO SNAKE RIVER LANDING-DIVISION NO. 1 RECORDED IN THE BONNEVILLE COUNTY RECORDER'S OFFICE ON SEPTEMBER 1, 2006 UNDER INSTRUMENT NO. 1236215(R).
- 5. LINE ESTABLISHED ALONG THE CENTERLINE OF SIDEHILL CANAL PURSUANT TO WARRANTY DEED INSTRUMENT NO. 1640529 AND WARRANTY DEED INSTRUMENT NO. 1211752.
- 6. LINE ESTABLISHED USING WARRANTY DEED INSTRUMENT NO. 1641303
- 7. LINE ESTABLISHED USING RECORD OF SURVEY NO. 1044643 FOR MONROC PROPERTY FOR ALLEN BALL.
- 8. THE SECTION LINE ALONG THE WEST LINE OF OF THE SOUTHWEST QUARTER OF SECTION 25 WAS ESTABLISHED AS FOLLOWS: TWO 1/2" REBAR WERE FOUND AT THE SOUTHWEST CORNER OF PARCEL RP02N37E25S656 APPROXIMATELY 3" APART. THE SOUTHEAST REBAR WAS LOWER AND LIKELY TO BE THE FIRST REBAR SET AND WAS HIDDEN IN THE TALL GRASS, THEN THE SECOND MONUMENT WAS SET VERY CLOSE TO THE SAME POSITION AND LEFT HIGHER. THEREFORE, THE LOWER SOUTHEAST MONUMENT WAS ACCEPTED AS THE ORIGINAL MONUMENT. AS SUCH A LINE FROM THE EAST QUARTER CORNER OF SECTION 26 SHOWN ON CP&F INSTRUMENT NO. 1699618 AND THE BEFORE SAID EAST REBAR WAS USED AS THE SECTION LINE. THE MEANDER CORNER SHOWN ON GLO PLAT IS AS BEING 29 CHAINS SOUTH OF THE WEST QUARTER CORNER OF SECTION 25. THIS POSITION WOULD PUT THE MEANDER CORNER IN THE CURRENT LOCATION OF THE SNAKE RIVER. AS SUCH A WITNESS CORNER WAS SET ON THE CURRENT BANK ON-LINE. SEE CP&F NO. 1735942.

GENERAL NOTES

- 1. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY RESERVED WITHIN EACH LOT ALONG ALL ROAD FRONTAGES. THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USES AS DESIGNATED ON THE PLAT
- 2. 5/8"X24" REBAR WITH CAP WILL BE SET AT ALL REAR AND INTERIOR PROPERTY CORNERS.
- 3. TOTAL AREA: 23.144 ACRES
- 4. EXISTING 25' WIDE PUBLIC UTILITY EASEMENT: DEED OF EASEMENT RECORDED IN THE BONNEVILLE COUNTY RECORDER'S OFFICE UNDER INSTRUMENT NO. 1325385 ON MARCH 3, 2009
- 5. EXISTING 25' WIDE PUBLIC UTILITY EASEMENT: DEED OF EASEMENT RECORDED IN THE BONNEVILLE COUNTY RECORDER'S OFFICE UNDER INSTRUMENT NO. 1325386 ON MARCH 3, 2009.
- 6. LOT 3, BLOCK 1 IS NON-BUILDABLE.
- 7. LOT 1 AND LOT 3, BLOCK 1 IS SUBJECT TO A CANAL RIGHT-OF-WAY. SEE CANAL RIGHT-OF-WAY CERTIFICATE AND RECORD OF SURVEY RECORDED AS INSTRUMENT NO. 1266948 ON JUNE 18, 2007.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned PARKWAY APARTMENTS, LLC, an Idaho Limited Liability Company is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Parkway Apartments at Snake River Landing, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

Be it further known, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all public easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER does hereby grant and convey to Lots 1 and 2 of Block 1, a private reciprocal cross-access easement as shown and described hereon and labeled as CAE, the said private cross-access easement is granted by the mutual consent and agreement between the parties, the adequacy and receipt of which is hereby acknowledged, that the OWNER also does hereby grant, bargain, and convey to the owners of said lots hereafter referred to as, BENEFITED CAE HOLDERS, their licensees, invitees, agents, successors, and assigns, the full and free right for said BENEFITED CAE HOLDERS and said BENEFITED CAE HOLDERS' tenants, servants, invitees, licensees, and visitors to the private cross-access agreements described herein in common with all persons designated to have a like right at all times hereafter, for ingress and egress and vehicular access, and a perpetual easement for roadway purposes, on and across the property, except for parking, that OWNER also does hereby grant and convey to the City of Idaho Falls forever a non-exclusive irrevocable easement for right-of-way for emergency vehicles and emergency responders, across the cross-access easement labeled as CAE.

OWNER, or its heirs, successors or assigns, agree they will construct no permanent structure within or upon any public easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, and City of Idaho Falls shall have the right, to remove any obstructions on said cross-access easement which may injure or interfere with the City of Idaho Falls use thereof, such right of removal may be exercised without prior notice to OWNER or OWNER'S heirs, successors, or assigns.

OWNER or its heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or its heirs, successors or assigns, further agree that they shall construct no structures or maintain any obstructions on said cross-access easements, including but not limited to gates, barriers, or vehicles of any type.

OWNER or its heirs, successors or assigns, further agree to maintain the said cross-access easements and to remove snow pursuant to the requirements of the International Fire Code §503 as it is amended from time to time, and as adopted by the City of Idaho Falls, Idaho.

OWNER or its heirs, successors or assigns hereby releases the City of Idaho Falls and its successors, assigns, permittees or licensees from any claim for damages, based upon concealed or undisclosed private improvements constructed or permitted to be constructed by OWNER or its successors or assigns within any public easements, subsequent to recording this subdivision, that may be incurred as a result of the City of Idaho Falls and its successors, assigns, permittees or licensees ordinary use of the public easements with due care.

OWNER or its heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, or each lot owner as the case may be, against said OWNER and its heirs and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed its seal and signature this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

PARKWAY APARTMENTS, LLC

TROY KARTCHNER, MANAGER

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) :SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a notary public in and for said state, personally appeared Troy Kartchner, known or identified to me, to be a managing member of the limited liability company of Parkway Apartments, LLC, and the person who subscribed said limited liability company's name to the foregoing OWNER'S Dedication, and the Drinking Water System Certificate and acknowledged to me that he executed the same in said limited liability company's name as a person authorized to bind such limited liability company.

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

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

TREASURER'S CERTIFICATE

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

DATE: \_\_\_\_\_  
BONNEVILLE COUNTY TREASURER

HEALTH DEPARTMENT CERTIFICATE OF APPROVAL

Sanitary restrictions as required by I.C. §50-1326 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with I.C. §50-1326, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, REHS Date: \_\_\_\_\_

FLOOD PLAIN NOTE

ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1600270230C THIS SUBDIVISION IS NOT IN THE 100-YEAR FLOOD PLAIN.

CITY'S ACCEPTANCE

The accompanying plat was duly accepted and approved by the City Council of Idaho Falls adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

_____ MAYOR	_____ CITY CLERK
_____ CITY ENGINEER	_____ CITY SURVEYOR
KENT J. FUGAL, PE 9247	KENNETH BALDWIN ROBERTS, PLS 9755

COUNTY SURVEYOR'S VERIFICATION

I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find that it complies with I.C. §50-1305.

Date: \_\_\_\_\_  
BONNEVILLE COUNTY SURVEYOR,  
David Douglas Romrell, PLS 12223

CANAL RIGHT-OF-WAY

All canals, as shown hereon, exist within a right-of-way defined by I.C. §42-1102 and must have written permission of the owner or operator of the right-of-way to construct anything within, under, upon or over the area, to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

WATER RIGHTS DISCLOSURE

Notice is hereby given that all lots or property included within this plat are within the New Sweden Irrigation District and that a suitable surface water delivery system has not been provided for such lots of property. All lots will remain subject to assessments levied by such irrigation District and each individual purchaser/owner will be responsible to pay such assessments. All assessments are a lien upon the lots of property unless the purchaser/owner files a petition requesting exclusion from the district. The purchaser/owner may file such petition at any future date. The owner/developer is obligated to comply with the provisions of I. C. §31-3805.

DRINKING WATER SYSTEM CERTIFICATE

Pursuant to I.C. §50-1334, the OWNER does hereby, certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set its signature this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

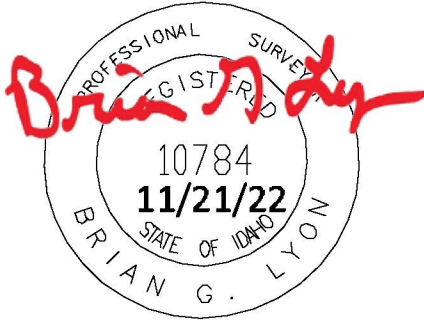
Parkway Apartments, LLC

Troy Kartchner, Manager

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as Parkway Apartments at Snake River Landing, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

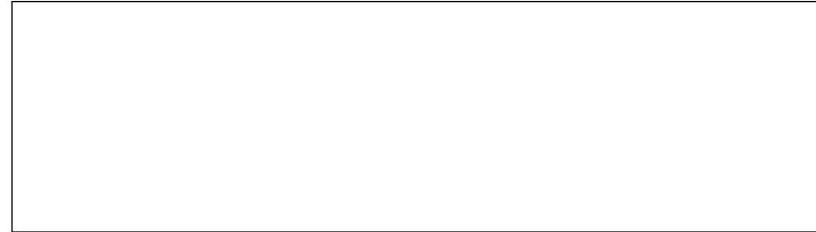
\_\_\_\_\_, P.L.S.10784



RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat Parkway Apartments at Snake River Landing, was filed in the Office of the Recorder of Bonneville County, Idaho

\_\_\_\_\_  
BONNEVILLE COUNTY RECORDER



PARKWAY APARTMENTS AT SNAKE RIVER LANDING  
A SUBDIVISION OF THE CITY OF IDAHO FALLS, BONNEVILLE COUNTY IDAHO.  
LOCATED IN PART OF THE EAST HALF OF SECTION 26  
TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN

ALLIANCE CONSULTING  
ENGINEERS  
150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435) 755-5121



IDAHO FALLS PLANNING AND ZONING COMMISSION  
STAFF REPORT  
Final Plat Parkway Division No 1  
December 15, 2022



Community  
Development  
Services

**Applicant:** Alliance  
Consulting Engineers

**Project Manager:** Kerry  
Beutler

**Location:** north of W  
Sunnyside Rd, east of  
Pioneer Rd, south of Event  
Center Drive, west of Snake  
River Pwky

**Size:** Approx. 23.1 acres  
**Lots:** 2

**Existing Zoning:**

Site: LC  
North: LC  
South: LC  
East: LC  
West: County A-1

**Existing Land Uses:**

Site: Undeveloped  
North: Undeveloped  
South: Undeveloped  
East: Undeveloped  
West: Agricultural

**Future Land Use Map:**

Mixed Use Centers and  
Corridors

**Attachments:**

1. Subdivision and Zoning  
Ordinance Requirements
2. Comprehensive Plan  
Policies
3. Maps and aerial photos
4. Final Plat

**Requested Action:** To **approve** the final plat of Parkway  
Division No 1.

**Staff Comments:** The property is zoned LC. The subdivision  
includes two lots. All of the lots area of sufficient size to  
accommodate future development and comply with the  
Subdivision Regulations.

The subdivision will have access from Snake River Parkway,  
a minor arterial. Snake River Parkway is an existing  
developed road and access points were determined previously.

“Connecting Our Community” a plan for connecting the Idaho  
Falls area through walking and biking, shows a shared use  
path on the canal immediately west of the site. The pathway  
has been addressed as part of the development agreement  
consistent with other development currently occurring in  
Snake River Landing.

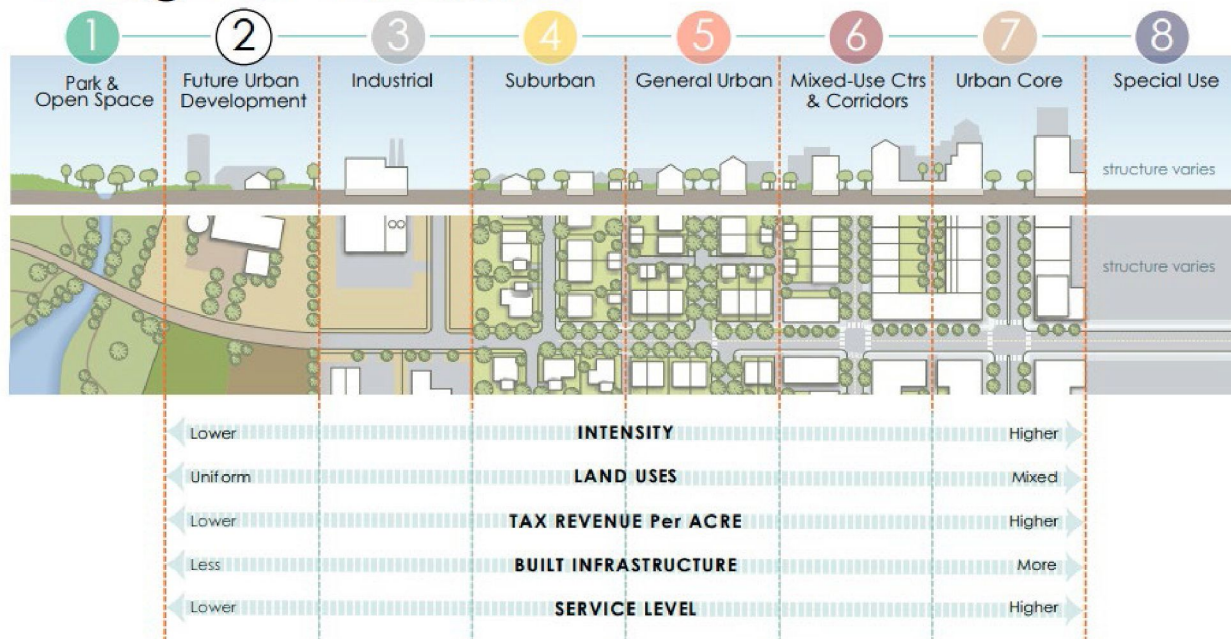
**Staff Recommendation:** Staff has reviewed the final plat and  
finds it complies with the Subdivision and Comprehensive  
Zoning Ordinance. Staff recommends approval of the final  
plat with the condition that the developer address the shared  
use path along the canal.

**Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance**

<b>REQUIREMENTS</b>	<b>Staff Review</b>
Requirements listed in Section 10-1:	
Building envelopes sufficient to construct a building.	<b>X</b>
Lot dimensions conform to the minimum standards of Zoning Ordinance.	<b>X</b>
Lots have full frontage on, and access to, a dedicated street.	<b>X</b>
Residential lots do not have direct access to arterial streets.	<b>X</b>
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	<b>X</b>
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	<b>X</b>
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	<b>X</b>
All property within the subdivision shall be included within a lot or area dedicated for public use.	<b>X</b>
All corner lots zoned RP through R-3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	<b>NA</b>
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	<b>NA</b>
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	<b>NA</b>
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150 ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	<b>X</b>
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	No new streets

## Comprehensive Plan Policies:

### ImagineIT Transects



#### 6. Mixed-Use Centers & Corridors

Snapshot: The Mixed-Use Centers and Corridors Transect denotes areas where people tend to shop, eat and gather. These areas include all housing types but generally at a more intense scale than other areas. These areas also include mixed-use buildings, recreation centers and commercial uses. Mixed-Use Centers and corridors may vary in scale from large, regional commercial centers with supportive housing to smaller commercial pockets called walkable centers that support a well-connected, walkable neighborhood.

Local examples: Northgate Mile and 1<sup>st</sup> Street corridors, Intersection of 65<sup>th</sup> South and 5<sup>th</sup> West, Intersection of Skyline and Broadway, Snake River Landing

## Subdivision Ordinance:

### Section 10-1-9A

(9) If the final plat conforms to the provisions of this Chapter and all other applicable State or Federal laws, or local ordinances, the Council shall approve the final plat and authorize the Mayor and Clerk to sign the original plat.

## Zoning Information:

### 11-3-5: PURPOSE OF COMMERCIAL ZONES



- (C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City's residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

**Table 11-3-5: Dimensional Standards for Commercial Zones**

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
<b>Setbacks – Minimum in ft.</b>				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-6) of this Zoning Code.				

June 21, 2022

7:00 p.m.

Planning Department

City Annex Building

**MEMBERS PRESENT:** Commissioners Lindsey Romankiw, Kristi Brower, Arnold Cantu, Brent, Dixon, Glen Ogden (via Webex - late)

**MEMBERS ABSENT:** Joanne Denney, Margaret Wimborne, George Morrison

**ALSO PRESENT:** Assistant Planning Director Kerry Beutler; planner Caitlin Long, Brian Stevens, Assistant City Attorney Michael Kirkham, Esq. and interested citizens.

**CALL TO ORDER:** Lindsey Romankiw called the meeting to order at 7:00 p.m.

**CHANGES TO AGENDA:** Items 2 and 3 have been postponed until August 2, 2022 (Plat 22-019; PUD 22-001). Kirkham clarified that the applicant requested to have the item removed from the Agenda

**MINUTES:** Dixon moved accept the minutes of June 7, 2022 with the correction requested Cantu seconded the motion, and the motion passed unanimously.

**Business:**

**5. PLAT 22-018: FINAL PLAT. Parkway Division No. 1**

**Applicant: Bryan Lyon, Alliance Engineering.** Wanting to do a multi-family development and this is the first step. Stood for questions.

Beutler presented the staff report, a part of the record.

**Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Parkway Division No. 1, with the stipulation that the resolution of the shared use path along the canal be completed prior to going to City Council, as presented, Brower seconded the motion, and the motion passed unanimously.**

## **REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS**

### **FINAL PLAT OF PARKWAY DIVISION NO 1, GENERALLY LOCATED NORTH OF W SUNNYSIDE RD, EAST OF PIONEER RD, SOUTH OF EVENT CENTER DRIVE, WEST OF SNAKE RIVER PARKWAY**

**WHEREAS**, the applicant filed an application for a final plat on April 28, 2022; and

**WHEREAS**, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on June 21, 2022; and

**WHEREAS**, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 15, 2022 and

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

#### **I. RELEVANT CRITERIA AND STANDARDS**

1. The City Council considered the request pursuant to the City of Idaho Falls Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 23 acres parcel located generally north of W Sunnyside Rd, east of Pioneer Rd, south of Event Center Drive, west of Snake River Parkway.
3. The property is zoned LC, Limited Commercial. The plat consists of two lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the LC Zone.
5. The Idaho Falls Planning and Zoning Commission recommended approval of this Final Plat as presented.

#### **II. DECISION**

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat.

**PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT  
PARKWAY APARTMENTS AT SNAKE RIVER LANDING

This DEVELOPMENT AGREEMENT PARKWAY APARTMENTS AT SNAKE RIVER LANDING (“AGREEMENT”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (“CITY”), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and KARTCHNER COMMERCIAL, INC, a corporation, (“DEVELOPER”), whose mailing address is 601 W. 1700 S. Bldg. B, Logan, Utah 84321.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as “Subdivision”), is more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER’s right to protest development requirements described in this AGREEMENT, including DEVELOPER’s right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,



WHEREAS, DEVELOPER and CITY believe that without the public improvements required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain the property dedicated to CITY on the Subdivision plat and all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the

timely performance of the work governed by such permits.

5.     **Inspection.** DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6.     **Corrected Improvement Plans.** Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7.     **Acceptance of Subdivision.** Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance and that also references the recording information for this AGREEMENT and thereby releasing the Subdivision, or the accepted portion thereof, from the encumbrances of this AGREEMENT. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8.       Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby respectively warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns, respectively, and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises by or through DEVELOPER and DEVELOPER's successors or assigns, respectively, as of the date of this AGREEMENT.

9.       Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10.      Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho, commencing on the date the unpaid amount is declared immediately due and written demand therefor is delivered to DEVELOPER.

11.      Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by



construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT up to the date the final Subdivision plat

for this Subdivision is recorded. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for any other commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

- A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;
- B. Withhold the connection of water, sewer or electric service to any property located within any phase or division of the Subdivision affected by such default;
- C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;
- D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;
- E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording and Recording Fees. CITY may record this AGREEMENT with the

Bonneville County Recorder's office and prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall: (i) include a statement on the Subdivision plat that the property subject to this AGREEMENT has been excluded from the applicable irrigation district and reference the district's exclusion order by recording date and instrument number; or (ii) obtain a certification upon the Subdivision plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall contain a statement certifying that the property subject to this AGREEMENT has been excluded from the irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision or the water rights for all property within the Subdivision have been transferred from such property and that all liens and assessments of such water delivery entity have been satisfied and released.

22. Compliance With Applicable Law and Regulation. DEVELOPER agrees to comply with all applicable rules, regulations, Ordinances, Resolutions, statutes or administrative laws having applicability to development to this Subdivision and or phase of this Subdivision including, of those of CITY, Bonneville County, the State of Idaho, the United States of America, or any agency or political subdivisions thereof having jurisdiction over the Subdivision and to obtain any permits, licenses, permissions, authorizations, etc., that are required for such development.

23. Conflict With Standard Specifications. In the event of any conflict between the terms of this AGREEMENT or the Improvement Plans and the Standard Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United

States District Court for the District of Idaho.

26. Anti-Boycott Against Israel Act. Pursuant to Idaho Code section 67-2346, if payments under this AGREEMENT exceed one hundred thousand dollars (\$100,000) and DEVELOPER employs ten (10) or more persons, DEVELOPER certifies that it is not currently engaged in, and will not for the duration of this AGREEMENT engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code section 67-2346 shall have the meaning defined therein.

27. Non-Discrimination. DEVELOPER shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

28. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

29. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

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

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Jasmine Marroquin, Deputy City Clerk

By Rebecca L. Noah Casper, Ph.D., Mayor

KARTCHNER COMMERCIAL, INC.

By Troy A. Kartchner, President

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

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

(Seal)

\_\_\_\_\_  
Notary Public of Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF <sup>Utah</sup> ~~IDAHO~~                    )  
  ) ss:  
County of Cache                    )

On this 1<sup>st</sup> day of November, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Troy A. Kartchner, known or identified to me to be an authorized signator of KARTCHNER COMMERCIAL, INC., and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of said company.

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



\_\_\_\_\_  
Notary Public of ~~Idaho~~ Utah

Residing at: Logan Utah

My Commission Expires: 08/08/2025



**EXHIBIT "A"**  
**PROPERTY**

**LEGAL DESCRIPTION**

**PARKWAY APARTMENTS AT SNAKE RIVER LANDING**

Part of the East Half of Section 26, Township 2 North, Range 38 East of the Boise Meridian described as follows:

Commencing at the Northeast Corner of Section 26, Township 2 North, Range 38 East of the Boise Meridian monumented with a Brass Cap thence S 00°40'30" W 1911.92 feet (South 1932 feet, By Record) along the east line of the Northeast Quarter of said Section 26 to a point being on the center line of the Sidehill Canal and the POINT OF BEGINNING and running thence S 00°40'30" W 725.27 feet continuing along the east line of the Northeast Quarter of Section 26 to the East Quarter Corner of Section 26 monumented with an Aluminum Cap; thence S 00°41'34" W 4.02 feet along the east line of the Southeast Quarter of said Section 26 to a point of non-tangent curve on the west right-of-way line of Snake River Parkway; thence along said west right-of-way the next three courses:

1) thence Southwesterly, a distance of 280.40 feet along said non-tangent curve to the right of which the radius point lies N 49°57'16" W, with a radius of 909.09 feet, having a central angle of 17°40'19" and a chord that bears S 48°52'53" W 279.29 feet to a point of reverse curve;

2) thence Southwesterly, a distance of 329.04 feet along said reverse curve to the left having a radius of 780.00 feet and a central angle of 24°10'12" and a chord that bears S 45°37'57" W 326.61 feet;

3) thence S 33°32'51" W 1,204.19 feet; thence N 63°06'00" W 210.94 feet; thence N 03°33'35" E 214.71 feet; thence N 89°45'25" W 37.90 feet; thence N 00°02'25" W 20.71 feet to the centerline of Sidehill Canal; thence along said centerline the next thirteen courses:

- 1) thence N 61°36'33" E 138.81 feet;
- 2) thence N 43°16'16" E 111.07 feet;
- 3) thence N 29°31'00" E 73.23 feet;
- 4) thence N 17°39'47" E 59.88 feet;
- 5) thence N 11°36'53" E 352.70 feet;
- 6) thence N 10°38'25" E 251.90 feet;
- 7) thence N 23°24'08" E 252.00 feet;
- 8) thence N 31°47'50" E 160.57 feet;
- 9) thence N 44°07'57" E 130.99 feet;
- 10) thence N 51°25'01" E 248.76 feet;
- 11) thence N 55°12'35" E 182.02 feet;
- 12) thence N 59°31'30" E 246.72 feet;
- 13) thence N 49°57'15" E 167.39 feet to the point of beginning,

containing 23.144 acres, more or less.

**EXHIBIT "B"**  
**SPECIAL CONDITIONS**

**PARKWAY APARTMENTS AT SNAKE RIVER LANDING**

**S.C. 1.00 Traffic Signs.** DEVELOPER agrees to install all street signs designating the names of all streets within the Subdivision. Street signs designating the name of public streets shall be constructed with white letters over green background. Street signs designating the name of private streets shall be constructed with white lettering over blue background. Such signs shall be installed in the manner and locations as directed by CITY's Engineer.

**S.C. 2.00 Landscape Buffer.** DEVELOPER shall provide for the landscaping in the park strip between the curb and the sidewalk. Maintenance of the landscape buffer shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors or assigns.

**S.C. 3.00 Access to Snake River Parkway.** Access to Snake River Parkway shall be in accordance with the Bonneville Metropolitan Planning Organization ("BMPO") Access Management Plan.

**S.C. 4.00 Pedestrian Pathway along Sidehill Canal.** The Connecting Our Community Plan identifies a shared use path along the Sidehill Canal. DEVELOPER shall design and construct, at DEVELOPER's expense, a twelve (12') foot wide asphalt pedestrian pathway along the Sidehill Canal adjacent to DEVELOPER's north property line. DEVELOPER shall commence construction of said pathway within twenty-four (24) months of the plat recording.

**S.C. 5.00 Existing Infrastructure.** When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY right-of-way, DEVELOPER shall coordinate such activities with the applicable owner, (e.g., poles owned by PacifiCorp, dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp, dba Rocky Mountain Power, will require a buy-out from DEVELOPER prior to receipt of electrical service from CITY. Request for the buy-out, if any, is to be initiated by DEVELOPER after annexation.

**S.C. 6.00 Storm Drainage.** Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the Subdivision by DEVELOPER. The storm drainage system shall meet CITY's Storm Drainage Policy. The storm pond shall be constructed as shown on the CITY-approved Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system, at DEVELOPER's sole expense, to serve this Subdivision. Maintenance of the storm pond shall be the responsibility of DEVELOPER or DEVELOPER's heirs, successors, or assigns.



IFP: Purchase Altec AT235P Bucket  
Truck

Quoted for: City of Idaho Falls

**Customer Contact:**

**Phone: / Email:**

**Quoted by:** Tanner Brandenburg

**Phone: / Email:** 270.505.1580 / tanner.brandenburg@altec.com

**Altec Account Manager:** Nicholas Browne

REFERENCE ALTEC MODEL	Sourcewell Price
AT237 Articulating Telescopic Aerial Device (Non-Insulated)	\$109,306

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1	AT237-AWD	All Wheel Drive	\$5,339
2			
3			
4			

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$608
2	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$767
3			
<b>SOURCEWELL OPTIONS TOTAL:</b>			\$116,020

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	Upgrade From AT237 to AT238P	\$12,000
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		
<b>OPEN MARKET OPTIONS TOTAL:</b>			\$12,000

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$128,020**  
**Delivery to Customer at \$2.20 / mile: \$3,687**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$131,707**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			
3			
4			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than Based on Stock Availability days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

**BUILD LOCATION:** Elizabethtown, KY



July 13, 2021  
Our 92nd Year**Ship To:**CITY OF IDAHO FALLS  
2530 HEMMERT  
IDAHO FALLS, ID 83401  
USAttn:  
Phone:  
Email:**Bill To:**CITY OF IDAHO FALLS  
ATTN CONTROLLER OFFICE  
PO BOX 50220  
IDAHO FALLS, ID 83405-0000  
US

**Altec Sales Order:** 5331659  
**Altec Quotation Number:** 548873 - 2  
**Run Number:** 1073760  
**Account Manager:** Nicholas M. Browne  
**Technical Sales Rep:** Brooklyn Ryan Russell  
**Reference WO:** New Spec-  
**Customer Inspection:**  
**Customer Truck Number:**

**X7 Discrete Job:** 70501284  
**X7 Configured Item:** 970150000-6042284  
**Quantity:** 1  
**X4 Discrete Job:** 70497421  
**X4 Configured Item:** 970149508-6042276  
**System Engineer:** Derek Barbo  
**Structural Engineer:** Nicholas Galbraith  
**Line Set Date:** 12/09/2019

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT235P Unit Model	1
2.	ALTEC AT235P telescopic articulating Aerial Placer with an end mounted, hydraulically leveled, steel platform. Unit is designed for movement with a man aloft with voice communication between the cab and platform. Includes the following features:	1
3.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Riser	1
<b><u>Sales Text:</u> On individual upfitter switch</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>		
4.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
5.	Post mount pedestal 51.00 inch tall	1
6.	Single One (1) Man, Steel, Walk-in Platform; 24 x 30 x 42 inches. Includes dual boom tip receiver, two-way communication system, and door with latch and safety cable. The platform is galvanized to minimize corrosion and is designed to permit the temporary storage of a lasher.	1
<b><u>Sales Text:</u> Hinge door SS ilo CS</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>		
<b><u>Engineering Text:</u> Reference Assembly 990652831 and Figure 990196273 for platform assembly</b> <b>Last Updated By: Daniel Hogan on 04-NOV-2019 16:13</b>		
7.	110 VAC Outlet At Platform	1
8.	Pulling Eye Assembly for Boom Tip Application	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
9.	Fairlead Assembly for Boom Tip Application	1
<b><u>Sales Text: Installed at the boomtip</u></b> <b><u>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</u></b>		
10.	Intercom System for Two-Way, Hands Free, Voice Communication Between the Platform and the Cab.	1
11.	Single handle joystick, proportional control system at the platform operates articulating arm raise/ lower, rotation, upper boom telescope, and upper boom raise/ lower. A trigger on the handle provides a safety interlock. Additional toggle switches operate engine start stop and hydraulic platform leveling. Lower controls are on a pendent mounted box and include electric toggle switches and a 'push to operate' master engage switch. Lower controls are installed in a body compartment unless otherwise specified.	1
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
13.	Engine Start/Stop At Upper And Lower Controls	1
14.	Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. This feature allows the operator to completely stow the boom, and platform.	1
15.	Powder coat unit Altec White.	1
<b><u>Unit and Hydraulic Acc.</u></b>		
16.	HVI-22 Hydraulic Oil (Standard).	9
17.	Standard Pump For PTO	1
18.	Hot shift PTO for automatic transmission	1
<b><u>Body</u></b>		
19.	132 Inch Small Aerial Body for an 84 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel	
B.	All doors are full, double paneled, self-sealed with built-in drainage.	
C.	Stainless steel hinge rods extend full length of door.	
D.	Door hinges are zinc alloy material attached with rivets	
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	
F.	Heavy-gauge welded steel frame construction with smooth galvanneal floor.	
G.	All edges are either rolled or folded for strength and safety	
H.	Door header drip rail at top for maximum weather protection.	
I.	Neoprene or rolled fenders on wheel fender panels.	
J.	Steel treated for improved primer bond and rust resistance.	
K.	Automotive underseal applied to body.	
L.	Automotive type non-porous door seals mechanically fastened to the door facing	
M.	132 Inch Body Length	
N.	40 Inch Body Height (Standard)	
O.	94 Inch Body Width (Standard)	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
P.	20 Inch Body Compartment Depth (Standard)	
Q.	Finish Paint Body Altec White At Body Manufacturer (Standard)	
R.	8 Inch Body Crossmembers (Standard)	
S.	6 Inch tall wood tailboard installed at the rear of body cargo area	
T.	No Compartment Lighting Supplied by the Body Manufacturer	
U.	Stainless Steel Rotary Paddle Latch With Lock (Standard)	
V.	Master Body Locking System (Standard)	
W.	One (1) Double-Capacity Chock Holder On Curbside Of Body	
X.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)	
Y.	Chains On Horizontal Doors	
Z.	No Hotstick Shelf Required	
AA.	No Hotstick Door Required	
AB.	B-Line Channel Included In All Compartments For Adjustable Shelves And Hooks	
AC.	1st Vertical Street Side (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AD.	2nd Vertical Street Side (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AE.	1st Horizontal Street Side (LH) - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers	
AF.	Rear Vertical Street Side (LH) - Six (6) Fixed Locking Swivel Hooks, 1-4-1 Combination	
AG.	1st Vertical Curb Side (RH) - Seven (7) Adjustable Locking Swivel Hooks, 2-3-2 Combination	
AH.	1st Vertical Curb Side (RH) - Louvered Panel On Inside Cargo Wall	
AI.	1st Vertical Curb Side (RH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers	
AJ.	2nd Vertical Curb Side (RH) - Four (4) Fixed Locking Swivel Hooks, 1-2-1 Combination	
AK.	1st Horizontal Curb Side (RH) - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers	
AL.	1st Horizontal Curb Side (RH) - One (1) Fixed Shelf Installed On Bottom Of Compartment With Removable Dividers On 4 Inch Centers	
AM.	Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers.	
AN.	One (1) Small Grab Handle Installed On Curbside Side Pack At Rear	
AO.	38 Inch Tailshelf with Integrated Side Access Steps, One (1) Square Grab Handle, And Smooth Galvaneal Floor Installed at Rear of Body	

**Body and Chassis Accessories**

20.	ICC Underride Protection	1
21.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
22.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
23.	Rear Torsion Bar Installed On Chassis	1

**Engineering Text: FA - Install torsion bar in the forward position**

**Last Updated By: Nick Galbraith on 10-FEB-2020 15:30**

24.	Timbren Springs for Front Suspension	1
25.	Appropriate counterweight added for stability.	1

**Engineering Text: FA - Install 852 LBS (4 STICKS OF 970372964) over the**



<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>frame, install 426 LBS (2 STICKS OF 970372964) in the frame extension</b> <b>Last Updated By: Nick Galbraith on 20-DEC-2019 10:13</b>		
26.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
27.	Boom Rest for a Telescopic Unit	1
28.	Mud Flaps With Altec Logo (Pair)	1
29.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
30.	Lower control holder	1
31.	Slope Indicator Assembly For Machine Without Outriggers	1
32.	Post Style Cone Holder (Holds up to four 15"x15" large cones)	1
<b><u>Sales Text: To be 24"</u></b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>		
33.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1
34.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1
35.	Inverter Storage In Remote Steel Enclosure, Located Outside Of Body Compartments With Provisions For Remote GFCI Receptacle In Curbside 1st Vertical	1
<b><u>Engineering Text: WOE-Inverter to be mounted in the curbside first vertical behind enclosure, DJ 70501284</u></b> <b>Last Updated By: Nick Galbraith on 06-MAR-2020 08:08</b>		
36.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
<b><u>Engineering Text: FA - Install per DEPS 023</u></b> <b>Last Updated By: Nick Galbraith on 20-DEC-2019 10:13</b>		
37.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
<b><u>Engineering Text: FA - Install per DEPS 042</u></b> <b>Last Updated By: Nick Galbraith on 20-DEC-2019 10:13</b>		
38.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS-0042	1
<b><u>Engineering Text: FA - Install per DEPS 042</u></b> <b>Last Updated By: Nick Galbraith on 20-DEC-2019 10:13</b>		
39.	Vinyl manual pouch for storage of all operator and parts manuals	1
<b><u>Engineering Text: FA - Install per DEPS 023</u></b> <b>Last Updated By: Nick Galbraith on 20-DEC-2019 10:13</b>		
40.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1
<b><u>Electrical Accessories</u></b>		
41.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED,	1
<p>We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You UTILITY EQUIPMENT AND BODIES SINCE 1929</p>		

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	including LED reverse lights)	
42.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1
	<b><u>Sales Text:</u> On own upfitter switch</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>	
43.	Directional Light Bar, Amber, LED, 42" Long	1
	<b><u>Sales Text:</u> Installed in tailshelf light channel with protective eyebrow</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>	
44.	Remote Spot Light, Starbeam, Halogen, Dual Par 46 Bulbs, with Hard-Wired Joystick and Wireless Remote	1
	<b><u>Sales Text:</u> Post mounted SS front of body</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>	
	<b><u>Engineering Text:</u> FA - Mount hardwired remote to transmission hump bracket with velcro or similar removable method.</b> <b>Last Updated By: Derek Barbo on 12-FEB-2020 09:49</b>	
45.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
46.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
	<b><u>Sales Text:</u> Pollak brand</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>	
47.	Ford Upfitter Switches (Supplied with Chassis)	1
48.	Inverter, 2000 Watt, Pure Sine Wave, 120 VAC (Sensata #MS2012G)	1
49.	Inverter Wired Battery Hot To Switch Mounted In Chassis Cab	1
50.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure	1
	<b><u>Sales Text:</u> CS 1st Vertical</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>	
51.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
52.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1
53.	Install secondary stowage system.	1
54.	Voice Intercom Communication System, Two-Way, Hands Free, Installed Between the Platform and the Cab. One Speaker Mounted at the Boom Tip of the Unit and the Other Located in the Center Floor Board of the Chassis Cab.	1
55.	Boom Out Of Stow Indicator For Lower Boom	1
56.	PTO Indicator Light Installed In Cab	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
57.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery	1
<b><u>Sales Text:</u> Wire Strobes And Inverter In Battery Hot Mode.</b> <b>Last Updated By: Brooklyn Russell on 23-OCT-2019 13:05</b>		
<b><u>Engineering Text:</u> FA - Low voltage disconnect integrated into PDM6</b> <b>Last Updated By: Derek Barbo on 27-JAN-2020 14:00</b>		
58.	Overspeed Protection System installed in conjunction with hydraulic system. Limits vehicle speed to 7mph when hydraulic system is engaged.	1
<b><u>Engineering Text:</u> FA - Overspeed Protection built into InPower Module.</b> <b>Last Updated By: Derek Barbo on 27-JAN-2020 14:00</b>		
<b><u>Finishing Details</u></b>		
59.	Powder Coat Unit Altec White	1
60.	Finish Paint Body Accessories Above Body Floor Altec White	1
61.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
62.	Apply Non-Skid Coating to all walking surfaces	1
63.	English Safety And Instructional Decals	1
64.	Vehicle Height Placard - Installed In Cab	1
65.	Placard, HVI-22 Hydraulic Oil	1
66.	Stability test unit according to ANSI requirements.	1
67.	Focus Factory Build	1
68.	Delivery Of Completed Unit	1
69.	Inbound Freight	1
70.	AT235P FA Installation	1
<b><u>Chassis</u></b>		
71.	Altec Supplied Chassis	1
72.	Chassis	1
73.	2020 Model Year	1
74.	Ford F550	1
75.	4x4	1
76.	84 Clear CA (Round To Next Whole Number)	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
77.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1
78.	Chassis Cab	1
79.	Ford 6.7L Power Stroke Diesel	1
80.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1
81.	GVWR 19,500 LBS	1
82.	7,500 LBS Front GAWR	1
83.	Spring Suspension	1
84.	14,706 LBS Rear GAWR	1
85.	Hydraulic Brakes	1
86.	Park Brake In Rear Wheels	1
87.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
88.	98R - Operator Commanded Regeneration (OCR)	1
89.	No Idle Engine Shut-Down Required	1
90.	50-State Emissions	1
91.	Clean Idle Certification	1
92.	Ford 40 Gallon Fuel Tank (Rear)	1
93.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
94.	AM/FM Radio	1
95.	Backup Camera, OEM Supplied	1
96.	Cruise Control	1
97.	Keyless Entry	1
98.	Power Door Locks	1
99.	Power Windows	1
100.	Block Heater	1
101.	Running Boards (Supplied By Chassis OEM)	1
102.	Snow Plow Package	1

**Additional Pricing**

103.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
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Altec Industries, Inc.

BY \_\_\_\_\_

Brooklyn Ryan Russell , Technical Sales Representative

<u>Unselected Items</u>	
<u>Item Number</u>	<u>Description</u>
<u>New Selected Items</u>	
<u>Item Number</u>	<u>Description</u>

Notes:





FOR NEW EQUIPMENT SALES, CALL  
**800.958.2555**  
 TO SPEAK WITH AN ALTEC REPRESENTATIVE  
 or visit us online at [altec.com](http://altec.com)

 **Altec.**  
 NON-INSULATING ARTICULATING  
 TELESCOPIC AERIAL CABLE PLACER



# AT238P

## FEATURES

- Telescopic Articulating Non-Insulating Aerial Device
- Dual Boom Tip Receiver for Pulling Eye/ Fairlead Assembly
- Enhanced Two-Way Voice Communication System from Platform to Cab
- Hydraulically Extended Boom
- Push-Button Pendant Lower Controls
- Non-continuous 370° Rotation
- End-mounted Steel Placer Platform 29 x 30 x 42 in (736.6 x 762 x 1066.8 mm) Nominal
- Hydraulic Platform Leveling
- Platform Capacity to 400 lb (181 kg)
- Engine Start/Stop at Upper and Lower Controls
- Manual Lowering Valve
- Open Center Hydraulic System
- 120 VAC Circuit in Boom With GFI Outlet at the Platform
- Single Handle Proportional Controls

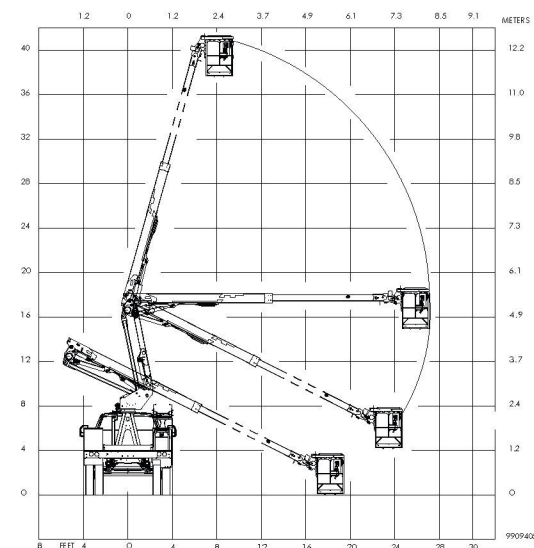
## OPTIONS

- Secondary Stowage System
- Fork Arms Equipped with Adjustable Pinning Positions for Pulling Eye/Fairlead
- Platform Tool Trays
- Camera system on booms for wide-angle operator and work zone monitoring and at rear for back-up and parking assistance

SPECIFICATIONS	Ground to Bottom of Platform*	38 ft (11.58 m)
	Working Height*	43 ft (13.11 m)
	Maximum Side Reach at Platform Height	27 ft (8.23 m) 14.9 ft (4.54 m)
	Stowed Travel Height*	10.4 ft (3.17 m)
	Platform Capacity, Maximum with Cable Placing Equipment	400 lb (181 kg) 300 lb (136 kg)
	Lower Boom Articulation	- 25° to 75°
	Articulating Arm Articulation	-6° to 79°
	Rotation	Non-Continuous, 370°
	* Based on a 40 in (1016 mm) chassis frame height	

Recommended safety equipment, available through Altec Supply, include a fall protection system and wheel chocks for stationary set-ups.

## REACH DIAGRAM



### ADDITIONAL PLATFORM CAPACITY UP TO 400 LBS FOR PERSONNEL USE



### ERGONOMIC CONTROLLER FOR EASY OPERATION



### FORK ARMS EQUIPPED WITH ADJUSTABLE PINNING POSITIONS FOR PULLING EYE/FAIRLEAD



### NEWLY DESIGNED PEDESTAL PROTECTS RESERVOIR AND DC PUMP



For more complete information on Altec products and services, visit us on the web at [www.altec.com](http://www.altec.com). Material and specifications are subject to change without notice. Featured units in photos may include optional features. Please contact an Altec representative for all available options. Altec® and the Altec logo are registered trademarks of Altec Inc. in the United States and various other countries and may not be used without permission.  
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Airport: Airport Rescue & Fire  
Fighting (ARFF) Truck

BID SUMMARY				
<p align="center">IDAHO FALLS REGIONAL AIRPORT ACQUIRE ARFF VEHICLE AIP 3-16-0018-052-2021</p> <p align="center">Bid Opening: July 28, 2021 2:00 pm</p>				
BID INFORMATION:				
		Bidder #1	Bidder #2	Bidder #3
CONTRACTOR:	Engineer's Estimate	OSH Kosh Airport Products		
Acknowledge All Addenda	N/A	✓		
Bid Signed	N/A	✓		
Bid Security	N/A	✓		
Additional Bid Forms				
Non-Collusion Affidavit	N/A	✓		
Joint Venture Statement	N/A	NA		
DBE Utilization	N/A	✓		
Letter of Intent	N/A	✓		
Buy American Certificate	N/A	✓		
Specification Compliance Certification	N/A	✓		
Tax/Felony Certification	N/A	✓		
Lump Sum Bid Price	\$ 715,000.00	\$855,694.00 -	\$ -	\$ -
Bidder Rank	N/A			
Notes:				



Name of Bidder: Oshkosh Airport Products, LLC  
Address: 1515 County Road O, Suite A  
Neenah, WI 54956

# IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



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**BID DOCUMENTS FOR**

## **AIRCRAFT RESCUE & FIRE FIGHTING (ARFF) VEHICLE**

**FAA/AIP PROJECT NO. 3-16-0018-052**

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**July 2021**



**T-O ENGINEERS**

2471 S. Titanium Place  
Meridian, Idaho 83642-6703

# **IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO**



## **AIRCRAFT RESCUE & FIRE FIGHTING (ARFF) VEHICLE**

**FAA/AIP PROJECT NO. 3-16-0018-052**

**July 2021**



**T-O ENGINEERS**

2471 S. Titanium Place  
Meridian, Idaho 83642-6703

## **Bid Documents**

**Bid Form**

**Bid Bond**

**Additional Bid Forms**

**Bidders List Information**



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## BID FORM

PROJECT IDENTIFICATION:

Idaho Falls Regional Airport  
Idaho Falls, Idaho  
Procurement of an Aircraft Rescue Fire Fighting  
(ARFF).

CONTRACT IDENTIFICATION AND NUMBER: **FAA/AIP No. 3-16-0018-052-2021**

THIS BID IS SUBMITTED TO OWNER:

City of Idaho Falls, Idaho  
308 Constitution Way  
P.O. Box 50220  
Idaho Falls, Idaho 83405

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 60 days after the day of Bid Opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Addendum Date:

N/A

Number of Addendum:

None

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNERS; and

4. BIDDER will deliver the Goods and complete the Special Services per the prices established in the following Bid Schedule Summary:

Lump Sum Bid Price for Aircraft Rescue and Firefighting (ARFF) Vehicle	\$ 855,694.00
--	---------------

5. BIDDER agrees that the:

- a) Work will be Substantially Complete and Complete on or before the dates or within the number of calendar days indicated in Article 4 of the Procurement Agreement.
- b) BIDDER accepts the provisions of Article 4.4 of the Procurement Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

6. The following documents are attached to, and made a condition of, and incorporated by reference into this Bid if not attached.

- a) Required Bid Security in the form of (Bid Bond), (Certified Check) or ( Bid Bond ).
- b) Non-Collusion Affidavit, Exhibit I.
- c) Joint Venture Statement, Exhibit II (if applicable).
- d) Disadvantaged Business Enterprise Utilization, Exhibit III.
- e) Letter of Intent, Exhibit IV.
- f) Certification of Buy American Compliance for Manufactured Products, Exhibit V.
- g) Specification Compliance Certification, Exhibit VI.
- h) Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII.
- i) The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to demonstrate conformance with the specifications.
- j) The Bidder shall submit as part of the Bid a proposed policy for parts and service availability.



7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

Oshkosh Airport Products, LLC

1515 County Road O, Suite A

Neenah, WI 54956

8. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Agreement included as part of the Contract Documents have the meanings assigned to them in the Procurement General Conditions, and as may be amended.

9. Bid Opening: July 28, 2021 2:00 PM  
Date Time

SUBMITTED on July 26, 2021.

If BIDDER is:

A Corporation

\_\_\_\_\_  
Oshkosh Airport Products, LLC  
(Corporation Name)

\_\_\_\_\_  
Wisconsin  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of Person Authorized to Sign)

\_\_\_\_\_  
John E. Bermingham, Business Unit Director  
(Name and Title of Person Authorized to Sign)

Attest \_\_\_\_\_  
(Secretary) Requirements Manager

Business Address \_\_\_\_\_  
1515 County Road O, Suite A  
Neenah, WI 54956

Phone No. \_\_\_\_\_ (920) 215-5130

A Joint Venture

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest \_\_\_\_\_  
(Secretary)

Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_

(Secretary)

Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

An Individual

By \_\_\_\_\_

(Signature of Individual)

By \_\_\_\_\_

(Individual's Name)

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_

(Secretary)

Business address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_



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## BID BOND

**BIDDER** (Name and Address):

Oshkosh Airport Products, LLC  
 1515 County Road O, Suite A  
 Neenah, WI 54956

**SURETY** (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland  
 1299 Zurich Way, 5th Floor  
 Schaumburg, IL 60196-1056

**OWNER** (Name and Address):

City of Idaho Falls, Idaho  
 308 Constitution Way  
 Idaho Falls, ID 83402

**BID**

BID DUE DATE: July 28, 2021

PROJECT (Brief Description Including Location):

One (1) Class 4, 1500 Gallon Aircraft Rescue and Fire Fighting (ARFF) Vehicle  
 308 Constitution Way  
 Idaho Falls, ID 54956

**BOND**

BOND NUMBER: BID BOND

DATE: (Not later than Bid Due Date): July 21, 2021

PENAL SUM: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

Oshkosh Airport Products, LLC (Seal)

Bidder's Name and Corporate Seal

By: John Buehler Business Unit Director

Signature and Title

Attest:

Dale Kallit Requirements Manager  
 Signature and Title

SURETY Fidelity and Deposit

Company of Maryland (Seal)

Surety's Name and Corporate Seal

By: Carol E. Kleyberg Attorney-in-Fact

Signature and Title

(Attach Power of Attorney)

Attest:

Carol E. Kleyberg Attorney-in-Fact  
 Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**IMPORTANT**--Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bond Number Bid Bond

Obligee City of Idaho Falls, Idaho

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sarah E. DeYoung**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

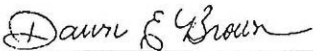
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of July, 2021.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclains@zurichna.com](mailto:www.reportsfclains@zurichna.com)  
800-626-4577

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.
  2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
  3. This obligation shall 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 and Contract 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 time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
  6. No suit or action shall 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 Bid Due Date.
  7. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
  8. Notice required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall be deemed to be included herein as if set forth as length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
  11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.
-

**INDEX OF  
ADDITIONAL BID FORMS**

Non-Collusion Affidavit, Exhibit I

Joint Venture Statement, Exhibit II

Disadvantaged Business Enterprise Utilization, Exhibit III

Letter of Intent, Exhibit IV

Certification of Buy American Compliance for Manufactured Products, Exhibit V

Specification Compliance Certification, Exhibit VI

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII



### NON-COLLUSION AFFIDAVIT

**PROJECT:** PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
**AIRPORT:** IDAHO FALLS REGIONAL AIRPORT  
**FAA/AIP PROJECT NO.** 3-16-0018-052-2021

Bidder's Name Oshkosh Airport Products, LLC

Address 1515 County Road O, Suite A Neenah, WI 54956

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Oshkosh Airport Products, LLC

(Firm Name)

July 26, 2021

(Date)

(SEAL OF CORPORATION)

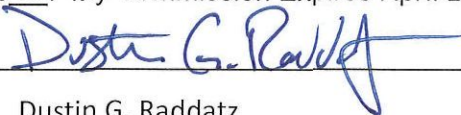


(Signature of Responsible Officer)

John E. Bermingham, Business Unit Director

(Title)

Subscribed and Sworn to before me, this 26th day of July, 20 21. My Commission Expires April 18, 2025



Dustin G. Raddatz

(Notary Public)

**DUSTIN G. RADDATZ**  
Notary Public  
State of Wisconsin

## JOINT VENTURE STATEMENT

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

PROJECT: Not Applicable  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:
  - a. \_\_\_\_\_  
☐ An Individual  
☐ A Partnership  
☐ A Corporation
  - b. \_\_\_\_\_  
☐ An Individual  
☐ A Partnership  
☐ A Corporation
  - c. \_\_\_\_\_  
☐ An Individual  
☐ A Partnership  
☐ A Corporation
2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with \_\_\_\_\_ (Owner), that each of the representations herein set forth is true.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

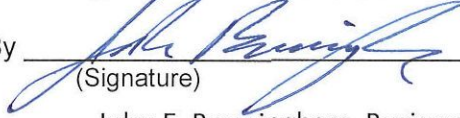
PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum 0 % DBE utilization on this project.

Contractor Oshkosh Airport Products, LLC

State Registration No. \_\_\_\_\_

By   
(Signature)

John E. Bermingham, Business Unit Director  
(Name and Title)

Address 1515 County Road O, Suite A  
Neenah, WI 54956

Phone No. (920) 215-5130

LETTER OF INTENT

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: Oshkosh Airport Products, LLC

Bidder's Address: 1515 County Road O, Suite A

City: Neenah State: WI Zip: 54956

Name of DBE Firm: Oshkosh Airport Products, LLC does not utilize subcontractors to manufacture

Address: Striker ARFF Vehicles.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Area Code: \_\_\_\_\_

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
N/A		

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ N/A.

**DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.**

 \_\_\_\_\_  
Authorized Signature Name of DBE Firm Date  
July 26, 2021

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

## CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

**PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

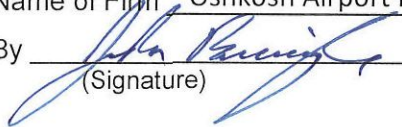
- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Name of Firm Oshkosh Airport Products, LLC

By  Business Unit Director July 26, 2021  
(Signature) (Title) (Date)



### SPECIFICATION COMPLIANCE CERTIFICATION

**PROJECT:** PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
**AIRPORT:** IDAHO FALLS REGIONAL AIRPORT  
**FAA/AIP PROJECT NO.** 3-16-0018-052-2021

1. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the design and construction requirements of this procurement specification. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the procurement specification. Failure to submit this information shall be grounds to consider the bid non-responsive.
2. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the performance requirements of FAA Advisory Circular 150/5220-10E Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents. Equipment testing shall be conducted on standard production models. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the performance requirements specified. Failure to submit this information shall be grounds to consider the bid non-responsive.
3. In submission of this Bid, the Bidder hereby certifies that he/she ☒ Will ☐ Will Not be able to deliver Goods by the date (or in the Contract time) specified in Article 4 of the Procurement Agreement. If the 'Will Not' box is marked, the Bidder proposes to deliver the Goods no later than the following date:

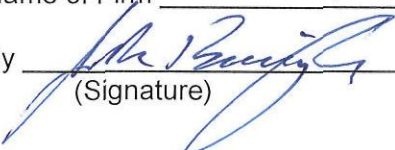
\_\_\_\_\_

If an earlier delivery date can be achieved, identify the proposed date:

360 Days after Receipt of Order

\_\_\_\_\_

Name of Firm Oshkosh Airport Products, LLC

By  Business Unit Director July 26, 2021  
(Signature) (Title) (Date)



**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND  
FELONY CONVICTIONS**

**PROJECT: PROCUREMENT AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

3. The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
4. The applicant represents that it is ☐ is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

July 26, 2021

Date

Signature

Oshkosh Airport Products, LLC

Company Name

Business Unit Director

Title

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## BIDDERS LIST INFORMATION

**PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Oshkosh Airport Products, LLC	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 1515 County Road O, Suite A Neenah, WI 54956	
Contact Name and Title: John E. Bermingham, Business Unit Director	
Year Firm Was Established: 2014. Parent Company: 1917	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Striker 4x4 ARFF Vehicle	

\*Oshkosh Airport Products, LLC does not utilize subcontractors to manufacture Striker ARFF vehicles.\*

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	



## **T-O ENGINEERS**

2471 S. TITANIUM PLACE  
MERIDIAN, IDAHO 83642-6703  
(208) 323-2288 - PHONE  
(208) 323-2399 - FAX

## NOTICE OF AWARD

Dated: December 1, 2021

TO: Oshkosh Airport Products, LLC

(BIDDER)

ADDRESS: 1515 County Road O, Suite A

Neenah, WI 54956

OWNER'S PROJECT NO. FAA/AIP 3-16-0018-052-2021

OWNER: Idaho Falls Regional Airport

OWNERS' CONTRACT NO. \_\_\_\_\_

CONTRACT FOR: Procurement of Aircraft Rescue Fire Fighting (ARFF) Vehicle

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated November 8, 2021, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the above referenced project for Six Hundred Ninety-Four Thousand, One Hundred and Seventy-One Dollars (\$ 694,171.00).

Three unexecuted copies of the proposed Procurement Agreement accompany this Notice of Award.

3 sets of the Contract Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. You must deliver to the Owner 3 fully executed counterparts of the Procurement Agreement including all the Contract Documents.
2. You must deliver with the executed Procurement Agreement the Certificates of Insurance and Performance and Payments bonds as specified in the Instructions to Bidders; Procurement General Conditions, Article 4; and Special Provisions, Section 1000.
3. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
4. This award is subject to the availability of the Federal Aviation Administration, Airport Improvement Program (FAA, AIP) Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.

**COPY to ENGINEER**

5. Other Conditions and Precedents.

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Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Procurement Agreement with the Contract Documents attached.

City of Idaho Falls, Idaho  
(OWNER)

By:

  
(AUTHORIZED SIGNATURE)

Mayor  
(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)



## PROCUREMENT AGREEMENT

THIS AGREEMENT is dated as of the 1st day of December the year 2021 by and between the **City of Idaho Falls, Idaho**, (hereinafter called Owner) and Oshkosh Airport Products, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1      GOODS AND SERVICES**

Contractor shall furnish all Goods, Special Services and other services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Procurement of Aircraft Rescue Fire Fighting (ARFF) Vehicle

The Project for which the Goods and Special Services under the Contract Documents may be the whole or only a part is generally described as follows:

Procurement of Aircraft Rescue Fire Fighting (ARFF) Vehicle  
Idaho Falls Regional Airport  
Idaho Falls, Idaho  
FAA/AIP Project No. 3-16-0018-052-2021

### **Article 2      ENGINEER**

The Goods have been specified by T-O Engineers, 2471 S. Titanium Place, Meridian, Idaho 83642-6703, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **Article 3      POINT OF DELIVERY**

The place where the Goods are to be delivered as defined in the Procurement General Conditions as the point of delivery and designated as: Fire Station 3, Idaho Falls Regional Airport, Idaho Falls, Idaho.

### **Article 4      CONTRACT TIME**

4.1 The Goods are to be delivered to the point of delivery, commissioned and ready for Owner's acceptance on or before **400 calendar days** from the effective date of the

Procurement Agreement. Work encompassed by this Agreement as identified in Article 1 above shall be Complete and ready for Final Payment, in accordance with paragraph 10.06 of the Procurement General Conditions; in accordance with the following:

- 4.2 The furnishing of Special Services to the Owner shall conform to the requirements of Specification Section 011100 Summary of Work, Part 3.
- 4.3 All Shop Drawings and samples required by the Contract Documents shall be submitted to Engineer for review and approval as identified in Specification Section 011100 Summary of Work, Part 2.
- 4.4 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner before the time specified in paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 7 of the Procurement General Conditions. They also recognize that the timely performance of services by other parties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Goods are not delivered on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred and 00/100 dollars (\$500.00) for each day** that expires after the time specified in paragraph 4.1 for delivery of acceptable Goods.

## **Article 5 CONTRACT PRICE**

Owner shall pay Contractor for furnishing the Goods and Special Services and for performing other services in accordance with the Contract Documents in current funds as follows: See copy of Bid (and attachments) marked Exhibit 1, attached.

## **Article 6 PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 10 of the Procurement General Conditions and Specification Section 007301 Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the Procurement General Conditions and Specification Section 007301 Supplementary Conditions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price in accordance with paragraph 10.03 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as provided below.
  - 6.1.1 Upon receipt of the first Application for Payment accompanied by the Engineer's recommendation of payment in accordance with paragraph 10.01 of the

Procurement General Conditions, Owner shall pay to Contractor an amount equal to 95% of the Contract Price, less such amount as Engineer shall determine in accordance with paragraph 10.02.A.3. of the Procurement General Conditions.

6.1.2 The Contractor is notified and accepts by execution of the Procurement Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of receipt of the payment request by the Owner. Owner shall within sixty days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said sixty day period may be extended for so long as is necessary for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

6.2 Final Payment. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with paragraph 10.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 10.06. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within sixty days after receipt thereof, pay Contractor the amount recommended by the Engineer.

6.3 Payments to Subcontractors. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

## **Article 7 INTEREST**

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

## **Article 8 CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents and has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, production and delivery of the Goods and furnishing Special Services and other services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish Goods, Special Services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with paragraph 9.02 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations and resolutions with the terms of the Contract Documents.
- 8.5 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 8.6 The Contractor will ensure that the following clause is placed in every subcontract to which the Contractor is a party:
- The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- 8.7 The Contractor agrees to make available to the Owner the name, address, DBE/non-DBE status and age of firm of all subcontractors from whom they receive quotes.



## Article 9 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Procurement Agreement between Owner and Contractor consist of the following:

- 9.1 This Agreement, pages 1 to 7, inclusive.
- 9.2 Performance and payment bonds.
- 9.3 Certificates of Insurance.
- 9.4 Notice of Award.
- 9.5 Contractor's Bid, dated November 8, 2021, including Additional Bid Forms, Exhibit I.
- 9.6 Contract Documents and Specifications bearing the title: **Procurement of Aircraft Rescue and Fire Fighting (ARFF) Vehicle for the Idaho Falls Regional Airport**, dated October 2021, to include, but not limited to Contract Documents, Specifications, Procurement General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated October 2021, thereof, copy of Table of Contents attached as Exhibit II.
- 9.7 Documentation submitted by Contractor prior to Notice of Award.
- 9.8 Any Modification, including Change Orders, duly delivered after execution of Procurement Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repealed according to paragraph 3.04 of the Procurement General Conditions.

## Article 10 MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the Procurement General Conditions shall have the meanings indicated in the Procurement General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are 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 Documents.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contractor, in consideration of securing the business of 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 becomes payable, agrees:

10.4.1 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 to this Agreement, whether or not the same shall be payable at the end of such term;

10.4.2 That if the said taxes, excises, and licenses 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

10.4.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement 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.

## **Article 11 OTHER PROVISIONS**

11.1 No work shall be authorized prior to the execution of the FAA Grant Offer and acceptance of the offer by the Owner.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2021

Owner:

Contractor:

City of Idaho Falls, Idaho

Oshkosh Airport Products, LLC

By:



By:

Name:

Rebecca L. Noah Casper

Name:

Title:

Mayor

Title:

Date:

18 Jun 2022

Date:

Address for giving notices:

Attest

Address for giving notices:





## BID FORM

PROJECT IDENTIFICATION:

Idaho Falls Regional Airport  
Idaho Falls, Idaho  
Procurement of an Aircraft Rescue Fire Fighting  
(ARFF).

CONTRACT IDENTIFICATION AND NUMBER: **FAA/AIP No. 3-16-0018-052-2021**

THIS BID IS SUBMITTED TO OWNER:

City of Idaho Falls, Idaho  
308 Constitution Way  
P.O. Box 50220  
Idaho Falls, Idaho 83405

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 60 days after the day of Bid Opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum Date:</u>	<u>Number of Addendum:</u>
N/A	None
_____	_____
_____	_____

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders;

- b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNERS; and

4. BIDDER will deliver the Goods and complete the Special Services per the prices established in the following Bid Schedule Summary:

Lump Sum Bid Price for Aircraft Rescue and Firefighting (ARFF) Vehicle	\$ 694,171.00
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5. BIDDER agrees that the:
- a) Work will be Substantially Complete and Complete on or before the dates or within the number of calendar days indicated in Article 4 of the Procurement Agreement.
  - b) BIDDER accepts the provisions of Article 4.4 of the Procurement Agreement as to Liquidated Damages in the event of failure to complete the Work on time.
6. The following documents are attached to, and made a condition of, and incorporated by reference into this Bid if not attached.
- a) Required Bid Security in the form of (Bid Bond), (Certified Check) or ( Bid Bond ).
  - b) Non-Collusion Affidavit, Exhibit I.
  - c) Joint Venture Statement, Exhibit II (if applicable).
  - d) Disadvantaged Business Enterprise Utilization, Exhibit III.
  - e) Letter of Intent, Exhibit IV.
  - f) Certification of Buy American Compliance for Manufactured Products, Exhibit V.
  - g) Specification Compliance Certification, Exhibit VI.
  - h) Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII.
  - i) The Bidder shall submit as part of their Bid, complete documentation and illustrative descriptions of all major components and systems comprising the Goods offered to demonstrate conformance with the specifications.
  - j) The Bidder shall submit as part of the Bid a proposed policy for parts and service availability.

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

Oshkosh Airport Products, LLC

1515 County Road O, Suite A

Neenah, WI 54956

8. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Agreement included as part of the Contract Documents have the meanings assigned to them in the Procurement General Conditions, and as may be amended.

9. Bid Opening: November 10, 2021 2:00 PM  
Date Time

SUBMITTED on November 8, 2021.

If BIDDER is:

A Corporation

Oshkosh Airport Products, LLC

(Corporation Name)

Wisconsin

(State of Incorporation)

By

(Signature of Person Authorized to Sign)

John E. Bermingham, Business Unit Director

(Name and Title of Person Authorized to Sign)

Attest

(Secretary) Requirements Manager

Business Address 1515 County Road O, Suite A  
Neenah, WI 54956

Phone No. (920) 215-5130

A Joint Venture

By

(Signature)

(Name)

(Address)

By

(Signature)

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest

(Secretary)

Business Address

Phone No.



A Partnership

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_  
(Secretary)

Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_

An Individual

By \_\_\_\_\_  
(Signature of Individual)

By \_\_\_\_\_  
(Individual's Name)

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Attest \_\_\_\_\_  
(Secretary)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

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**INDEX OF  
ADDITIONAL BID FORMS**

Non-Collusion Affidavit, Exhibit I

Joint Venture Statement, Exhibit II

Disadvantaged Business Enterprise Utilization, Exhibit III

Letter of Intent, Exhibit IV

Certification of Buy American Compliance for Manufactured Products, Exhibit V

Specification Compliance Certification, Exhibit VI

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII

### NON-COLLUSION AFFIDAVIT

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

Bidder's Name Oshkosh Airport Products, LLC

Address 1515 County Road O, Suite A Neenah, WI 54956

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Oshkosh Airport Products, LLC

(Firm Name)

November 8, 2021

(Date)

(SEAL OF CORPORATION)




(Signature of Responsible Officer)

John E. Bermingham, Business Unit Director

(Title)

Subscribed and Sworn to before me, this 8th day of November  
20 21. My Commission Expires April 18, 2025



Dustin G. Raddatz

(Notary Public)

DUSTIN G. RADDATZ  
Notary Public  
State of Wisconsin



### JOINT VENTURE STATEMENT

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

PROJECT:  
STATE OF Not Applicable )  
COUNTY OF \_\_\_\_\_ ) SS:

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:
  - a. \_\_\_\_\_  
( ) An Individual  
( ) A Partnership  
( ) A Corporation
  - b. \_\_\_\_\_  
( ) An Individual  
( ) A Partnership  
( ) A Corporation
  - c. \_\_\_\_\_  
( ) An Individual  
( ) A Partnership  
( ) A Corporation
2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with \_\_\_\_\_ (Owner), that each of the representations herein set forth is true.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature of Responsible Officer)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me, this (a) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum 0 % DBE utilization on this project.

Contractor Oshkosh Airport Products, LLC

State Registration No. \_\_\_\_\_

By \_\_\_\_\_

(Signature)

John E. Bermingham, Business Unit Director

(Name and Title)

Address 1515 County Road O, Suite A

Neenah, WI 54956

Phone No. (920) 215-5130

LETTER OF INTENT

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: Oshkosh Airport Products, LLC

Bidder's Address: 1515 County Road O, Suite A

City: Neenah State: WI Zip: 54956

Name of DBE Firm: Oshkosh Airport Products, LLC does not utilize subcontractors to manufacture  
Striker ARFF vehicles.

Address:

City: State: Zip:

Telephone: Area Code:

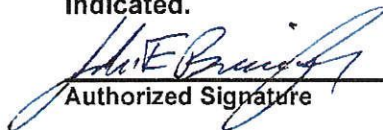
Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ N/A.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.



Authorized Signature

Name of DBE Firm

November 8, 2021

Date

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.



## CERTIFICATION OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

**PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

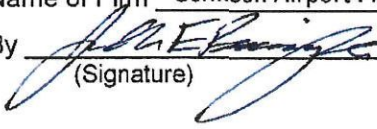
- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Name of Firm Oshkosh Airport Products, LLC

By  Business Unit Director November 8, 2021  
(Signature) (Title) (Date)

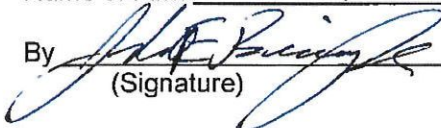
### SPECIFICATION COMPLIANCE CERTIFICATION

PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE  
AIRPORT: IDAHO FALLS REGIONAL AIRPORT  
FAA/AIP PROJECT NO. 3-16-0018-052-2021

1. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the design and construction requirements of this procurement specification. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the procurement specification. Failure to submit this information shall be grounds to consider the bid non-responsive.
2. In submission of this Bid, the Bidder hereby certifies that the goods he/she intends to provide to the Owner ☒ Do ☐ Do Not comply with the performance requirements of FAA Advisory Circular 150/5220-10E Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents. Equipment testing shall be conducted on standard production models. If the 'Do Not' box is marked, the Bidder shall attach a detailed description of the item(s) in which the proposed Goods fail to comply with the performance requirements specified. Failure to submit this information shall be grounds to consider the bid non-responsive.
3. In submission of this Bid, the Bidder hereby certifies that he/she ☒ Will ☐ Will Not be able to deliver Goods by the date (or in the Contract time) specified in Article 4 of the Procurement Agreement. If the 'Will Not' box is marked, the Bidder proposes to deliver the Goods no later than the following date:  
  
\_\_\_\_\_

If an earlier delivery date can be achieved, identify the proposed date:  
360 Days after Receipt of Order  
\_\_\_\_\_

Name of Firm Oshkosh Airport Products, LLC

By  Business Unit Director November 8, 2021  
(Signature) (Title) (Date)



**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND  
FELONY CONVICTIONS**

**PROJECT: PROCUREMENT AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

3. The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
4. The applicant represents that it is ☐ is not ☒ is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

November 8, 2021

Date

Signature

Oshkosh Airport Products, LLC

Company Name

Business Unit Director

Title



## BIDDERS LIST INFORMATION

**PROJECT: PROCUREMENT OF AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**  
**AIRPORT: IDAHO FALLS REGIONAL AIRPORT**  
**FAA/AIP PROJECT NO. 3-16-0018-052-2021**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Oshkosh Airport Products, LLC	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 1515 County Road O, Suite A Neenah, WI 54956	
Contact Name and Title: John E. Bermingham, Business Unit Director	
Year Firm Was Established: 2014. Parent Company: 1917	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Striker 4x4 ARFF Vehicle	

\*Oshkosh Airport Products, LLC does not utilize subcontractors to manufacture Striker ARFF vehicles. \*

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name:	DBE: Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:	
Contact Name and Title:	
Year Firm Was Established:	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

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BIDDERS LIST INFORMATION

004505-1

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**IDAHO FALLS REGIONAL AIRPORT**  
**PROCUREMENT of Aircraft Rescue Fire Fighting (ARFF) Vehicle for Airfield Fire Fighting**

**FAA/AIP Project No. 3-16-0018-052**  
**October 2021**

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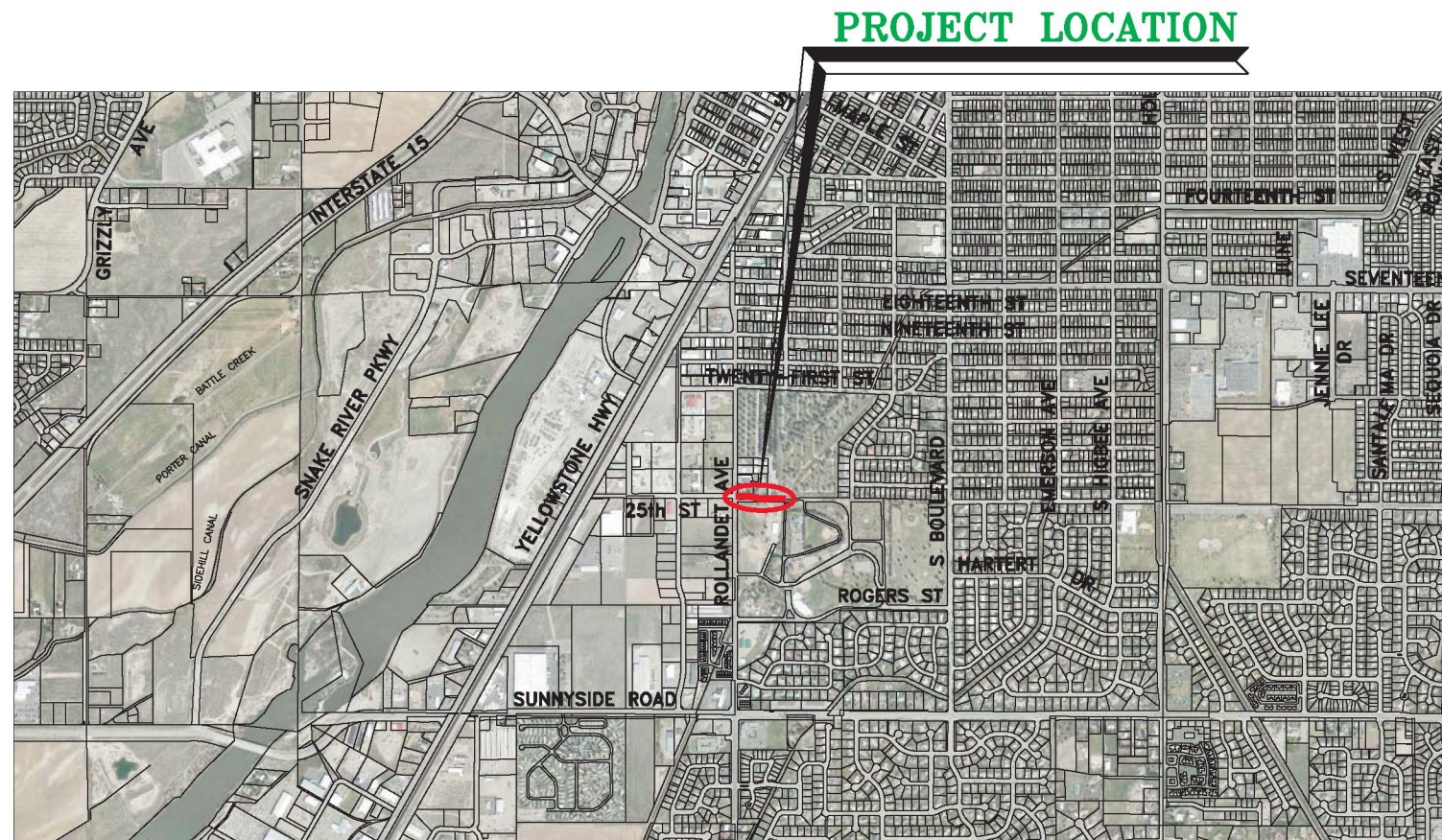
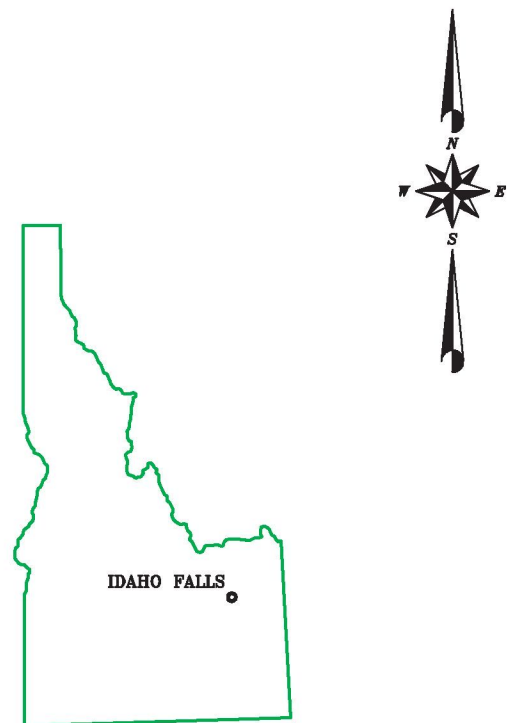
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PW: Bid Awards and Gift



NORTH PARK DRIVE  
REALIGNMENT  
PROJECT # 2-38-30-3-PRK-2022-07



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTENSCHAW  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

## ENGINEERING DIVISION


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

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

2022



Digitally signed by Kent J  
Fugal:A01410C00000177F92E041C00017649  
Date: 2022.11.18 17:47:11-07'00'

AS BUILT:			
SCALE SHOWN IS FOR SHEET 11 x 17 ONLY			
ENGINEERING DIVISION			
NORTH PARK DRIVE REALIGNMENT TITLEPAGE			
CHK BY:	CEP	DWG BY:	RS
FILE NO. 2-38-30-3-PRK-2022-07		DATE PLOTTED:	SHEET NO.
DWG NO. MAIN-PRK-2022-07-TITLEPAGE		11/18/22	1 OF 7



# City of Idaho Falls

## Engineering Division Bid Tabulation

**Project:** North Park Drive Realignment  
**Submitted:** Kent J. Fugal, P.E., PTOE

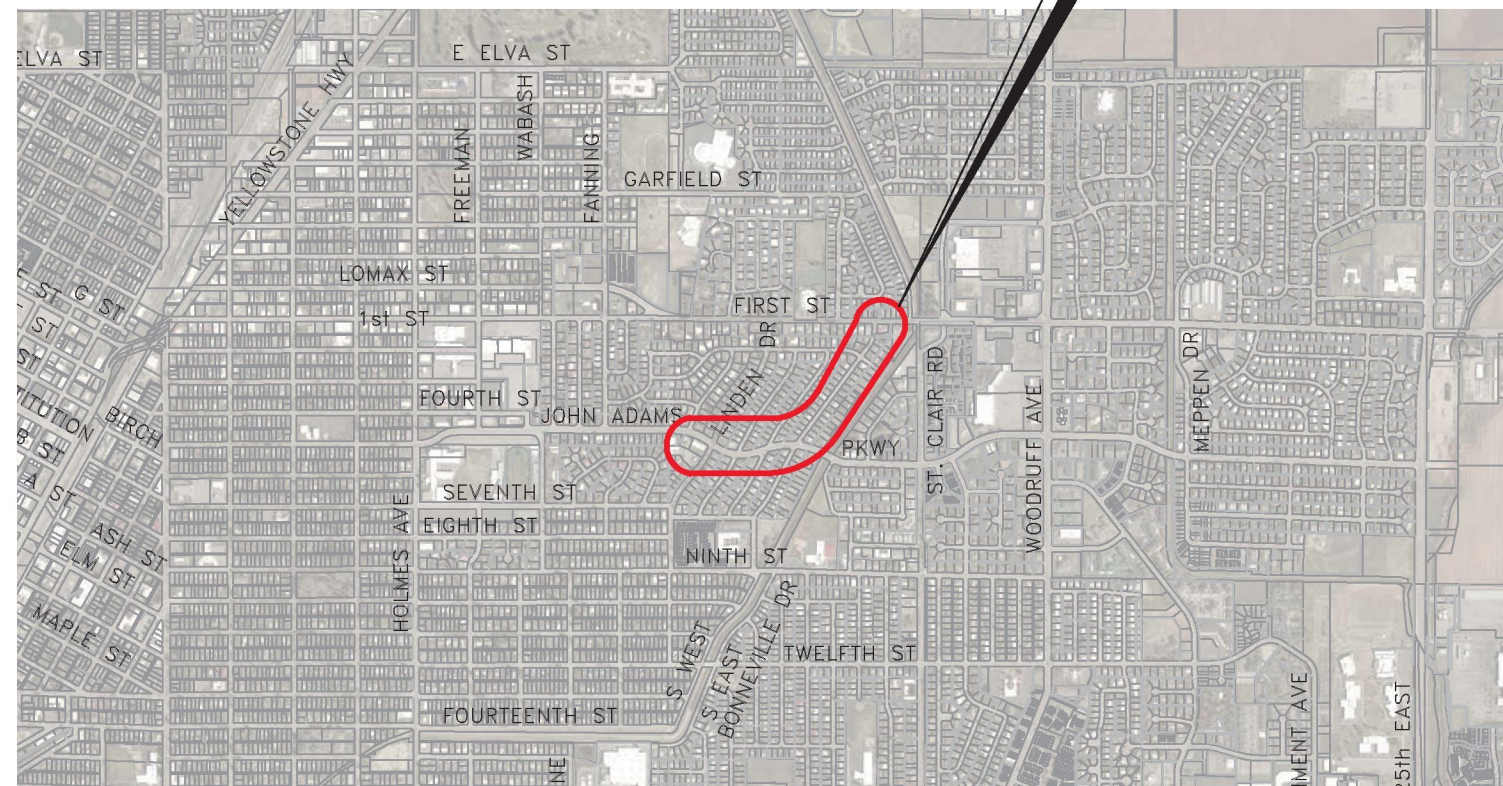
**Number:** 2-38-30-3-PRK-2022-07  
**Date:** December 7, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		Sunroc Corp DBA Depatco		Knife River Corporation		3H Construction, LLC		Avail Valley Construction		HK Contractors, Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
		DIVISION 200 - EARTHWORK														
2.01	201.4.1.B.1	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$8,400.00	\$8,400.00	\$7,000.00	\$7,000.00	\$42,000.00	\$42,000.00	\$7,990.00	\$7,990.00	\$28,000.00	\$28,000.00
2.02	202.4.1.A.1	Excavation	826	CY	\$30.00	\$24,780.00	\$29.00	\$23,954.00	\$28.00	\$23,128.00	\$26.00	\$21,476.00	\$38.00	\$31,388.00	\$55.00	\$45,430.00
2.03	201.4.1.F.1.b	Removal of Concrete Structure	1	EA	\$4,000.00	\$4,000.00	\$2,150.00	\$2,150.00	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
		DIVISION 300 - TRENCHING														
3.01	307.4.1.A.7	Miscellaneous Surface Restoration (Natural Ground)	332	LF	\$45.00	\$14,940.00	\$13.00	\$4,316.00	\$40.00	\$13,280.00	\$32.00	\$10,624.00	\$20.50	\$6,806.00	\$98.00	\$32,536.00
		DIVISION 400 - WATER														
4.01	401.4.1.A.1	Water Main Pipe - Size 8"	308	LF	\$70.00	\$21,560.00	\$43.00	\$13,244.00	\$42.00	\$12,936.00	\$83.00	\$19,404.00	\$123.00	\$37,884.00	\$91.00	\$28,028.00
4.02	402.4.1.A.1	Valve - Size 8" - Type Gate	1	EA	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$925.00	\$925.00	\$1,100.00	\$1,100.00	\$752.00	\$752.00	\$1,450.00	\$1,450.00
		DIVISION 600 - CULVERTS & STORM DRAINS														
6.01	601.4.1.A.5.a	18" Gravity Irrigation Pipe	271	LF	\$115.00	\$31,165.00	\$90.00	\$24,390.00	\$80.00	\$21,680.00	\$95.00	\$25,745.00	\$79.00	\$21,409.00	\$155.00	\$42,005.00
6.02	601.4.1.A.5.b	48" Gravity Irrigation Pipe	97	LF	\$350.00	\$33,950.00	\$320.00	\$31,040.00	\$285.00	\$27,645.00	\$380.00	\$34,920.00	\$286.00	\$27,742.00	\$450.00	\$43,650.00
6.03	602.4.1.A.1.a	Gravity Irrigation Manhole - 48" DIA	2	EA	\$7,000.00	\$14,000.00	\$6,800.00	\$13,600.00	\$4,995.00	\$9,990.00	\$6,055.00	\$12,110.00	\$11,973.00	\$23,946.00	\$5,150.00	\$10,300.00
6.04	602.4.1.A.1.b	Gravity Irrigation Manhole -72" DIA	1	EA	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00	\$9,015.00	\$9,015.00	\$10,900.00	\$10,900.00	\$16,658.00	\$16,658.00	\$7,500.00	\$7,500.00
		DIVISION 700 - CONCRETE														
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	427	LF	\$75.00	\$32,025.00	\$45.00	\$19,215.00	\$48.00	\$20,496.00	\$62.00	\$26,474.00	\$65.50	\$27,968.50	\$72.00	\$30,744.00
7.02	706.4.1.E.1	Concrete Sidewalks, thickness 5"	58	SY	\$140.00	\$8,120.00	\$130.00	\$7,540.00	\$180.00	\$10,440.00	\$172.00	\$9,976.00	\$216.00	\$12,528.00	\$202.00	\$11,716.00
		DIVISION 800 - AGGREGATES & ASPHALT														
8.01	801.4.1.A.1	Uncrushed Aggregate Base	198	CY	\$50.00	\$9,900.00	\$67.00	\$13,266.00	\$46.00	\$9,108.00	\$48.00	\$9,504.00	\$78.00	\$15,444.00	\$84.00	\$16,632.00
8.02	802.4.1.A.1	Crushed Aggregate for Base Type 1	198	CY	\$60.00	\$11,880.00	\$60.00	\$11,880.00	\$65.00	\$12,870.00	\$56.00	\$11,088.00	\$82.00	\$16,236.00	\$87.00	\$17,226.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	132	SY	\$135.00	\$17,820.00	\$147.00	\$19,404.00	\$127.00	\$16,764.00	\$150.00	\$19,800.00	\$163.00	\$21,516.00	\$147.00	\$19,404.00
		DIVISION 1100 - TRAFFIC SIGNALS & STREET LIGHTING														
11.01	1105.4.1.F.1	Remove and Replace Traffic Sign	1	EA	\$500.00	\$500.00	\$900.00	\$900.00	\$700.00	\$700.00	\$2,000.00	\$2,000.00	\$398.50	\$398.50	\$3,000.00	\$3,000.00
		DIVISION 2000 - MISCELLANEOUS														
20.01	2010.4.1.A.1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$62,500.00	\$62,500.00	\$59,000.00	\$59,000.00	\$40,000.00	\$40,000.00	\$35,617.00	\$35,617.00	\$49,458.00	\$49,458.00
20.02	2050.4.1.C.1	Subgrade Preparation Geotextile	1,182	SY	\$3.00	\$3,546.00	\$4.00	\$4,728.00	\$3.00	\$3,546.00	\$3.50	\$4,137.00	\$3.00	\$3,546.00	\$3.00	\$3,546.00
		SPECIAL PROVISIONS														
SP-1	S0201	Removal of Manhole and Appurtenances	1	LS	\$7,500.00	\$7,500.00	\$2,200.00	\$2,200.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,526.00	\$4,526.00	\$2,250.00	\$2,250.00
SP-2	S0625A	Concrete Drop Structure	1	EA	\$30,000.00	\$30,000.00	\$22,000.00	\$22,000.00	\$35,830.00	\$35,830.00	\$14,500.00	\$14,500.00	\$36,580.00	\$36,580.00	\$35,445.00	\$35,445.00
SP-3	S0625B	Concrete Drop Structure	1	EA	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00	\$24,785.00	\$24,785.00	\$32,200.00	\$32,200.00	\$32,635.00	\$32,635.00	\$43,457.00	\$43,457.00
SP-4	S0800	Pathway	175	LF	\$50.00	\$8,750.00	\$45.00	\$7,875.00	\$50.00	\$8,750.00	\$80.00	\$14,000.00	\$57.50	\$10,062.50	\$92.00	\$16,100.00
		TOTAL				\$351,936.00		\$326,602.00		\$328,888.00		\$371,458.00		\$394,632.50		\$490,377.00

# LINCOLN DR & JOHN ADAMS PKWY WATER LINE IMPROVEMENTS 2023

## PROJECT # 2-38-20-1-WTR-2023-04

PROJECT LOCATION



MAYOR

REBECCA L. NOAH CASPER

CITY COUNCIL

MICHELLE ZIEL-DINGMAN  
LISA BURTENSHAW  
THOMAS HALLY

JIM FRANCIS  
JOHN B. RADFORD  
JIM FREEMAN

ENGINEERING DIVISION

PUBLIC WORKS DIRECTOR

CHRIS H FREDERICKSEN, P.E.

CITY ENGINEER

KENT J. FUGAL, P.E., PTOE

2022



Digitally signed by Kent J.  
Fugal A01410C0000177F92E041C00017849  
Date: 2022.11.18 19:15:16-0700

AS BUILT:

SCALE SHOWN IS FOR  
SHEET 11 x 17 ONLY

ENGINEERING  
DIVISION



LINCOLN DR & JOHN ADAMS PKWY  
WATER LINE IMPROVEMENTS 2023

CHK BY:	CEP	DSG BY:	WEM	DWN BY:	WEM
FILE NO.	2-38-20-1-WTR-2023-04	DATE PLOTTED:	11/18/2022	SHEET NO.	1 OF 7
DWG NO.	MAN-WATER LINE REPLACEMENT 2023.dwg				



**City of Idaho Falls**  
Engineering Division  
Bid Tabulation

**Project:** Lincoln Dr & John Adams Pkwy Water Line Improvements 2023  
**Submitted:** Kent J. Fugal, P.E., PTOE  
**Number:** 2-39-20-1-WTR-2023-04  
**Date:** December 7, 2022

Item Number	Reference Number	Description	Estimated Quantity	Unit	Engineer's Estimate		JM Concrete, Inc		RS Jobber Inc		Knife River Corporation		3H Construction LLC		HK Contractors, Inc		Sunroc Corp DBA Depatco	
					Unit Price	Total Amount	Unit Price	Total Amount	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
		<b>DIVISION 200 - EARTHWORK</b>																
2.01	201.4.1.D.1.a	Removal of Concrete	246	SY	\$20.00	\$4,920.00	\$30.00	\$7,380.00	\$28.50	\$7,011.00	\$34.00	\$8,364.00	\$30.00	\$7,380.00	\$92.24	\$22,691.04	\$38.45	\$9,459.70
2.02	201.4.1.D.1.b	Removal of Fire Hydrant	3	EA	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$1,605.00	\$4,815.00	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$2,841.04	\$8,523.12	\$910.00	\$2,730.00
2.03	201.4.1.E.1	Removal of Curb & Gutter	910	LF	\$15.00	\$13,650.00	\$10.00	\$9,100.00	\$17.00	\$15,470.00	\$6.50	\$5,915.00	\$20.00	\$18,200.00	\$13.68	\$12,448.80	\$10.25	\$9,327.50
2.04	202.4.1.A.1	Excavation of Roadway	2,161	CY	\$25.00	\$54,025.00	\$30.00	\$64,830.00	\$43.50	\$94,003.50	\$19.00	\$41,059.00	\$30.00	\$64,830.00	\$34.98	\$75,591.78	\$23.45	\$50,675.45
		<b>DIVISION 300 - TRENCHING</b>																
3.01	302.4.1.B.1	Rock Excavation	1	LF	\$250.00	\$250.00	\$300.00	\$300.00	\$200.00	\$200.00	\$375.00	\$375.00	\$200.00	\$200.00	\$5,504.96	\$5,504.96	\$715.00	\$715.00
3.02	307.4.1.A.1	Miscellaneous Surface Restoration (Landscaping)	40	LF	\$50.00	\$2,000.00	\$30.00	\$1,200.00	\$90.00	\$3,600.00	\$180.00	\$7,200.00	\$40.00	\$1,600.00	\$147.50	\$5,900.00	\$172.35	\$6,894.00
3.03	307.4.1.F.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	1,717	LF	\$75.00	\$128,775.00	\$57.00	\$97,869.00	\$51.50	\$88,425.50	\$55.00	\$94,435.00	\$60.50	\$103,879.50	\$81.61	\$140,124.37	\$89.40	\$151,782.80
		<b>DIVISION 400 - WATER</b>																
4.01	401.4.1.A.1.a	Water Main Pipe – Size 4"	26	LF	\$75.00	\$1,875.00	\$100.00	\$2,500.00	\$110.00	\$2,750.00	\$290.00	\$7,250.00	\$300.00	\$7,500.00	\$335.45	\$8,386.25	\$346.00	\$8,650.00
4.02	401.4.1.A.1.b	Water Main Pipe – Size 8"	3,078	LF	\$60.00	\$184,680.00	\$40.00	\$123,120.00	\$58.50	\$180,063.00	\$34.00	\$104,652.00	\$60.00	\$184,680.00	\$52.76	\$162,395.28	\$60.55	\$186,372.90
4.03	401.4.1.C.1	Temporary Water Service	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$26,825.00	\$26,825.00	\$39,000.00	\$39,000.00	\$70,000.00	\$70,000.00	\$75,618.62	\$75,618.62	\$36,570.00	\$36,570.00
4.04	402.4.1.A.1.b	Valve – Size 8" - Type Gate	21	EA	\$1,000.00	\$21,000.00	\$500.00	\$10,500.00	\$708.00	\$14,868.00	\$935.00	\$19,635.00	\$800.00	\$16,800.00	\$872.47	\$18,321.87	\$1,880.00	\$39,480.00
4.05	403.4.1.A.1	Hydrant	6	EA	\$3,000.00	\$18,000.00	\$4,000.00	\$24,000.00	\$3,787.00	\$18,935.00	\$2,595.00	\$12,975.00	\$3,000.00	\$15,000.00	\$2,988.79	\$14,943.95	\$2,635.00	\$13,175.00
4.06	404.4.1.B.1.a	Replace Water Service, Size 1"	37	EA	\$3,000.00	\$111,000.00	\$2,000.00	\$74,000.00	\$1,495.00	\$55,315.00	\$2,300.00	\$85,100.00	\$3,000.00	\$111,000.00	\$2,077.80	\$76,878.60	\$3,245.00	\$120,065.00
		<b>DIVISION 700 - CONCRETE</b>																
7.01	706.4.1.A.7.a	Curb and Gutter, Type Standard	910	LF	\$75.00	\$68,250.00	\$40.00	\$36,400.00	\$39.00	\$35,490.00	\$65.00	\$59,150.00	\$62.00	\$56,420.00	\$68.10	\$61,971.00	\$62.50	\$56,875.00
7.02	706.4.1.E.1.a	Concrete Sidewalks, 4" thickness	205	SY	\$125.00	\$25,625.00	\$110.00	\$22,550.00	\$84.00	\$13,120.00	\$130.00	\$26,650.00	\$165.00	\$33,825.00	\$178.60	\$36,613.00	\$178.60	\$36,613.00
7.03	706.4.1.E.1.b	Concrete Sidewalks, 5" thickness	41	SY	\$150.00	\$6,150.00	\$112.00	\$4,592.00	\$4.592.00	\$3,526.00	\$300.00	\$12,300.00	\$170.00	\$6,970.00	\$148.96	\$6,103.26	\$235.60	\$9,659.60
		<b>DIVISION 800 - AGGREGATES &amp; ASPHALT</b>																
8.01	801.4.1.A.1	6" Uncrushed Aggregate Base	894	CY	\$45.00	\$40,230.00	\$30.00	\$26,820.00	\$44.00	\$39,336.00	\$33.00	\$29,502.00	\$40.00	\$35,760.00	\$53.74	\$48,043.56	\$45.00	\$40,230.00
8.02	802.4.1.A.1	Crushed Aggregate for Base Type 1	894	CY	\$50.00	\$44,700.00	\$30.00	\$26,820.00	\$52.00	\$46,488.00	\$48.00	\$42,912.00	\$48.00	\$42,912.00	\$55.03	\$49,196.82	\$51.00	\$45,594.00
8.03	810.4.1.A.1	Plant Mix Pavement 3/4", PG 58-34	745	TO	\$125.00	\$93,125.00	\$110.00	\$81,950.00	\$145.00	\$108,025.00	\$105.00	\$78,225.00	\$125.00	\$93,125.00	\$109.82	\$81,815.90	\$112.70	\$83,961.50
		<b>DIVISION 1000 - CONSTRUCTION STORMWATER BMP's</b>																
10.01	1001.4.1.A.1	Sediment Control	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$18,505.00	\$18,505.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$9,653.72	\$9,653.72	\$3,610.00	\$3,610.00
		<b>DIVISION 2000 - MISCELLANEOUS</b>																
20.01	2010.4.1.A.1	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$42,000.00	\$42,000.00	\$53,100.00	\$53,100.00	\$241,095.00	\$241,095.00	\$40,000.00	\$40,000.00	\$152,330.23	\$152,330.23	\$231,901.55	\$231,901.55
20.02	2030.4.1.A.1	Manhole, Adjust to Grade	4	EA	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00	\$1,205.00	\$4,820.00	\$600.00	\$2,400.00	\$818.49	\$3,273.96	\$1,800.00	\$7,200.00
20.03	2050.4.1.C.1	Subgrade Separation Geotextile	5,364	SY	\$3.00	\$16,092.00	\$5.00	\$26,820.00	\$2.50	\$13,410.00	\$2.00	\$10,728.00	\$3.50	\$18,774.00	\$2.37	\$12,712.68	\$3.50	\$18,774.00
		<b>TOTAL</b>				<b>\$965,847.00</b>		<b>\$702,251.00</b>		<b>\$851,281.00</b>		<b>\$942,242.00</b>		<b>\$942,254.50</b>		<b>\$1,089,042.77</b>		<b>\$1,170,315.00</b>



### 2023 CITY COUNCIL MEETINGS

City Council Meetings are held on the Second and Fourth **Thursdays** of each month at 7:30pm at the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho. Following is a list of City Council Meeting dates for the 2023 Calendar Year, including those that have been designated as Special Meetings:

January 12, 2023 and January 23, 2023 (Special Meeting)

February 9, 2023 and February 23, 2023

March 9, 2023 and March 30, 2023 (Special Meeting)

April 13, 2023 and April 27, 2023

May 11, 2023 and May 25, 2023

June 8, 2023 and June 29, 2023 (Special Meeting)

July 13, 2023 and July 27, 2023

August 10, 2023 and August 24, 2023

September 14, 2023 and September 28, 2023

October 12, 2023 and October 26, 2023

November 9, 2023 and November 21, 2023 (Special Meeting)

December 7, 2023 and December 14, 2023 (Special Meeting)

*If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Corrin Wilde at (208) 612-8414 or the ADA Coordinator Lisa Farris at (208) 612-8323 as soon as possible and they will make every effort to adequately meet your needs.*





## 2023 CITY COUNCIL WORK SESSIONS

City Council Work Sessions are typically held on the **Monday** of Council Week at **3:00 p.m.** at the City Annex Building, 680 Park Avenue, Idaho Falls, Idaho. Following is a list of City Council Works Session dates for the 2023 Calendar Year (*please note, meeting dates are subject to change*):

January 23, 2023 (Special Meeting)

February 6 ,2023 and February 21, 2023 (Tuesday)

March 6, 2023 and March 27, 2023

April 10, 2023 and April 24, 2023

May 8, 2023 and May 22, 2023

June 5, 2023 and June 26, 2023

July 10, 2023 and July 24, 2023

August 7, 2023 and August 21, 2023

September 11, 2023 and September 25, 2023

October 10, 2023 (Tuesday) and October 23, 2023

November 6, 2023 and November 20, 2023

December 4, 2023 and December 11, 2023

*If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Corrin Wilde at (208) 612-8414 or the ADA Coordinator Lisa Farris at (208) 612-8323 as soon as possible and they will make every effort to adequately meet your needs.*



## 2023 IDAHO FALLS POWER BOARD MEETING SCHEDULE

Idaho Falls Power (IFP) Board Meetings are generally held the second Wednesday of each month, unless otherwise noted. In the event of a special circumstance, the meeting will be moved accordingly. Meetings will be scheduled from 7:45 a.m. – 12 p.m. at the IFP Boardroom, 140 S. Capital Avenue, Idaho Falls, Idaho. The following is a list of dates for the 2023 Calendar Year.

Wednesday, February 8, 2023

Wednesday, March 8, 2023

Wednesday, April 12, 2023

Wednesday, May 10, 2023

Wednesday, June 14, 2023

Wednesday, August 9, 2023

Wednesday, September 13, 2023

Wednesday, October 11, 2023

Wednesday, November 8, 2023

*Other dates of interest (Board attendance is encouraged):*

Jan. 9-11, 2023 – Idaho Consumer Owned Utilities Association (ICUA) Legislative Conference – Boise, ID  
Feb. 27 – March 1, 2023 – American Public Power Association (APPA) Legislative Rally (PMC Members only) – Washington, DC  
May 14-17, 2023 – Northwest Public Power Association (NWPPA) Annual Meeting – Anchorage, AK  
June 16-21, 2023 – American Public Power Association (APPA) National Conference – Seattle, WA  
July 19-21, 2023 – Idaho Consumer Owned Utilities Association (ICUA) Annual Meeting – Boise, ID  
August 13-16, 2023 – Utah Associated Municipal Power Systems (UAMPS) Annual Member Conference – Jackson, WY  
December 19-20, 2023 – Utah Associated Municipal Power Systems (UAMPS) Annual Meeting – Salt Lake City, UT



## 2023 Airport Board Meeting Schedule

Idaho Falls Airport board meetings are generally held the 3<sup>rd</sup> Tuesday of the first month of the first quarter unless otherwise noted. In the event of a special circumstance, the meeting will be moved accordingly. Meetings will be held from 8am to 10am, unless otherwise noted. In the IDA board room. (Address). The following is a list of dates for the 2023 calendar year.

Tuesday, January 24, 2023

Tuesday April 25, 2023

Tuesday July 18, 2023

Tuesday October 17, 2023

***Other dates of interest (board attendance is encouraged):***

- AAAE Legislative Conference March 20-22, 2023
- AAAE Board & Commissioners Training, dates TBD



2023 AIC SCHEDULE OF MEETINGS AND CONFERENCES

AIC Water Summit (Boise) 8am-4pm	January 25, 2023, 8:30-5pm
AIC City Officials' Day (Boise)	January 26, 2023 9am-1pm
AIC Spring District Meetings	April 9am-3pm (TBD)
AIC Leadership Academy (Part 1 of 2)	May 10-11, 2023 8am – 4:30pm
AIC Annual Conference (Boise)	June 21-23, 2023
AIC Fall Academy – Mid/End of November 2023, 9am-3pm	(TBD)
AIC Legislative Committee Meeting (Boise) December 2023	(TBD)



# 2023/24 COUNCIL BUDGET PREPARATION CALENDAR

## DRAFT

DATE	DAY	TIME	TOPIC
<b>MARCH</b>			
31	F	8AM-2 PM	2023/24 Directors' Preliminary Budget Workshop
<b>APRIL</b>			
21	F	8AM – 3 PM	2023/24 City Council Budget Workshop
<b>MAY-JUNE</b>			
			Department Budget Development, Preparation, and Submission
6/15	Th	C.O.B.	Department Budget Submission to MS Finance Team
<b>JULY</b>			
3	M	N/A	Preliminary Budget Uploaded for Council Review
3-7			<i>Directors meet with assigned council liaisons on flat budget, capital plans and requests for general funds</i>
11	T	12-5 PM	Budget Tuesday with Lunch
18	T	12-5 PM	Budget Tuesday with Lunch
25	T	12-5 PM	Budget Tuesday with Lunch
27	Th	7:30 PM	Tentative Budget Approval in Regular Council Meeting (not-to-exceed amount)
30	Su	NA	Publish Tentative Budget, Fees and Forgone Hearings (if applicable)
<b>AUGUST</b>			
6	Su	N/A	Publish Tentative Budget, Fees and Forgone Hearings (if applicable)
7	M	5-6 PM	Budget Discussion as an agenda item in Regular Work Session (as needed—limited time available)
10	Th	7:30 PM	Public Hearings—Budget, Fees and Forgone (if applicable) in Regular Council Meeting
11	F	8:30-11 AM	Budget/Fee Hearings Review and General Budget Discussion
22	T	12-5 PM	Final Budget Tuesday (as needed)
24	Th	7:30 PM	Adopt Budget Ordinance, Fee and Forgone (if applicable) Resolutions in Regular Council Meeting

Red font is propose change of date due to July 4 holiday.