



CITY COUNCIL MEETING
Thursday, April 27, 2017
7:30 p.m.

CITY COUNCIL CHAMBERS
680 Park Avenue
Idaho Falls, ID 83402

*Thank you for your interest in City Government. If you wish to express your thoughts on a matter listed below, please contact Councilmembers by email or personally **before** the meeting. Public testimony on agenda items will not be taken unless a hearing is indicated. Be aware that an amendment to this agenda may be made upon passage of a motion that states the reason for the amendment and the good faith reason that the agenda item was not included in the original agenda posting. Regularly-scheduled City Council Meetings are live streamed at www.idahofallsidaho.gov, then archived on the city website. If you need communication aids or services or other physical accommodations to participate or access this meeting, please contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.** *Members of the public are invited to address the City Council regarding matters that are **not** on this agenda or already noticed for a public hearing. When you address the Council, please state your name and address for the record and please limit your remarks to three (3) minutes. Please note that matters currently pending before the Planning Commission or Board of Adjustment which may be the subject of a pending enforcement action, or which are relative to a City personnel matter are not suitable for public comment.*
4. **Special Presentation.** Idaho Falls Fire Department
5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Items from Municipal Services:

- 1) Bid IF-17-O, Sole Source Purchase, Public Safety Equipment for Police Department
- 2) Approval of Hydroelectric Property Insurance

B. Item from Idaho Falls Airport:

- 1) Notice of Award, Construction and Management Contracts and limited Notice to Proceed Taxiway A, C and Runway 2/20 Rehabilitation Project – FAA Project # AIP 43

C. Items from the City Clerk:

- 1) Minutes from the April 10, 2017 Council Work Session and Executive Session; and April 13, 2017 Council Meeting.
- 2) License Applications, all carrying the required approvals.

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

6. **Regular Agenda.**

A. Community Development Services

1) Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Patriot Park Subdivision: For consideration is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Patriot Park Subdivision. The Planning and Zoning Commission recommended approval of this application at its February 7, 2017, meeting by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS: (in sequential order)

- a. To approve the Development Agreement for Patriot Park Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents.
- b. To accept the Final Plat for Patriot Park Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat.
- c. To approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Patriot Park Subdivision, and give authorization for the Mayor to execute the necessary documents.

B. Human Resources

1) Rescission of the City of Idaho Falls Civil Service System: The Human Resources Department respectfully requests approval of an ordinance rescinding the Civil Service System of Idaho Falls, and, that upon passage the ordinance be read in its entirety pursuant to Idaho Code.

RECOMMENDED ACTION: To approve the ordinance rescinding Title 2, Chapter 4, on the third reading and that it be read in its entirety and published by summary (or reject the ordinance or take other action as deemed appropriate).

C. Municipal Services

1) RFQ #17-055 Heritage Park Development Project Bid Rejection: Municipal Services recommends rejection of Request for Qualification (RFQ) 17-055, Heritage Park Development Project due to a discrepancy on page 3 of the RFQ document. Upon receipt and review of the vendor responses, City staff identified a sentence that requested a cost estimate within the preparation instructions was not removed from a previously issued RFQ. Pursuant to Idaho Code §67-2320, the City must evaluate on the basis of qualifications and demonstrate competence for the type service required. This discrepancy has a material impact on the process and therefore, Municipal Services is requesting the approval to reject all proposals and release a correct RFQ document upon approval.

RECOMMENDED ACTION: To reject all proposals and release a correct RFQ document for Heritage Park Development Project (or take other action deemed appropriate).

D. Public Works

1) Right of Way Vacation – Joelle Avenue and a portion of Tara Street: As earlier authorized, the City Attorney has prepared the documents to vacate the Joelle Avenue Right-of-Way and a portion of Tara Street within the Freeway Commercial Center development.

RECOMMENDED ACTION: To approve the Ordinance vacating Joelle Avenue Right-of-Way and a portion of Tara Street under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, or reject the Ordinance).

7. Motion to Adjourn.

CONSENT AGENDA:

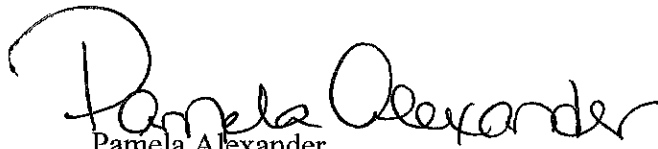
IDAHO FALLS

MEMORANDUM

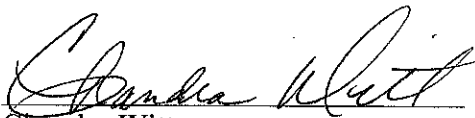
TO: Mayor and City Council**FROM:** Municipal Services Department**DATE:** April 14, 2017**RE:** Bid IF-17-O, Sole Source Purchase, Public Safety Equipment for Police Department

The Police and Municipal Services Departments requests authorization to advertise the City's intent to make a sole source purchase following a 14-day period, as per I.C. § 67-2808, and then to issue a purchase order for furnishing / installing / removing public safety equipment in the amount of \$53,215.70, once the advertisement has been completed. This procurement will be from Teton Communications from Idaho Falls, Idaho the only authorized distributor and installer of the public safety equipment. The equipment and installation are budgeted in the 2016/17 Municipal Equipment Replacement Fund budget.

Respectfully,



Pamela Alexander
Municipal Services Director



Chandra Witt
General Services Administrator



Heidi Carlson
Purchasing Agent



Wireless Solutions

545 S. Utah Circle

Idaho Falls, ID 83402

PH: 208-522-0750/FAX 208-525-3400

System Proposal For:

City of Idaho Falls

Police Department

605 North Capital

Idaho Falls, ID 83402

Lt. Steve Hunt

Sales Person: Rick Hafla

Quote # : 2017CIFPD0402R1

Date : 04/12/2017

Effective For: 120 Days

Phone: 612-8652

Email : shunt@idahofallsidaho.gov

System Type: Public Safety Equipment

2017 Dodge Charger Marked Patrol Vehicle

Signature:

1 VEHICLE

Item	QTY	Model/Description	Unit Price	Extended Price
1	1	Federal LGD45Z Legend All LED Lightbar, 4 Red / 4 Blue, White LED TD and AL, Six Head Amber Rear SignalMaster, HKB-LPCHGR11 Hook Kit,		\$1,298.00
2	1	Federal Signal SSP2000B SmartSiren Platinum 2000 Programmable 100 Watt Siren and Lightbar Controller, 3 Position Slide Switch, PA Microphone		\$ 835.00
3	1	Federal ES100C Dynamax Siren Speaker and Charger EBS-CHGR15 Mount		\$ 212.00
4	1	Equipment Console, Havis #C-VS-2400-CHGR-2 with C-ARM-105 Flipup/Swivel Armrest, C-CUP2-I Internal Drink Holder, (2) C-MCB Mic Bracket, C-TCB-7 Telescoping Computer Base, 3 Position 12VDC Accessory Outlets, 12VDC 310 Style Radar Jack, Equipment Faceplates, 3 Position External #14.0553 12VDC Accessory Jack		\$ 846.00
5	1	Setina 1K0573CGR11P #6S Single Prisoner Transport Partition, Coated Polycarbonate, Includes Lower Extension Panels for Stock Seat		\$ 867.00
6	1	Setina Dual T-Rail Weapon Mount with Single GEN 2 #6XL-H Universal Electric Lock with Handcuff Key Override, GT Series Weapon Mount SPT Transfer Kit		\$ 368.00
7	1	100A Master 12 VDC Disconnect and Distribution Kit, Fuse Block, Circuit Breakers, Wire Loom, Connectors; Includes Laptop Computer and Printer 12VDC and Hardware Accessories, Low Voltage Relays		\$ 192.00
8	1	Maxrad NM058UFFME Replacement Coax Kit and Connector and MUF7000 Unity Gain 700 MHz Antenna		\$ 35.45
9	1	Schumacher 1.5A Battery Charger/Maintainer and 14 AWG Multi-Outlet AC Extension Cord		\$ 62.00
10	1	Antenna Plus AP-CG-Q-S11-BL Multi-Mode AP-Cell/PCS/LTE/GPS Antenna		\$ 115.00

Installation and Technical Service:

Provide, Install and Test Items 1-10 Plus Customer 700 MHz Mobile Radio, Gamber Johnson CF-54 Docking Station and DC Power Supply, BEE III Dash Mount Dual Antenna Radar, and Stinger DS Flashlight Charger in 2017 Dodge Charger. Install Customer Watchguard 4RE Mobile Video System with WiFi and Touch Screen Display. Wire and Activate Front Wigwags and Rear Tail Lights Flasher through PEIM Interface.

Program Legend Lightbar, SSP2000 Siren, SignalMaster Controller, and Video System to Customer Specifications. Program, Wire, and Activate Siren Horn Ring Transfer and Park Siren Deactivator through PEIM Interface.

Install Customer Provided Brother Pocket Jet Mobile Printer with Havis C-PM-101 Roll-Feed Printer Mount, Laptop Computer, LTRON 4910LR Barcode Reader, and USB Hub. Terminate and Dress GPS, Printer and Scanner Cabling to Customer Docking Station. Install Customer Trunk Mounted Stop Sticks.

Accepted by:

Date:

Equipment	\$ 4,830.45
Sales Tax	None
Delivery	Included
Installation	\$ 2,387.00
Other Charges	None
Grand Total	\$ 7,217.45



545 S. Utah Circle
Idaho Falls, ID 83402
PH: 208-522-0750/FAX 208-525-3400

System Proposal For:
City of Idaho Falls
Police Department
605 North Capital
Idaho Falls, ID 83402
Lt. Steve Hunt

Sales Person: Rick Hafla
Quote # : 2017CIFPD0403R1
Date : 04/12/2017
Effective For: 120 Days

Phone: 612-8652
Email : shunt@idahofallsidaho.gov

System Type: Public Safety Equipment
2017 Ford Interceptor Sedan Marked Vehicle
1 VEHICLE

Item	QTY	Model/Description	Unit Price	Extended Price
1	1	Federal LGD45Z Legend All LED Lightbar, 4 Red / 4Blue, White LED TD and AL, Six Head Amber Rear SignalMaster, HKB-TAR11 Hook Kit		\$1,298.00
2	1	Federal Signal SSP2000B SmartSiren Platinum 2000 Programmable 100 Watt Siren and Light Controller, 3 Position Slide Switch, PA Microphone		\$ 835.00
3	1	Federal ES100C Dynamax Siren Speaker and ESB-TAR11 Mount		\$ 212.00
4	2	Whelen VTX609C White Hemispherical LED Light Head with Flasher, (2) VTXFB Black Bezel, Below Front Headlamps	\$88.50	\$ 177.00
5	2	Whelen VTX609D Split Red/White Hemispherical LED Light Head with Flasher, Rear Backup Lights	\$84.00	\$ 168.00
6	1	Havis C-VS-1508-INSE Ford Taurus Console, E/W Dual Cup Holder # C-CUP2-I, (2) C-MCB Mic Bracket, 2 Each 12VDC Accessory Outlets, C-ARM-103 Flipup/Swivel Armrest, C-MD-202 Tilt/Swivel, C-TCB-7 Telescoping Computer Base, 12 VDC 310 Style Radar Jack, Equipment Faceplates, 3 Position External #14.0553 12VDC Accessory Jack		\$ 842.00
7	1	Setina 1K0573ITS12 #6S Single Prisoner Transport Partition, Coated Polycarbonate, Includes Lower Extension Panels for Stock Seat		\$ 867.00
8	1	Setina Double T-Rail Weapon Mount with Dual GEN 2 #6XL-H Universal Electric Lock with Handcuff Key Override, GT Series Weapons Mount SPT Transfer Kit		\$ 469.00
9	1	70 Master 12 VDC Disconnect and Distribution Kit, Circuit Breakers, Fuse Block, Wire, Loom, Connectors; Includes Tablet Computer and Printer 12VDC and Hardware Accessories		\$ 185.00
10	1	Maxrad NM058UFFME Replacement Coax Kit and MUF7000 Unity Gain 700 MHz Antenna		\$ 35.45
11	1	Schumacher 1.5A Battery Charger/Maintainer and 14 AWG Multi-Outlet AC Extension Cord		\$ 62.00

12	1	Antenna Plus AP-CG-Q-S11-BL Multi-Mode AP-Cell/PCS/LTE/GPS Antenna	\$ 115.00
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Installation and Technical Service:

Provide, Install and Test Items 1-12 Plus Customer 700 MHz Mobile Radio, Gamber Johnson CF-54 Docking Station and DC Power Supply, BEE III Dash Mount Dual Antenna Radar and Stinger DS Flashlight Charger in 2017 Ford Interceptor Sedan. Install Customer Watchguard 4RE Mobile Video System with WiFi and Touch Screen Display.

Program Legend Lightbar, SSP2000 Siren, SignalMaster Controller and Video System to Customer Specifications. Wire and Activate Park Siren Deactivator and Horn Ring Transfer Circuits.

Install Customer Provided Brother Pocket Jet Mobile Printer with Havis C-PM-101 Roll-Feed Printer Mount, LTRON 4910LR Barcode Reader, and USB Hub. Terminate and Dress GPS, Printer and Scanner Cabling to Customer Tablet Computer. Install Customer Trunk Mounted Stop Sticks.

Accepted by:

Date:

Equipment	\$5,265.45
Sales Tax	None
Delivery	Included
Installation	\$2,542.00
Other Charges	None
Grand Total	\$ 7,807.45



545 S. Utah Circle
Idaho Falls, ID 83402
PH: 208-522-0750/FAX 208-525-3400

Sales Person: Rick Hafla
Quote # : 2017CIFPD0401R1
Date : 04/12/2017
Effective For: 120 Days

System Proposal For:
City of Idaho Falls
Police Department
605 North Capital
Idaho Falls, ID 83402
Lt. Steve Hunt

Phone: 612-8652
Email :shunt@idahofallsidaho.gov

System Type: Public Safety Equipment
2017 Ford Utility Interceptor Marked
Vehicles

4 VEHICLES

Item	QTY	Model/Description	Unit Price	Extended Price
1	4	Federal LGD45Z Legend All LED Lightbar, 4 Red / 4Blue, White LED TD and AL, Six Head Amber Rear SignalMaster, Hook Kit HKB-FPIU13-44	\$1,298.00	\$5,192.00
2	4	Federal Signal SSP2000B SmartSiren Platinum 2000 Programmable 100 Watt Siren and Light Controller, 3 Position Slide Switch, PA Microphone	\$ 835.00	\$3,340.00
3	4	Federal ES100C Dynamax Siren Speaker and ESB-FPIUND Mount	\$ 212.00	\$ 848.00
4	8	Whelen VTX609C White Hemispherical LED Light Head with Flasher	\$ 84.00	\$ 672.00
5	8	Whelen VTX609D Split Red/White Hemispherical LED Light Head with Flasher, Rear Backup Lights	\$ 84.00	\$ 672.00
6	4	Havis C-VS-1308-INUT Ford Explorer Console, E/W Dual Cup Holder # C-CUP2-L, (2) C-MCB Mic Bracket, 2 Each 12VDC Accessory Outlets, C-ARM-103 Flipup/Swivel Armrest, C-MD-202 Tilt/Swivel, C-TCB-7 Telescoping Computer Base, 12 VDC 310 Style Radar Jack, Equipment Faceplates, #14.0553 12VDC, External 3 Position Outlet	\$ 813.00	\$3,252.00
7	4	Setina 1K0574ITU12 #6VS Single Prisoner Transport Partition, Coated Polycarbonate, Includes Lower Extension Panels for Stock Seat.	\$ 884.00	\$3,536.00
8	4	Setina PK6316ITU122ND #12VS Cargo Area Partition, Coated Polycarbonate	\$ 394.00	\$1,576.00
9	4	Setina Dual T-Rail Weapon Mount with Single GEN 2 #6XL-H Universal Electric Lock with Handcuff Key Override, GT Series Weapons Mount SPT Transfer Kit	\$ 368.00	\$1,472.00
10	4	70A Master Power Disconnect and Distribution Kit, Circuit Breakers, Fuse Block, Wire, Loom, Connectors; Includes Tablet Computer and Printer 12VDC and Hardware Accessories	\$ 185.00	\$ 740.00

11	4	Maxrad NM058UFFME Replacement Coax Kit and MUF7000 Unity Gain 700 MHz Antenna	\$ 35.45	\$ 141.80
12	4	Schumacher 1.5A Battery Charger/Maintainer and 14 AWG Multi-Outlet AC Extension Cord	\$ 62.00	\$ 248.00
13	4	Antenna Plus AP-CG-Q-S11-BL Multi-Mode AP-Cell/PCS/LTE/GPS Antenna	\$ 115.00	\$ 460.00

Installation and Technical Service:

Provide, Install and Test Items 1-13 Plus Customer 700 MHz Mobile Radio, Gamber Johnson CF-54 Docking Station and DC Power Supply, and Stinger Flashlight Charger in 2017 Ford Utility Interceptors. Install Customer Watchguard 4RE Mobile Video System with WiFi and Touch Screen Display.

Program Legend Lightbar, SSP2000 Siren, SignalMaster Controller and Video System to Customer Specifications. Wire and Activate Park Siren Deactivator and Horn Ring Transfer Circuits.

Install Customer Provided Brother Pocket Jet Mobile Printer with Havis C-PM-101 Roll-Feed Printer Mount, Laptop Computer, LTRON 4910LR Barcode Reader and USB Hub. Terminate and Dress GPS, Printer and Scanner Cabling to Customer Docking Station. Install Customer Stop Sticks in Rear Compartment.

Accepted by:

Date:

Equipment Total	\$ 22,149.80
Sales Tax	Exempt
Delivery	Included
Installation	\$ 10,104.00
Other Charges	None
Grand Total	\$ 32,253.80



Wireless Solutions

545 S. Utah Circle

Idaho Falls, ID 83402

PH: 208-522-0750/FAX 208-525-3400

Sales Person: Rick Hafla

Quote # : 2017CIFPD0405

Date : 04/12/2017

Effective For: 120 Days

System Proposal For:

City of Idaho Falls

Police Department

605 North Capital

Idaho Falls, ID 83402

Lt. Steve Hunt

Phone: 612-8652

Email :shunt@idahofallsidaho.gov

System Type: New Patrol Moving Radars

Signature:

FORD SEDAN and Dodge Charger

Item	QTY	Model/Description	Unit Cost	Extended Cost
1	2	MPH Industries BEE III Dual Antenna Ka-Band Radar, Vehicle Specific Dash Mount, Front On-Glass Antenna Mount, Fixed Rear Deck Mount, Wireless Remote Control, Tuning Forks	\$1,899.00	\$3,798.00

Installation and Technical Service:

Accepted by:

Date:

Equipment Total	\$ 3,798.00
Sales Tax	Exempt
Delivery	Included
Grand Total	\$ 3,798.00



545 S. Utah Circle
Idaho Falls, ID 83402
PH: 208-522-0750/FAX 208-525-3400

Sales Person: Rick Hafla
Quote # : 2017CIFPD0404
Date : 04/3/2017
Effective For: 120 Days

System Proposal For:

City of Idaho Falls
Police Department
605 North Capital
Idaho Falls, ID 83402
Lt. Steve Hunt

Phone: 612-8652
Email :shunt@idahofallsidaho.gov

System Type: Vehicle Teardowns;
Public Safety Equipment Removal

Signature:

Item	QTY	Model/Description	Extended Cost
1		Labor Remove Public Safety Equipment from (2) Explorer (5639, 5658) (2) Charger (5652,5653) and (1) Durango (5648) Patrol Vehicles for Reuse or Retirement as follows: A) Remove Mobile Radios, Accessory Speaker and Antenna, Federal SS2000SS Siren and Lightbar Controller, 331105 Signal Master Controller, Siren Speaker and Mount, Federal Lightbar or Inside and Outside LED Warning Lights, Barricades, Equipment Tree or Jotto HK-12 Slide Console, Headlight and Taillight Flashers or PEIM Flashers Controller or 6 Lamp Hide-A-Halo Flashers Kit, Gun Lock and Mount, 12VDC Accessory Outlets, Radar 12 VDC Outlet, Map Light, Battery Charger/Maintainer, Trimble Placer 450 GPS Systems, Laptop Mounts, Printer and Mount, Bar Code Reader, Mobile Video System, Radar, 12VDC Master Power Disconnect Kit B) Restore Headlights and Tail Lights Wiring, Reinstall Overhead Map Light C) Provide and Install Lightbar Cable and Antenna Hole Plugs D) Disassemble Equipment and Box by Equipment Type (Radios, Sirens, Radars, Barricades, Equipment Trees, Flashers, Mobile Data, Etc.) along with All Accessories to Permit Customer Return. Lot <u>\$1,860.00</u>	
2		Labor Remove Public Safety Equipment from (1) Cherokee (5660) Unmarked Vehicle for Reuse or Retirement as Follows: A) Remove Remote Mount Mobile Radio and Remote PTT Kit, Disguise Antenna, Accessory Speaker and Antenna, MS4000U Siren, Siren Speaker and Mount, Equipment Mounts, Interior and Exterior LED Lighting, Switch Controls, 6 Lamp Ricochet Strobe Kit, 12 VDC Accessory Outlets and Flashlight Chargers. B) Reseal Headlights and Tail Light Reflectors D) Disassemble Equipment and Box by Equipment Type (Radios, Sirens, Equipment Trees, Flashers, Mobile Data, Etc.) along with All Accessories to Permit Customer Return. Lot <u>\$279.00</u>	



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 24, 2017

RE: Approval of Hydroelectric Property Insurance

It is the recommendation of Municipal Services and Idaho Falls Power to approve annual insurance contracts for hydroelectric generation property with Moreton and Company. The City is recommending the purchase of a renewal premium of \$334,811.90. The total insurance package covers property insurance, flood, earthquake and terrorism coverage. The deductible will be \$250,000 and 45 days on business interruption. The insurance coverage will be from April 29, 2017 to April 29, 2018. The insurance package costs are budgeted in the 2016/17 Idaho Falls Power operating budget.

Respectfully,


Pamela Alexander
Municipal Services Director

City of Idaho Falls

P. O. Box 50220
Idaho Falls, ID 83405

Property Renewal

Effective Date of Coverage:

April 29, 2017

Coverage Proposed on:

April 18, 2017

Allan Ranstrom

Senior Vice President

Chad Ranstrom

Vice President

Lisa Reckamp

Account Manager

Moreton & Company

12639 West Explorer Drive, Suite 200 | Boise, ID 83713

(208) 321-9300 | Fax (208) 321-0101 | moreton.com

Insurance | Employee Benefits | Surety

CA License No. 0522220

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Your Insurance Broker

Moreton & Company, founded in 1910, is an independently owned and operated insurance agency serving the insurance needs of business, public entities and residents.

Regional, national and international representation through Assurex Global allows us to draw on resources that are both expert and independent. Our expertise, dedication to superior service, and ability to provide quality, price effective products has made us the area's most diversified and resourceful independent broker.

Mission Statement

We will consistently exceed expectations by providing solutions that go beyond the needs of our clients and customers.
We will be timely, fair, and professional with our suppliers, carriers, and partners.
We will provide a prosperous, professional, and energetic workplace.

Changes & Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as new locations, expansion to another state, new products, or new applications of existing products. This includes traveling, shipping via ground, air, rail, etc., or to new states or foreign exposures.
- Mergers and/or acquisition of new companies, as well as dissolving of companies.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Circumstances which may require increased insurance limits.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
- Immediate advice of any changes to the vehicle schedule or to scheduled equipment such as contractor's equipment, electronic data processing, etc.
- Property of yours that is in transit or off-premises, unless we have arranged for the insurance previously.
- Any changes in existing premises including vacancy, (whether temporary or permanent), alterations, demolition, etc. Also, any new premises, either purchased, constructed or occupied.

Please contact your Sales Executive or Account Manager with any other changes not mentioned above. This list is not all inclusive for all the different changes our customers go through.

Disclosures/Disclaimers

- **This is a coverage proposal, not a legal contract.** This proposal is provided to help you understand your insurance program. It provides only a general description of insurance coverages and is not an insurance contract. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.
- If the contents of this proposal and the terms and conditions of the policy are contradictory, the language of the policy will govern.
- In evaluating your exposure to loss, we have been **dependent upon information provided by you.** If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, let us know so your coverage reflects the changes.
- The liability or property limits shown on this proposal are per your request or per expiring policies. **Higher liability or property limits** may be available. We can provide you with a quotation on the additional cost for the increased protection.
- The coverages shown on this proposal are per your request or per expiring policies. **Additional coverages**, such as earthquake, flood, pollution liability, professional liability, cyber liability, etc. **may be available.** We can provide you a quotation on the additional cost for the increased protection.
- **Annual Audit of Existing Coverages** – Portions of your premiums may be estimate amounts that are based on your anticipated exposures. These policies, therefore, are subject to adjustment, based on your actual exposures. These exposures are generally developed at policy year-end either from previous reports sent to the insurance company or from an audit of your records by the insurance company. The audit, at the insurance company discretion, can be either voluntary (when you complete the forms sent to you) or actual (when the company sends its own people to verify information from your records). Once this is completed, you will receive an adjustment to the estimated premium that was billed originally.
It is important that if you have subcontractors working for you that you secure a certificate of insurance from them evidencing workers compensation coverage and general liability coverage. Otherwise, this exposure could be picked up at audit and charged to you.
- **Moreton & Company is concerned with the environment.** Policies and endorsements will be sent to you electronically. If you prefer paper copies, please let us know. We will accommodate your needs.
- **Moreton & Company will negotiate insurance coverage contracts** on your behalf. Please see your legal representative to negotiate other contracts.
- **Moreton & Company may receive commission** from insurers on transactions described in this proposal.
- **Moreton & Company may receive additional compensation** from insurers based on a combination of *premium volume and loss or claims experience*. If your premium is financed, we may also receive compensation from finance companies.
- One or more of the insurance policies that you are considering purchasing **may be underwritten by an insurer that is not admitted by the state in which your business operates.** These insurers are not protected by the Guaranty Fund in your state.
- The Fred A. Moreton & Company California license number is 0522220.
- Please contact us with any questions regarding the terminology used or the coverages provided.
- In January 2015, the Terrorism Risk Insurance Act program was re-authorized for six years with the following changes:
 - Phases in an increase to the program's trigger from \$100 million to \$200 million by 2020.
 - Decreases federal share of losses from 85% to 80% by 2020.
 - Increases the government's mandatory recoupment amount from \$27.5 billion to \$37.5 billion by 2020.
 - Increases recoupment percentage amount from 133% to 140%.
 - Streamlines the certification process for an act of terror by removing the Secretary of State and Attorney General from the formal process.
 - Instructs the Secretary of Treasury to issue a certification timeline to Congress.



Account Service Team

Moreton & Company
12639 West Explorer Drive, Suite 200
Boise, ID 83713
Phone (208) 321-9300
Fax (208) 321-0101

No matter how comprehensive or price competitive your insurance program is, it is still people who must service it to ensure that the coverage will respond when it is needed. We feel that our people are our greatest asset – courteous professionals who know that you expect and deserve the very best.

These are the people who will handle your account at Moreton & Company:

Allan Ranstrom, Senior Vice President, allan@moreton.com, direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Allan Ranstrom, Vice President, allan@moreton.com, direct phone number (208) 321-2001, will help you with questions about your present policy coverages, and any future insurance needs you might have as your business grows and changes.

Lisa Reckamp, Account Manager, lreckamp@moreton.com, direct phone number (208) 321-2016:

- Vehicle coverage changes
- Auto ID cards
- Binders, Insurance Certificates
- Evidence of Property Insurance
- Mortgagee/Loan address changes
- Address or location changes
- Billing inquiries

Claims contacts:

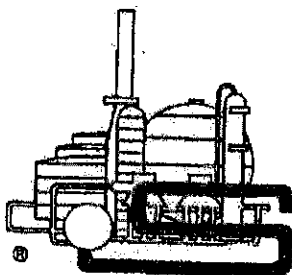
- **Barb Knapp** bknapp@moreton.com, (208) 321-2020

Office Hours: 8:00 a.m. to 5:00 p.m. (Mountain Time)
Monday through Friday

Location Schedule

Named Insured: City of Idaho Falls

Loc. No.	Street	City	State	Zip
1	Upper Dams Powerplant	Idaho Falls	ID	83401
	Building No. 1	Building Description		
		Upper dam		
Loc. No.	Street	City	State	Zip
2	Central (City) Dam	Idaho Falls	ID	83401
	Building No. 1	Building Description		
		Central dam		
Loc. No.	Street	City	State	Zip
3	Lower Power Plant	Idaho Falls	ID	83401
	Building No. 1	Building Description		
		Lower dam		
Loc. No.	Street	City	State	Zip
4	Gem State Plant	Idaho Falls	ID	83402
	Building No. 1	Building Description		
		Gem State dam		
Loc. No.	Street	City	State	Zip
5	Old Lower Plant	Idaho Falls	ID	83402
	Building No. 1	Building Description		
		Old Lower (Construction)		
		Permanent		



STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

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Los Angeles, CA 90017
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QUOTATION

NAMED INSURED: City of Idaho Falls

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U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to the following web site:

<http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>

POLICY NUMBER:

To Be Advised

MAILING ADDRESS OF INSURED:

P.O. Box 50220
Idaho Falls, ID 83405

**DESCRIPTION AND LOCATION
OF PROPERTY INSURED:**

Per the statement of values submitted by Moreton
& Company, dated March 27, 2017.

VALUES:

Property Damage:	\$226,411,759
Business Interruption:	\$ 4,814,436
Total Insured Value:	\$231,226,195

TERRITORY:

50 states of the United States of America plus the District of Columbia

POLICY PERIOD:

Effective: April 29, 2017 at 12:01 AM
Expiration: April 29, 2018 at 12:01 AM.

FORM:

Per the expiring Starr Tech policy #: EUTN09178430 and endorsements except as modified by this quote and endorsements listed under Additional Terms and Conditions.

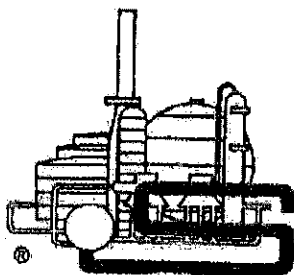
COVERAGE:

All Risks of direct physical loss or damage, covering Property Damage, Business Interruption and Boiler & Machinery, but excluding Extra Expense.

VALUATION:

Property Damage: The lesser of the following or as per policy form

1. The applicable Policy Limit, Policy Sublimit or aggregate limit or



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NAMED INSURED: City of Idaho Falls

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2. The cost to rebuild or replace, on the same premises, on the same premises, the lost or damaged property with new property or comparable material and quality, and used for the same purpose or
3. The amount actually spent necessary to repair, rebuild, or replace the lost or damaged property or
4. Actual Cash Value if the property is not repaired, rebuilt or replaced within 2 years of the date of loss.

Time Element Coverages: Actual Loss Sustained-Gross Earnings

All as further described in the policy form and endorsements

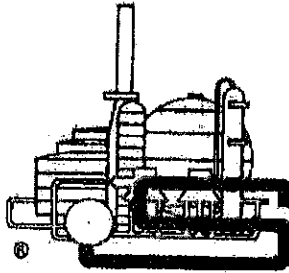
POLICY LIMIT OF LIABILITY: \$100,000,000 any one occurrence.

STARR TECH PARTICIPATION: 100%, that being \$100,000,000 part of \$100,000,000

SUBLIMITS: Sublimits are per occurrence unless specified as Annual Aggregate. If specified as Annual Aggregate, then the most the Company will pay for all losses (including any other coverage(s) or extension(s) of coverage applying) shall be the amount specified as Annual Aggregate

The sublimits below are part of and not in addition to the Policy Limit of Liability.
Sublimits are 100% and are subject to Starr Tech percentage participation.

BUSINESS INTERRUPTION	\$4,814,436	Monthly limit per plant
EXTRA EXPENSE:	\$1,000,000	
COURSE OF CONSTRUCTION AT OLD LOWER DAM:	\$10,000,000	<i>now done</i>
DEBRIS REMOVAL:	THE GREATER OF 25% OF ADJUSTED DIRECT PROPERTY LOSS OR \$5,000,000	
EXPEDITING COST	\$500,000	
TRANSIT	\$500,000	
EARTHQUAKE:	\$30,000,000	Annual Aggregate
EARTHQUAKE IN CALIFORNIA:	NO COVERAGE	
FLOOD	\$30,000,000	Annual Aggregate
NEWLY ACQUIRED-90 DAYS:	\$5,000,000	
VALUABLE PAPERS AND RECORDS:	\$5,000,000	
ACCOUNTS RECEIVABLE:	\$5,000,000	
DEMOLITION & INCREASED COST OF CONSTRUCTION:	\$2,500,000	



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NAMED INSURED: City of Idaho Falls

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HAZARDOUS SUBSTANCES OR CONTAMINATION-NAMED PERILS	\$500,000	Annual Aggregate
HAZARDOUS SUBSTANCES OR CONTAMINATION-ACCIDENT	\$500,000	Annual Aggregate
ASBESTOS AND ASBESTOS-CONTAINING MATERIAL	\$250,000	Annual Aggregate
MISCELLANEOUS UNNAMED LOCATIONS	\$250,000	
GEM STATE DAM:	\$30,202,522	(Combined PD & TE)
UPPER DAM:	\$18,515,898	(Combined PD & TE)
CENTRAL DAM:	\$18,515,898	(Combined PD & TE)
LOWER DAM:	\$18,515,898	(Combined PD & TE)

DEDUCTIBLES: All deductibles listed below are per occurrence

Property Damage: \$250,000 except

EARTHQUAKE: \$250,000 except

FLOOD: 3% of the total insurable values at risk per location subject to a minimum of \$500,000 for contents and \$500,000 for buildings per occurrence.

PROPERTY IN TRANSIT: \$10,000

TIME ELEMENT (BI and EE): 1,080 Hours

*If a number of hours apply as a TIME ELEMENT deductible then the Company shall not be liable for any losses occurring during the specified number of hours immediately following the occurrence

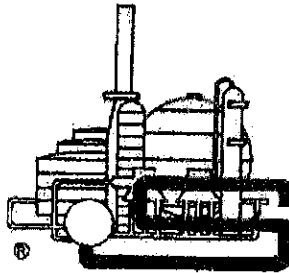
As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as one claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declarations Page.

Deductibles for Property Damage and Time Element shall be applied separately.

TERRORISM

As respects Acts of Terrorism as defined by the Terrorism Risk Insurance Act of 2002, as amended, the Insured has the option to exclude this coverage. To exclude coverage the Insured must affirmatively opt out of the coverage by signing the attached Policyholder Disclosure Statement prior to binding. If the Insured elects to exclude coverage, then the attached Terrorism Exclusion (Form #61330 - 01/15) shall be endorsed on to the Policy.

We also offer a coverage option for Acts of Terrorism not Certified under the Terrorism Risk Insurance Act, as amended. If the Insured chooses to exclude this coverage, then the



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QUOTATION

NAMED INSURED: City of Idaho Falls

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attached Terrorism Exclusions (Form #61331 or 61332 - 01/15) shall be endorsed to the Policy. To exclude coverage, the Insured must affirmatively opt out of the coverage by signing one of the attached letters A or B.

In all cases, Terrorism coverage outside of the United States is excluded. (Endorsement NMA 2918)

The table below can be used to determine the endorsements and documentation that are needed to effect coverage desired by the Insured.

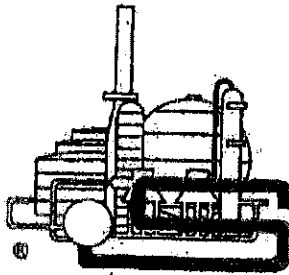
Certified Terrorism Coverage (TRIA)	Non-Certified Terrorism Coverage	Applicable Terrorism Exclusion	Letter Required From Insured
purchased	rejected	61332 & 61333	Policyholder Disclosure Statement and Letter B
purchased	purchased	61333	Policyholder Disclosure Statement
rejected	purchased	61330	Policyholder Disclosure Statement
rejected	rejected	61330 and 61331	Policyholder Disclosure Statement and Letter A

ADDITIONAL TERMS AND CONDITIONS:

- Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
- Premium to be paid in full within 30 days of inception.
- Business Interruption coverage shall only apply to those locations where Business Interruption values have been declared.
- 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
- Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises are excluded.
- Extra Expense coverage, if provided, does not include generation, transmission, purchase, replacement, trade or distribution of electrical power.
- In addition to the expiring endorsements, the following Company Mandated Endorsements and Policy Documents will be attached upon policy issuance:

Policy Documents

- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders (IL 00 17 11 98)
- Loss Notification Instructions
- Common Policy Conditions IL 00 17 11 98
- Commercial Property Conditions



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QUOTATION

NAMED INSURED: City of Idaho Falls

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Company Mandated Endorsements

- e. Asbestos Exclusion
- f. Authorities Endorsement.
- g. Biological or Nuclear Exclusion Endorsement
- h. Bridge Wording
- i. Electronic Data/Media Exclusion Endorsement
- j. Mold Exclusion
- k. Political Risk Exclusion
- l. Trade or Economic Sanctions Endorsement -- ALL-21101 (11/06)
- m. Terrorism Exclusions (Based on Table Above)
- n. State Amendatory Endorsements

STARR TECH PREMIUM:

\$192,500, plus applicable State or Local Surcharges, Taxes and Fees, excluding Acts of Terrorism.

STARR TECH CERTIFIED TERRORISM PREMIUM:

\$6,495, plus any State or Local Surcharges, Taxes or Fees, as respects Certified Acts of Terrorism as defined by the Terrorism Risk Insurance Act, as amended.

STARR TECH NON-CERTIFIED TERRORISM PREMIUM:

\$722, plus applicable State or Local Surcharges, Taxes and Fees, as respects Non-Certified terrorism.

STARR TECH BOILER AND MACHINERY JURISDICTIONAL INSPECTION FEE:

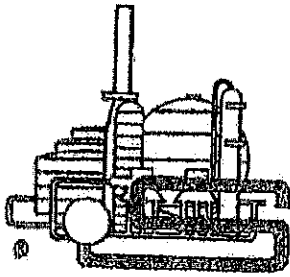
\$TBD The Jurisdictional Fee is exclusive of any commissions, taxes, fees or surcharges.

STARR TECH LOSS CONTROL ENGINEERING INSPECTION FEE:

\$4,500. The Engineering Fee is exclusive of any commissions, taxes, fees or surcharges.

JURISDICTION:

State of New York



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NAMED INSURED: City of Idaho Falls

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CURRENCY: United States Dollars (\$US)

SECURITY: ACE American Insurance Company (A.M. Best
Rating: A+, Financial Size XV)

CANCELLATION: 30 days except 10 days for nonpayment of premium.

PRODUCER & ADDRESS*: Moreton & Company
12639 West Explorer Drive, Suite 200
Boise, ID 83713
Attn: Mr. Chad Ranstrom or Ms. Lisa Reckamp

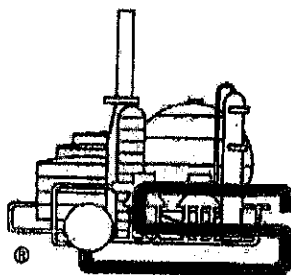
PRODUCER FEIN #: 870218394

THE COMPANY MAY WITHDRAW THIS QUOTATION AT ANY TIME PRIOR TO ACCEPTANCE
AND IN NO EVENT WILL IT REMAIN OPEN FOR ACCEPTANCE BEYOND April 28, 2017.
COVERAGE MAY NOT BE BOUND WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE
COMPANY.

Authorized Signature:


Ray Walshe, Vice President
Starr Technical Risk Agency, Inc.

Date: April 17, 2017



STARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
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QUOTATION

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NAMED INSURED: City of Idaho Falls

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STARR TECHNICAL RISKS AGENCY, INC.

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

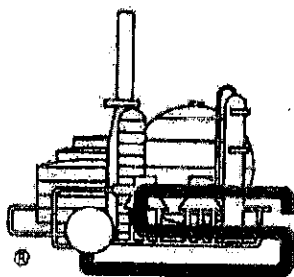
You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays a share, as per the schedule shown below, of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Schedule -- Federal Share of Terrorism Losses:

85% Year 2015
84% Year 2016
83% Year 2017
82% Year 2018
81% Year 2019
80% Year 2020



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NAMED INSURED: City of Idaho Falls

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Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$6,495 for a limit of \$100,000,000.

Please indicate your selection below.

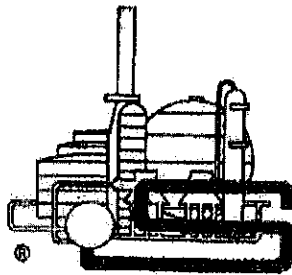
_____ I hereby elect to purchase coverage in accordance with the Act.

_____ I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date:

Print Name/Title



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QUOTATION

NAMED INSURED: City of Idaho Falls

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Letter A

April 17, 2017

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405

Attn: Mr. Mark Hagedorn

RE: City of Idaho Falls Hydro Property Program
Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

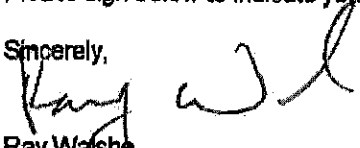
You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,


Ray Walshe
Vice President

Signature of Insured

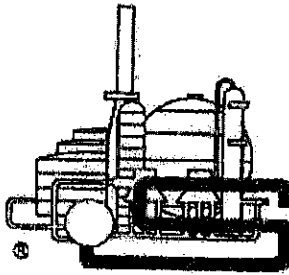
Title: _____

Company: _____

Date: _____

CC: Mr. Chad Ranstrom - Moreton, Boise
Enc: Terrorism Exclusion Endorsements

1/2015



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QUOTATION

NAMED INSURED: City of Idaho Falls

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Letter B

April 17, 2017

City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405

Attn: Mr. Mark Hagedorn

RE: City of Idaho Falls Hydro Property Program
Policy Number: TBD

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,


Ray Walshe
Vice President

Signature of Insured

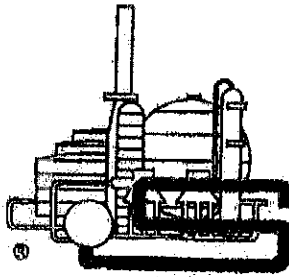
Title: _____

Company: _____

Date: _____

CC: Mr. Chad Ranstrom - Moreton, Boise
Enc: Terrorism Exclusion Endorsements

1/2015



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QUOTATION

NAMED INSURED: City of Idaho Falls

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TERRORISM EXCLUSION

(FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED)

This Policy excludes loss, damage, cost or expense, arising directly or indirectly as a result of a "certified act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), and any revisions or amendments thereto, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

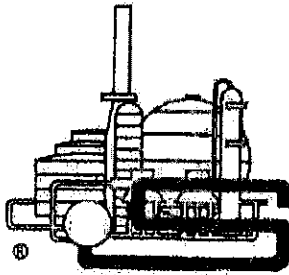
For purposes of this endorsement and in compliance with the Act, "certified act of terrorism" shall mean an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more acts of terrorism, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



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NAMED INSURED: City of Idaho Falls

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TOTAL TERRORISM EXCLUSION

This Endorsement only applies in the United States of America and its Territories and Possessions.

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

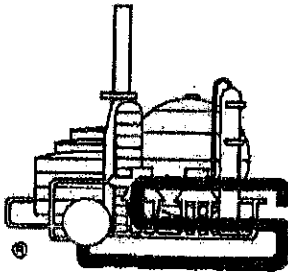
For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more "certified acts of terrorism" as defined under the Federal Terrorism Risk Insurance Act of 2002, as amended ("the Act"), this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



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NAMED INSURED: City of Idaho Falls

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TERRORISM EXCLUSION
(EXCEPT FOR CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK
INSURANCE ACT, AS AMENDED)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, other than a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

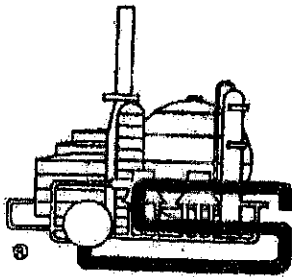
For the purpose of this endorsement, an "act of terrorism" means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

However, if an act of terrorism results in a fire and the direct physical loss or damage to property insured hereunder located in any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands and any territory or possession of the United States, that, either pursuant to the Standard Fire Policy or otherwise, prohibits exclusions for acts of terrorism that result in fire, this Company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage to property insured hereunder and may be limited, in accordance with the Standard Fire Policy to the lesser of the actual cash value of the property at the time of the loss, or the amount which it would cost to repair or replace the property, without allowance for any increased cost of repair or replacement by reason of any ordinance or law, and without any compensation for business interruption, extra expense to continue business activities, or any other coverage for loss or damage other than direct physical loss or damage to the property insured hereunder.

With respect to fire resulting from any one or more certified "acts of terrorism" as defined in the Act, this Company will not pay any amounts for which this Company is not responsible under the terms of the Act (including subsequent Congressional action pursuant to the Act) due to the application of Section 103 of the Act or any clause that results in a cap on our liability for payments for terrorism losses.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.



TARR TECHNICAL RISKS AGENCY, INC.

Raymond Walshe
Vice President
Phone: (213) 330-7061

1000 Wilshire, Suite 2200
Los Angeles, CA 90017
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QUOTATION

NAMED INSURED: City of Idaho Falls

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT, AS AMENDED **CAP ON LOSSES ENDORSEMENT**

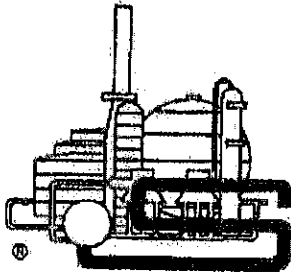
With respect to any one or more "certified acts of terrorism" under the TERRORISM RISK INSURANCE ACT of 2002, as amended ("the Act"), the company shall not be liable under this policy for more than the amount that the company would be responsible under the terms of the Act (including subsequent action of Congress) due to the application of any clause which results in a cap of the Company's liability for payment of terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. The federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

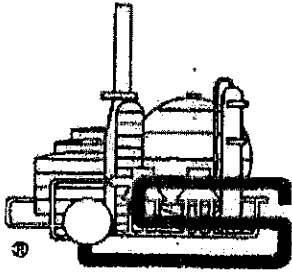
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other Insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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NAMED INSURED: City of Idaho Falls

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STARR TECHNICAL RISKS AGENCY, INC.

IMPORTANT NOTICE – TO BE KEPT WITH POLICY

To our Brokers/Agents

What to do when Loss Occurs:

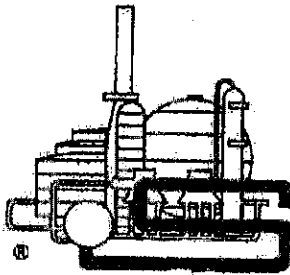
1. Report as soon as practicable, every incident, loss, or damage which may become a claim to:

Jim Jezewski, Vice President and Claims Manager
Starr Technical Risks Agency, Inc.
Property Claims Department
90 Park Avenue
New York, NY 10016
Phone: (646) 227-8348
Fax: (212) 599-3061
E-Mail: Jim.Jezewski@starrcompanies.com

(AND)

Mr. Raymond Walshe
Vice President / Regional Manager
1000 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90017
Phone #: (213) 330-7081
Fax: (213) 330-7084
E-mail: Raymond.Walshe@starrcompanies.com

2. Starr Technical Risks Agency, Inc. claims cannot be processed through any other facility and must be reported as indicated above.
3. Adjustors can only be assigned by Starr Technical Risks Agency, Inc. Property Claims Department.



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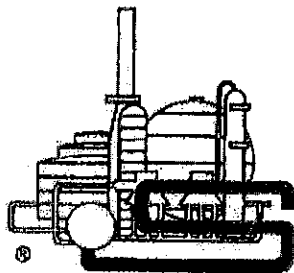
NAMED INSURED: City of Idaho Falls

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ASBESTOS EXCLUSION

This Policy does not insure against:

- (1) asbestos material removal, unless the asbestos itself is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems;
- (2) demolition or increased cost of reconstruction, repair, debris removal or loss of use of necessitated by the enforcement of any law or ordinance regulating asbestos material; or
- (3) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.



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NAMED INSURED: City of Idaho Falls

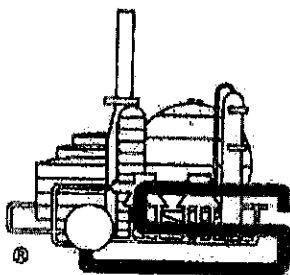
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AUTHORITIES ENDORSEMENT

It is hereby understood and agreed that with respect to the property section only:

Except as specifically stated in this policy or endorsement attached thereto, the company shall not be liable for loss, damage, costs, expenses, fines, or penalties incurred, sustained by or imposed on the Insured at the order of any Government Agency, Court, or other Authority arising from any cause whatsoever.

However, if any time element coverage is afforded by this policy or endorsements thereto, the coverage is extended to include any increase in the actual loss sustained by the Insured, resulting directly from an interruption of business covered hereunder, during the length of time not exceeding four(4) consecutive weeks, when as a direct result of damage to or destruction of covered property by the peril(s) insured against, access to the premises or commencement of repairs is delayed at the order of any Government Agency, Court, or other Authority.



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BIOLOGICAL, CHEMICAL, OR NUCLEAR EXCLUSION ENDORSEMENT

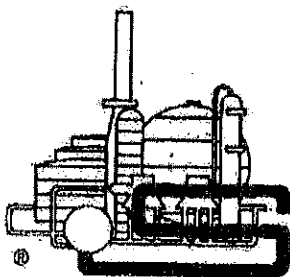
The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

- **BIOLOGICAL, CHEMICAL OR NUCLEAR EXCLUSION**

This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:

1. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or material regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
2. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act, whether or not the act is certified as an act of terrorism pursuant to the federal Terrorism Risk Insurance Act, and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.



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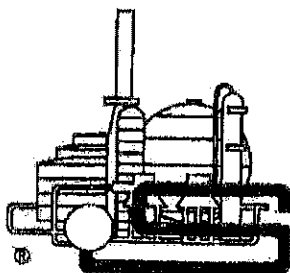
1000 Wilshire, Suite 2200
Los Angeles, CA 90017
Fax: (213) 330.7084

NAMED INSURED: City of Idaho Falls

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BRIDGE WORDING ENDORSEMENT

Whenever used in this Policy, the terms, "we", "our", "you", and "your" are hereby changed to "the Company", "the Company's", "the Insured", and "the Insureds".



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NAMED INSURED: City of Idaho Falls

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ELECTRONIC DATA/MEDIA EXCLUSION ENDORSEMENT

Any other term, provision, or endorsement notwithstanding, this policy does not insure against loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:

ELECTRONIC DATA by any cause whatsoever (including but not limited to **COMPUTER VIRUS**); and/or

ELECTRONIC MEDIA caused by or resulting from the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of **ELECTRONIC DATA**;

regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of **ELECTRONIC DATA** or **ELECTRONIC MEDIA**.

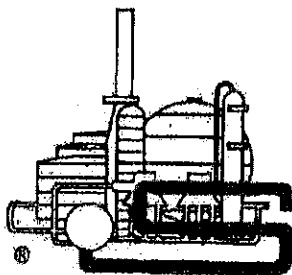
This exclusion does not apply to loss or damage of **ELECTRONIC DATA** or **ELECTRONIC MEDIA** caused by or resulting from the Perils of Fire, Explosion, Riot and Civil Commotion, Vehicles and Aircraft Impact or Collision, Sonic Boom, Sprinkler Leakage, Sinkhole Collapse, Flood, Earth Movement or Volcanic Action, if and to the extent such Perils are already covered by this or by any underlying policy.

ELECTRONIC DATA means facts, concepts, information or data, including compilations thereof, in a form useable or intended for use or processing by **COMPUTERS** or for storage on **ELECTRONIC MEDIA**. **ELECTRONIC DATA** includes but is not limited to files, programs, applications, operating systems, and other coded instructions for the processing, calculation and storage of facts, concepts and information by **COMPUTERS**.

ELECTRONIC MEDIA means any physical device that holds, stores, contains or transfers **ELECTRONIC DATA**, and includes but is not limited to disks, drives, films, tapes, records, drums, or cells.

COMPUTERS includes but is not limited to mainframes, servers, workstations and portable computers, personal information managers, wide and local area network hardware, electronic and electromechanical equipment, data processing equipment, electronic controls for machinery, electronically programmed memory chips, and electronically controlled communication equipment.

COMPUTER VIRUS means instructions, code, applications or any software program that has the ability or is suspected to have the ability to damage, destroy, erase, corrupt, alter, or prevent access to **ELECTRONIC DATA**, **ELECTRONIC MEDIA** or **COMPUTERS** or to disrupt or interfere with the operations of **COMPUTERS**.



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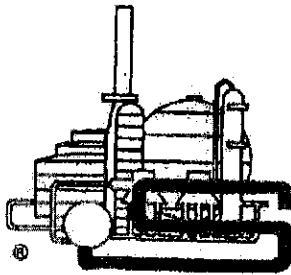
NAMED INSURED: City of Idaho Falls

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BASIS FOR VALUATION of ELECTRONIC MEDIA OR ELECTRONIC DATA

ELECTRONIC MEDIA or ELECTRONIC DATA shall be valued at the cost of the blank media plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.



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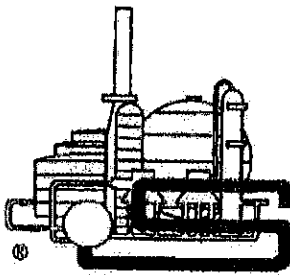
NAMED INSURED: City of Idaho Falls

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MOLD EXCLUSION ENDORSEMENT

This policy does not insure any loss, damage or expense consisting of, caused by, contributed to, or aggravated by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If loss otherwise covered by this policy occurs and the cost of removal of debris is increased due to the presence of rust, mold, moss, fungus, bacterial infestation, wet or dry rot and extremes of temperature or humidity, this policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on, or about the covered property to be removed.



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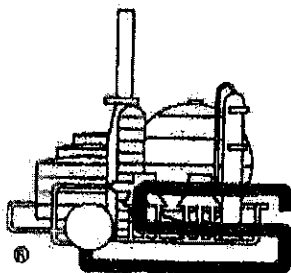
NAMED INSURED: City of Idaho Falls

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POLITICAL RISKS EXCLUSION

Loss of property due to Political Risks is hereby excluded. Political Risks are defined as follows:

"Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation"



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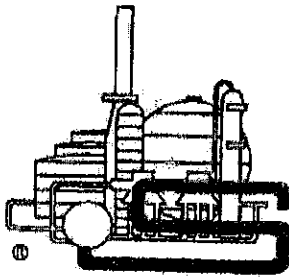
1000 Wilshire, Suite 2200
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NAMED INSURED: City of Idaho Falls

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



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TERRITORY ENDORSEMENT

It is understood and agreed that paragraph H. of the Commercial Property Conditions (CP 00 90 07 88) is amended as follows:

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Quote Number:

Issued Date: 03/29/2017

Commercial Property Quote

APPLICANT INFORMATION

Insured Name: CITY OF IDAHO FALLS
Mailing Address: PO BOX 50220
IDAHO FALLS, ID 83405

PROGRAM PARAMETERS

Covered Location(s): As per schedule on file with this Company received on March 29, 2017

Policy Period: 04/29/2017 to 04/29/2018

Issuing Company: Aspen Specialty Insurance Company, A.M. Best Rating A (Excellent) XV

Operations: Hydro Electric Dams

Perils: Difference in Conditions **Including** Earthquake and Flood.

Covered Property: Real and Personal Property, Leasehold Improvements, Machinery/Equipment, Electronic Data Processing Hardware/Software, Stock, Dams, and Business Interruption/Extra Expense.

Limit of Liability: \$10,000,000 Part Of \$20,000,000 Per Occurrence and in the Annual Aggregate for Flood and Earthquake

Excess Of \$30,000,000 Per Occurrence and in the Annual Aggregate for Flood and Earthquake

Sub-Limit:

- Business Interruption \$4,814,436
- Debris Removal \$5,000,000 or greater of 25% of loss
- Expediting Expense \$500,000
- Transit \$500,000
- Newly Acquired Property – 90 days reporting \$5,000,000
- Accounts Receivable \$5,000,000
- Demo ICC \$2,500,000
- Hazardous Substances or Contamination – Named Perils \$500,000
- Hazardous Substances or Contamination – Accident \$500,000
- Asbestos & Asbestos Containing Material \$250,000
- Miscellaneous Unnamed Locations (real and personal property) \$250,000
- GEM State Dam \$30,202,522
- Upper Dam \$18,515,898
- Central Dam \$18,515,898
- Lower Dam \$18,515,898

The above Sublimits are part of and not in addition to the policy Limit of Liability. These Sublimits do not increase the policy Limit of Liability or any other Sublimit. All Sublimits are per occurrence unless otherwise indicated.

Deductibles:

- All Other Perils – \$250,000 per occurrence Except
- Earthquake – \$250,000 per occurrence
- Flood – 3% of the total insurable values at risk per location subject to a minimum of \$500,000 for Content and \$500,000 for buildings per occurrence
- Time Element (Business Interruption/Extra Expense) – 1,080 Hours per occurrence

Total Insured Values: \$231,226,196

Valuation: Replacement Cost, Actual Loss Sustained/Time Element

Coinurance: Nil

PREMIUM

Premium:	\$24,745
TRIA:	\$49,490 (This is an optional premium to be accepted or declined)
Total Premium:	\$74,235

FORMS & ENDORSEMENTS

ASPPR154 0916	COMMON POLICY DECLARATIONS
ASPCO098 0213	SIGNATURE PAGE
ASPPR006 0404	SCHEDULE OF APPLICABLE FORMS
SNID 0511	IDAHO SURPLUS LINES NOTICE
ASPPR074 1010	EXCESS PHYSICAL DAMAGE SCHEDULE ENDORSEMENT
IL0985 0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL0953 0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL0952 0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
ASPCO002 0715	GENERAL SERVICE OF SUIT NOTICE
ASPCO021 0616	OFAC ENDORSEMENT
ASPCO023 1016	NBCR TERRORISM EXCLUSION
ASPPR035 0205	GENERAL PRE EXISTING DAMAGE EXCLUSION ENDORSEMENT
ASPPR072 0807	MINIMUM EARNED PREMIUM CLAUSE
ASPPR081 0907	SEEPAGE AND/OR POLLUTION AND /OR CONTAMINATION EXCLUSION
ASPPR086 0312	LOSS ADJUSTMENT ENDORSEMENT
ASPPR089 0907	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
ASPPR092 0211	ALL RISK PERILS EXCLUSION ENDORSEMENT
ASPPR116 0709	ALL RISK UNDERLYER WARRANTY
ASPPR138 0112	COMMON POLICY CONDITIONS
CP0090 0788	COMMERCIAL PROPERTY CONDITIONS
IL0935 0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
NMA2915 0101	ELECTRONIC DATA ENDORSEMENT
ASPPR100 0916	POLICYHOLDER'S GUIDE TO REPORTING A PROPERTY CLAIM
Manuscript	CRC Broker Follow Form

CONDITIONS

The proposal is subject to the following conditions. Please read them carefully.

- Minimum Earned Premium of 25% will apply.
- No deterioration of Loss History prior to bind.
- Please be advised that this policy will be issued through a surplus lines insurer. In order to bind coverage, we will need the resident surplus lines license name, address and license number prior to binding (for New Jersey business, we will also need the surplus lines transaction number). The resident surplus lines producer is responsible for compliance with all applicable laws and the payment of all taxes, fees and filings. Applicable taxes and fees are not included in the quoted premium.
- Please confirm your choice to purchase or decline Terrorism coverage as outlined in the quote by returning the signed Terrorism forms.
- Premium is due within 45 days of binding.
- Subject to final layering and pricing.
- 60 Days Notice of Cancellation except 10 days for Non-Payment
- Primary: ACE American Insurance Company

TO:
Edward Kim
CRC Insurance Services, Inc.
50 California Street Suite 2000
San Francisco, CA 94111

FAX: (415) 352-1152

PHONE: (415) 986-5050

DATE: April 7, 2017

TOTAL NO. OF PAGES INCLUDING COVER: 3

COVERAGE QUOTATION FOR: CITY OF IDAHO FALLS

Carrier: Evanston Insurance Company

Quote Reference: 3583818-1-1

Underwriter: Rene Barton

Quote Valid Until: April 29, 2017

Policy Period: April 29, 2017 to April 29, 2018 (12:01 AM Standard Time)

Total Insured Value: \$231,226,196

Valuation: Replacement Cost on Building
Replacement Cost on Business Personal Property
Actual Loss Sustained on BI with Extra Expense

Covered Property: Building, Business Personal Property, BI with Extra Expense as per schedule of values on file with this company.

Perils Insured: Difference in Conditions including Earthquake and Flood

Policy Form: Evanston Excess

Limit of Liability: \$10,000,000 per Occurrence
(and in the aggregate)
part of \$20,000,000 per Occurrence
excess of \$30,000,000 per Occurrence + Underlying Deductible(s)

Premium: \$24,750

TRIA Premium: \$24,750 (TRIA Policy Disclosure Notice is attached and to be signed by insured)

Total Premium: \$49,500

Minimum Earned Premium: 25%

Conditions

1. Underlying Deductibles: Earthquake - \$250,000 per occurrence; Flood (\$500K Bldg / \$500K Cts minimum) - 3% of total insurable values at time of loss per occurrence; AOP - \$250,000 per occurrence.
2. 60 day notice of cancellation unless subject to compliance with State requirement. 10 day notice of cancellation for non-payment of premium.
3. Excludes all foreign locations and exposures.
4. Coverage may not be bound without confirmation in writing from Evanston Insurance Company.

5. Unless otherwise agreed upon, it is warranted that this quote (binder) is subject to no other participation from any other writing company within the Markel group. This includes but is not limited to Essex Insurance Company, Evanston Insurance Company, Alterra America Insurance Company, and Markel Bermuda Limited.

6. Premium Adjustment: Submit for prior approval

7. No new business or increased coverage on in-force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude.

8. This quote may differ from the terms and conditions presented in the submission.

9. This quote is subject to disclosure of any claims or occurrences which may affect this policy which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.

10. This quote is conditional upon favorable financials, inspection report(s) and compliance with recommendations, if requested.

11. This quote is subject to review and acceptance of the Primary/Underlying policy form.

12. A copy of the issued Primary/Underlying Policy must be received prior to issuing our policy.

13. Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.

14. Please read this quote and the attached forms list carefully. This quote contains new forms and endorsements. If you would like a copy of these forms they can be obtained at [markelonline.com/forms & applications](http://markelonline.com/forms&applications). If you need a password or assistance with this site, please contact Wholesale Marketing.

COMMENTS

Please note this quote cannot be bound without completion and satisfactory review of all the Special Conditions noted above.

Further, the terms and conditions outlined in this quote are based on the applicable underwriting information received as of the date of the application. Evanston Insurance Company maintains the right to adjust the terms and conditions, in the event conflicting information is received subsequent to this date.

Policy Forms

<u>Form Number</u>	<u>Form Name</u>
MJIL 1000 08 10	Policy Jacket
MPIL 1007 03 14	Privacy Notice
MPIL 1074 07 14	Notice To Policyholders Claim Reporting
MDIL 1001 08 11	Forms Schedule
MEIL 1200 10 16	Service Of Suit
MEIL 1211 06 10	Minimum Earned Premium Amendment Endorsement
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDCP 1005-CA 09 14	Commercial Property Policy Declarations
MDCP 1009 09 14	Excess Property Supplemental Declarations
MECP 0005 09 14	Excess Property Coverage Form
MECP 1213 02 15	Occurrence Limit of Liability - Excess
MECP 1215 09 14	Additional Property Exclusions And Conditions
MECP 1304 05 16	Exclusion Of Certified Acts Of Terrorism
MECP 1308 09 14	Exclusion - Virus, Harmful Code Or Similar Instruction
MECP 1315 09 14	Exclusion - Asbestos
MECP 1316 09 14	Exclusion - Equipment Breakdown
MECP 1317 09 14	Exclusion - Biological, Radiological Or Chemical Materials
MECP 1322 09 14	Exclusion - Pollution
MECP 1328 09 14	Exclusion- Organic Pathogens



RSUI Group, Inc.

April 10, 2017

CRC Insurance Services
50 California Street
Suite 2000
San Francisco, CA 94111

ATTENTION: JIM SIPICH

RE: Property Quote

Submission Number: 857315
Renewal of: LHQ421912
Company: Landmark American Insurance Company - (Best rating: A+ XIII)
Coverage: Property

Insured: City of Idaho Falls
Idaho Falls, ID

Policy Dates: April 29, 2017 - April 29, 2018

Property Limits: \$40,000,000 P/O; \$50,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake, subject to conditions of the Scheduled Limit of Liability form

In Excess Of: \$50,000,000 per occurrence & annual aggregate applying separately to Flood and Earthquake

Valuation: Follow Primary

Total Insured Value: \$231,226,196 per Statement of Values on file with Company submitted 03/29/2017

Coverages:

- Building
- Personal Property
- Business Income with Extra Expense including "Rental Value"
- HydroElectric Dams

Perils: Difference in Conditions Including Flood & Earthquake

- -Including Earthquake Sprinkler Leakage (Included in Earthquake Limit)

Form: RSUI Excess Physical Damage Form - 2016 Edition

Underlying Deductible: This excess policy will require the primary to have at minimum the following:

Flood - 3.00% of Total Insured Values, subject to a minimum of \$500,000 per occurrence (Property Damage & Time Element)

Earthquake - \$250,000 Per Occurrence (Combined Property Damage & Time Element) Including Earthquake Sprinkler Leakage

Remarks:

In addition to underlying limits, this coverage attaches excess of primary deductibles.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Policy Attachments

- Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Scheduled Limit Of Liability RSG 94060 0515

Premium Amount

Premium:	\$61,250.00
Terrorism Premium:	\$61,250.00
Gross Premium:	\$122,500.00
Minimum Earned Premium:	25.00%

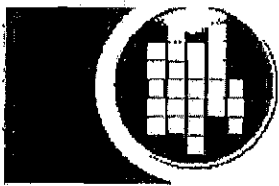
Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Any non-concurrence of terms (defined as premium differences, different exclusionary language, different deductibles, or different limits/sublimits) with co-participants on this layer is subject to the approval of RSUI.

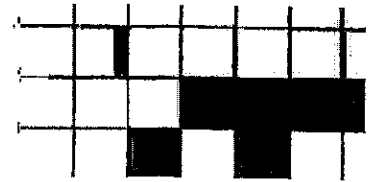
This Quote is valid until 04/29/2017.

We greatly appreciate your business.





Risk Insurance Brokers



Quote

April 4, 2017
Edward Kim
Crump Insurance Services
Re: City of Idaho Falls
Expiring Policy Number(s): XHO 8002012 01 ICW

We are pleased to offer this quote for coverage with Insurance Company of the West, A LICENSED,
ADMITTED CARRIER

Please review carefully. Coverages, terms and conditions offered herein may be different than those requested in your submission. This quote does not indicate all exclusions, terms, and conditions contained in the policy. It highlights only certain aspects of the coverage being quoted. This quote is valid until April 29, 2017.

Policy Period Annual

**Location(s)
Covered**

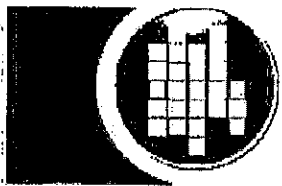
- 1, OLD LOWER DAM, Idaho Falls, ID 83402
- 1, UPPER DAM, Idaho Falls, ID 83402
- 1, CENTRAL DAM, Idaho Falls, ID 83402
- 1, GEM STATE, Idaho Falls, ID 83402
- 1, LOWER DAM, Idaho Falls, ID 83402

Limits The total Limit of Insurance for this excess policy is:

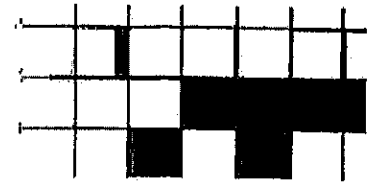
1. \$10,000,000 part of \$50,000,000 (being 20.00%) per occurrence excess of \$50,000,000 per occurrence, excess of underlying deductibles.
2. \$10,000,000 part of \$50,000,000 (being 20.00%) per policy period as respects earthquake, excess of \$50,000,000 per policy period as respects earthquake, excess of underlying deductibles.
3. \$10,000,000 part of \$50,000,000 (being 20.00%) per policy period as respects flood, excess of \$50,000,000 per policy period as respects flood, excess of underlying deductibles.
4. \$10,000,000 part of \$50,000,000 (being 20.00%) per policy period as respects all other perils, excess of \$50,000,000 per policy period as respects all other perils, excess of underlying deductibles.

Notwithstanding anything to the contrary contained in this policy, in no event will our liability exceed this limit in any one "loss occurrence", regardless of the number of coverages or locations involved and regardless of any additional coverages provided under this policy.





Risk Insurance Brokers



Quote

City of Idaho Falls

Subject always to the Limits of Insurance shown above, we will only be liable with respect to any one "loss occurrence", for an amount not exceeding our proportion of the excess over and above a net loss per occurrence of \$50,000,000 primary and or underlying insurance which in turn is excess over underlying deductibles.

Coverage	Building, Contents, Time Element, Extended Period of Indemnity (30 Days)
Causes of Loss	DIC including EQ/Flood (Flood is excluded for locations located in Federal Flood Zones prefixed "A" and/or prefixed "V" and/or prefixed "B" and/or any 100 year and/or any 500 year Flood Plain area.)
Valuation	100% Replacement Cost (RC) Time Element: Actual Loss Sustained
Minimum Underlying Deductibles	<u>Earthquake:</u> \$250,000 per occurrence <u>Flood:</u> 3.00% of the total values at risk at the time of loss per unit, subject to \$50,000 minimum per occurrence. <u>All Other Perils:</u> \$25,000 per occurrence.
Premium	\$15,130 Based on TIV of \$231,226,196 \$5,861 Additional Premium for Certified Acts of Terrorism as provided by the Terrorism Risk Insurance Program Reauthorization Act as amended, excluding nuclear, biological and chemical terrorism. TRIPRA Disclosure is attached. Please forward to applicant.
Minimum Retained Premium	25%



Premium Summary

Named Insured: City of Idaho Falls
Effective Date: April 29, 2017

Coverage	Expiring Premium	Renewal Premium
Property	\$ 206,065.00	\$ 199,717.00
Excess \$10,000,000 part of \$20,000,000(Aspen)	\$ 24,928.75	\$ 25,239.90
Excess \$10,000,000 part of \$20,000,000(Essex)	\$ 24,928.75	\$ 25,245.00
Excess \$40,000,000 part of \$50,000,000(Landmark)	\$ 61,707.31	\$ 62,475.00
Excess \$10,000,000 part of \$50,000,000(Ins Co of the West)	\$ 15,160.00	\$ 15,130.00
Broker Fee	\$ 510.00	\$ 510.00
Your insurance program, when written as proposed in this presentation, develops an estimated annual premium of	\$ 333,299.81	\$ 328,316.90

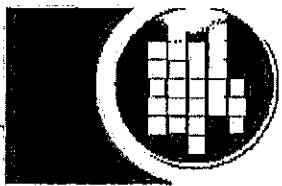
Total Insured Value 2016 - \$228,931,447

Total Insured Value 2017 - \$231,226,196

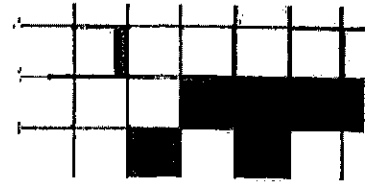
Terrorism Premium - 6,495
(Starr Technical
Risks Agency
(Page 5)

\$ 334,811.90

Payment Terms Available: Agency Bill, Annual Payment



Risk Insurance Brokers



Quote

City of Idaho Falls

The following terms and conditions apply to all options presented in this quote.

Forms

Difference in Conditions Coverage UND 1211
Excess Limit of Insurance and Participation Clause UND 1410
Limited Coverage - Flood UND 1205
Business Income (and Extra Expense) UND 1206
Underlying Deductible Warranty UND 1432
Exhaustion of Underlying Aggregate Limits - Scheduled Locations and Named Causes of Loss Only UND 1412
State Changes

Conditions

Warrant all risk underlying policy.
Warrant no soft story/tuck-under parking.
Mid-term cancellations requested by the insured will be calculated with short-rate penalty.
Warrant no prior losses to covered perils in last 5 years, unless previously reported.
New locations added or existing locations deleted mid-term will be subject to risk modeling and additional or returned premium will be calculated per the modeling results, not necessarily the account rate.
Quote cannot be bound without underwriter's consent.
TRIPRA coverage will remain excluded until premium is received by The Company.
If TRIPRA coverage is requested by this insured for properties and causes of loss covered by this policy, this insured must also purchase TRIPRA coverage on the All Risk policy covering the same properties.





Marketing Summary

Named Insured: City of Idaho Falls

Carrier

Liberty International Underwriters

Results

Quoted \$245,760 + surplus lines taxes/fees

BEST'S FINANCIAL STRENGTH RATING GUIDE			
A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.			
Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".			
FSR Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMB.		
Rating Disclosure: Use and Limitations			
A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Company Inc. (AMB) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMB.			
BCRs are distributed via the AMB website at www.ambest.com . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMB website. BCRs are proprietary and may not be reproduced without permission.			
Copyright © 2015 by A.M. Best Company, Inc.			Version 061515



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Craig H. Davis, Airport Director

DATE: April 27, 2017

RE: Consent Agenda - Notice of Award, Construction & Management Contracts and limited
Notice to Proceed Twy A, C and Ry 2/20 Rehabilitation Project - FAA Project # AIP 43

As discussed at the April 24, 2017 City Council Work Session, attached for your consideration are four documents between the City of Idaho Falls and the below noted entities relative to the Airport Taxiway A, C and Runway 2/20 Rehabilitation Project:

- Notice of Award – DePatco, Inc. 2017 work/Schedule B: \$3,756,193.45
- Construction Agreement – DePatco, Inc.
- *Limited* Notice to Proceed – DePatco, Inc. 2017 work/Schedule B: \$1,000,000.00
- Construction Management Work Order – T-O Engineers

City Attorney has reviewed said documents.

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

NOTICE OF AWARD

Date of Issuance:

Owner: City of Idaho Falls, Idaho Owner's Contract No.: FAA/AIP No. 3-16-0018-043
Engineer: T-O Engineers Engineer's Project No.: 150215
Project: Idaho Falls Regional Airport Contract Name: Runway 2-20 Pavement Maintenance,
Rehabilitate Taxiway A, Rehabilitate Taxiway C

Bidder: DePatco, Inc.

Bidder's Address: 497 N. Capital Street Suite 210

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 29, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Idaho Falls Regional Airport Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C; Bid Schedule B Taxiway A South Rehabilitation.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$3,756,193.45

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

5 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

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

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. This award is subject to the availability of Federal Aviation Administration, Airport Improvement Program Funds, the receipt, and the acceptance of grant offer(s) required to finance this project.
 - c. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.
 - d. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on May 22, 2017.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Idaho Falls, Idaho

Authorized Signature

By: _____

Title: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Idaho Falls, Idaho ("Owner") and
DePatco, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C
Idaho Falls Regional Airport
Idaho Falls, Idaho
FAA/AIP Project No. 3-16-0018-043

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by T-O ENGINEERS, 2471 S. Titanium Place, Meridian, Idaho 83642-6703.
- 3.02 The Owner has retained T-O ENGINEERS ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

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

- 4.02 *Contract Times: Days*

A. The Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions in accordance with following:

<u>Phase</u>	<u>Substantial Completion</u>	<u>Final Completion</u>	<u>Liquidated Damages per Calendar Day</u>
1A	25 Calendar Days	30 Calendar Days	\$5,000
1B	45 Calendar Days	50 Calendar Days	\$5,000
1	45 Calendar Days	50 Calendar Days	\$5,000
2A	17 Calendar Days	22 Calendar Days	\$5,000
2B	39 Calendar Days	44 Calendar Days	\$5,000
2	39 Calendar Days	44 Calendar Days	\$5,000
3	10 Calendar Days	12 Calendar Day	\$5,000
4	39 Calendar Days	44 Calendar Days	\$5,000
5	19 Calendar Days	24 Calendar Day	\$5,000
6A	12 Calendar Days	14 Calendar Day	\$5,000
6B	5 Calendar Days	6 Calendar Day	\$20,000
6C	4 Calendar Days	5 Calendar Day	\$20,000
6	20 Calendar Days	25 Calendar Day	\$5,000
7	8 Calendar Days	10 Calendar Day	\$5,000
8	Not Applicable	3 Calendar Days	\$5,000
8A	Not Applicable	1 Calendar Day	\$20,000

The days indicated are the number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount(s) specified in Paragraph 4.02 for each phase for each day that expires after the time specified in Paragraph 4.02 for Final Completion of each phase until each phase of the Work is complete.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 26th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed.
 - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and in accordance with Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 1, Section 90 - Measurement and Payment.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 and Specification Section 007000 Federal Aviation Administration General Provisions and Contract Provisions, Part 1.

6.04 *Payments to Subcontractors*

- A. 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.
- B. The Contractor agrees to maintain records and documents of payments to DBEs for three years following the performance of this Agreement. These records will be made available for inspection upon request by any authorized representative of the Owner or DOT. This reporting requirement also extends to any certified DBE subcontractor.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

- K. 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.
- L. 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.
- M. 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

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond.
 3. Payment bond.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as bearing the title:
Idaho Falls Regional Airport Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C, dated March 2017, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated March 2017, thereof, copy of Table of Contents attached as Exhibit 1.
 7. Drawings (not attached but incorporated by reference) bearing the title: **Idaho Falls Regional Airport Runway 2-20 Pavement Maintenance, Rehabilitate Taxiways A and C**, dated, March 2017 consisting of sheets numbered 1 through 91, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2.
 8. Addenda Number 1, dated, March 23, 2017 consisting of sheets numbered 1 through 63, inclusive.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as Exhibit 3.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
11. Contract Prevailing Wage Rates included in the Construction Documents, dated ID170093 2/17/2017.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. 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:
 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;
 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
 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.
- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.
- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- E. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Idaho Falls, Idaho

DePatco, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O Box 50220

497 N. Capital Street Suite 210

Idaho Falls, ID 83405

Idaho Falls, ID 83402

Exhibit 1
IDAHO FALLS REGIONAL AIRPORT
IDAHO FALLS, IDAHO

Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C
FAA/AIP Project No. 3-16-0018-043
March 2017

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

**Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C
FAA/AIP Project No. 3-16-0018-043
March 2017**

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

**Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C
FAA/AIP Project No. 3-16-0018-043
March 2017**

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SHEET LIST TABLE		
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70	ELECTRICAL DEMO PLAN	
71	ELECTRICAL DEMO PLAN	
72	ELECTRICAL DEMO PLAN	
73	ELECTRICAL DEMO PLAN	
74	ELECTRICAL DEMO PLAN	
75	ELECTRICAL PLAN	
76	ELECTRICAL PLAN	
77	ELECTRICAL PLAN	
78	ELECTRICAL PLAN	
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Exhibit 3

Name of Bidder: DePatco, Inc.
Address: 497 N. Capital Street
Suite 210, Idaho Falls, ID 83402

IDAHO FALLS REGIONAL AIRPORT IDAHO FALLS, IDAHO



BID DOCUMENTS FOR

**RUNWAY 2-20 PAVEMENT MAINTENANCE
REHABILITATE TAXIWAY A
REHABILITATE TAXIWAY C**

FAA/AIP PROJECT NO. 3-16-0018-043

March 2017



T-O ENGINEERS

2471 S. Titanium Place
Meridian, Idaho 83642-6703

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



BID DOCUMENTS FOR

**RUNWAY 2-20 PAVEMENT MAINTENANCE
REHABILITATE TAXIWAY A
REHABILITATE TAXIWAY C**

FAA/AIP PROJECT NO. 3-16-0018-043

March 2017



2471 S. Titanium Place
Meridian, Idaho 83642-6703

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

II. BID PROPOSAL

004100	Bid Form (C-410)
004300	Bid Bond
004500	Additional Bid Forms Exhibits I through VI
004505	Bidders List

BID FORM

PROJECT IDENTIFICATION

**IDAHO FALLS REGIONAL AIRPORT
Fiscal Year 2016 Airport Improvements**

CONTRACT IDENTIFICATION

FAA/AIP Project No. 3-16-0018-043

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to Owner: **CITY OF IDAHO FALLS, IDAHO
308 CONSTITUTION WAY
POST OFFICE BOX 50220
IDAHO FALLS, IDAHO 83405**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>3/23/2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The Bidder currently possesses or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to execution of the contract.
- L. All Subcontractors currently possess or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to commencing work on the project.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 BIDDER will complete the Work per the prices established in the attached Bid Schedule(s):

BID SCHEDULE SUMMARY

Title	Description	Total Price
Bid Schedule A	Runway 2-20 Pavement Maintenance	\$ <u>354,762.⁰⁰</u>
Bid Schedule B	Taxiway A South Rehabilitation	\$ <u>3,756,193.⁹⁵</u>
Bid Schedule C	Taxiway A North and Taxiway C Rehabilitation	\$ <u>3,653,405.²⁰</u>

Total Bid Price All Schedules

Seven Million, seven hundred sixty four thousand, three hundred eighty dollars, sixty five cents \$ 7,764,380.⁶⁵

Bidder acknowledges that (1) each bid unit price includes an amount considered by bidder to be adequate to cover contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the contract documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of a cashier's check, or certified check, or a Bid bond; ✓

- B. Bid Schedule A; ✓
- C. Bid Schedule B; ✓
- D. Bid Schedule C; ✓
- E. Supplemental Equipment Rate Schedule ✓
- F. Identification of Subcontractors and Suppliers required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I; ✓
- G. "Non-Collusion Affidavit", Exhibit II; ✓
- H. "Joint Venture Statement", Exhibit III (if applicable); NA
- I. "Disadvantaged Business Enterprise Utilization", Exhibit IV; ✓
- J. "Letter(s) of Intent", Exhibit V; ✓
- K. "Certificate of Buy American Compliance for Manufactured Products", Exhibit VI; ✓
- L. Bidder's Idaho Public Works Contractors License No. PWC-L-10937-U-1-2-3; or a written covenant to obtain such license prior to execution of the contract.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

DePatco, Inc.

By:

[Signature]

[Signature] Treas

[Printed name]

Daniel Stoddard

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature] Tammi Sosalla

[Printed name]

Tammi Sosalla

Title:

Secretary

Submittal Date:

3/29/2017

Address for giving notices:

497 N. Capital St. Suite 210
Idaho Falls, ID 83402

Telephone Number:

208.458.4000

Fax Number:

208.458.4143

Contact Name and e-mail address:

Steve Giles

steveg@depotco.com

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IDAHO FALLS REGIONAL AIRPORT
3-16-0018-043
BID SCHEDULE A REVISED 3-23-2017
RUNWAY 2-20 PAVEMENT MAINTENANCE

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization @ <u>Forty six thousand, five hundred dollars</u>	L.S.	1	<u>\$46,500⁰⁰</u>	<u>\$46,500⁰⁰</u>
2.	Safety Compliance @ <u>Seven thousand dollars</u>	L.S.	1	<u>7,000⁰⁰</u>	<u>7,000⁰⁰</u>
3.	Contractor Surveys @ <u>Thirty thousand dollars</u>	L.S.	1	<u>30,000⁰⁰</u>	<u>30,000⁰⁰</u>
4.	Crack Sealing @ <u>Two dollars, forty cents</u>	L.F.	3,500	<u>2.⁴⁰</u>	<u>8,400⁰⁰</u>
5.	Rubber Removal @ <u>One dollar, seventy cents</u>	S.Y.	16,000	<u>1.⁷⁰</u>	<u>27,200⁰⁰</u>
6.	Asphalt Surface Treatment (P-608) @ <u>One dollar, five cents</u>	S.Y.	165,000	<u>1.05</u>	<u>173,250⁰⁰</u>
7.	Pavement Marking Removal @ <u>One dollar, twenty cents</u>	S.F.	2,250	<u>1.²⁰</u>	<u>2,700⁰⁰</u>
8.	Pavement Markings (P-620)				
	A) Temporary White Paint with Glass Beads @ <u>Forty cents</u>	S.F.	72,065	<u>0.⁴⁰</u>	<u>28,826⁰⁰</u>
	B) Permanent White Paint with Glass Beads @ <u>Forty cents</u>	S.F.	72,065	<u>0.⁴⁰</u>	<u>28,826⁰⁰</u>
	C) Temporary Yellow Paint with Glass Beads @ <u>Forty cents</u>	S.F.	2,600	<u>0.⁴⁰</u>	<u>1,040⁰⁰</u>
	D) Permanent Yellow Paint with Glass Beads @ <u>Forty cents</u>	S.F.	2,600	<u>0.⁴⁰</u>	<u>1,040⁰⁰</u>
TOTAL BID SCHEDULE A					<u>\$354,782⁰⁰</u>

IDAHO FALLS REGIONAL AIRPORT
3-16-0018-043
BID SCHEDULE B **REVISED 3-23-2017**
TAXIWAY A SOUTH REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization <i>@ One hundred eighty seven thousand five hundred dollars</i>	L.S.	1	<i>\$187,500⁰⁰</i>	<i>\$187,500⁰⁰</i>
2.	Safety Compliance <i>@ Seven thousand dollars</i>	L.S.	1	<i>7,000⁰⁰</i>	<i>7,000⁰⁰</i>
3.	Contractor Quality Control <i>@ One hundred thirty thousand dollars</i>	L.S.	1	<i>130,000⁰⁰</i>	<i>130,000⁰⁰</i>
4.	Contractor Surveys <i>@ Two hundred five thousand dollars</i>	L.S.	1	<i>205,000⁰⁰</i>	<i>205,000⁰⁰</i>
5.	Dust Control <i>@ thirty four thousand dollars</i>	L.S.	1	<i>34,000⁰⁰</i>	<i>34,000⁰⁰</i>
6.	Stormwater Pollution, Soil Erosion, and Siltation Control				
A)	SWPPP Implementation <i>@ Two thousand five hundred dollars</i>	L.S.	1	<i>2,500⁰⁰</i>	<i>2,500⁰⁰</i>
B)	Stabilized Construction Entrance <i>@ Two thousand five hundred dollars</i>	EA.	2	<i>2,500⁰⁰</i>	<i>5,000⁰⁰</i>
C)	Concrete Truck Washout Pit <i>@ Three hundred fifty dollars</i>	EA.	1	<i>350⁰⁰</i>	<i>350⁰⁰</i>
D)	Fiber Wattle <i>@ Four dollars</i>	L.F.	800	<i>4⁰⁰</i>	<i>3,200⁰⁰</i>
E)	Erosion Control Blanket <i>@ two dollars, sixty five cents</i>	S.Y.	8,500	<i>2⁶⁵</i>	<i>22,525⁰⁰</i>
7.	Saw Cut Asphalt Pavement <i>@ Three dollars</i>	L.F.	1,530	<i>3⁰⁰</i>	<i>4,590⁰⁰</i>
8.	Full-Depth Removal of Asphalt Pavement by Rotomilling <i>@ Seven dollars</i>	S.Y.	32,753	<i>7⁰⁰</i>	<i>229,271⁰⁰</i>
9.	Variable-Depth Removal of Asphalt Pavement by Rotomilling <i>@ Three dollars</i>	S.Y.	13,266	<i>3⁰⁰</i>	<i>39,798⁰⁰</i>
10.	Rotomillings Disposal				
A)	Unimproved Areas <i>@ Three dollars sixty cents</i>	S.Y.	10,000	<i>3⁶⁰</i>	<i>36,000⁰⁰</i>
B)	Improved Areas <i>@ Four dollars forty cents</i>	S.Y.	10,000	<i>4²⁰</i>	<i>42,000⁰⁰</i>
11.	Remove and Dispose of Existing 8-Inch to 24-Inch RCP Flared End Section <i>@ Seven hundred eighty dollars</i>	EA.	2	<i>780⁰⁰</i>	<i>1,560⁰⁰</i>
12.	Excavation and Embankment (P-152)				
A)	Unclassified Excavation, On-Site Disposal <i>@ six dollars forty cents</i>	C.Y.	22,667	<i>6⁴⁰</i>	<i>145,168⁸⁰</i>
B)	Embankment In Place from Unclassified Excavation <i>@ five dollars forty cents</i>	C.Y.	13,523	<i>5⁴⁰</i>	<i>73,124²⁰</i>
C)	Unsuitable Overdepth Excavation - Remove and Replace <i>@ twenty seven dollars forty cents</i>	C.Y.	1,500	<i>27⁵⁰</i>	<i>41,250⁰⁰</i>
D)	Rock Excavation, Off-Site Disposal <i>@ sixty dollars</i>	C.Y.	965	<i>60⁰⁰</i>	<i>57,900⁰⁰</i>
13.	Soil Stabilization Geotextile Fabric <i>@ five dollars</i>	S.Y.	3,380	<i>2⁰⁰</i>	<i>6,760⁰⁰</i>

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TAXIWAY A SOUTH REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
14.	Subbase Course (P-154) @ <i>fourteen dollars</i>	C.Y.	13,934	<i>\$14⁰⁰</i>	<i>\$195,076⁰⁰</i>
15.	Crushed Aggregate Base Course (P-209) @ <i>thirty two dollars</i>	C.Y.	5,574	<i>32⁰⁰</i>	<i>178,368⁰⁰</i>
16.	Hot Mix Asphalt Pavement (P-401) @ <i>fifty nine dollars</i>	Ton	21,180	<i>59⁰⁰</i>	<i>1,249,620⁰⁰</i>
17.	Bituminous Tack Coat (P-603) @ <i>three dollars</i>	Gal.	5,000	<i>3⁰⁰</i>	<i>15,000⁰⁰</i>
18.	Unpaved Shoulder Surfacing (Rotomillings) @ <i>five dollars, fifty cents</i>	S.Y.	23,255	<i>5.50</i>	<i>127,902.50</i>
19.	Herbicide Application @ <i>Twenty Five Cents</i>	S.Y.	23,255	<i>0.25</i>	<i>5,813.75</i>
20.	Wide Crack Repair @ <i>four dollars, fifty cents</i>	L.F.	1,000	<i>4.50</i>	<i>4,500⁰⁰</i>
21.	Crack Sealing @ <i>two dollars, forty cents</i>	L.F.	2,000	<i>2.40</i>	<i>4,800⁰⁰</i>
22.	Topsoiling (T-905) - Salvage and Replace @ <i>nine thousand dollars</i>	Acre	10	<i>9,000⁰⁰</i>	<i>90,000⁰⁰</i>
23.	Seeding (T-901) @ <i>one thousand dollars</i>	Acre	12	<i>1,000⁰⁰</i>	<i>12,000⁰⁰</i>
24.	Install Drain Inlet with Heavy Duty Grate, Type B (D-751) @ <i>nine thousand dollars</i>	EA.	4	<i>5,000⁰⁰</i>	<i>20,000⁰⁰</i>
25.	Install 6-Inch HDPE Corrugated Type SP Perforated Underdrain (D-705) @ <i>twenty eight dollars</i>	L.F.	10,148	<i>28⁰⁰</i>	<i>284,144⁰⁰</i>
26.	Install Edge Drain Outlet Structure @ <i>two thousand, three hundred dollars</i>	EA.	3	<i>2,300⁰⁰</i>	<i>6,900⁰⁰</i>
27.	Install Pipe (D-701)				
	A) 15-Inch Class V RCP @ <i>fifty dollars</i>	L.F.	460	<i>50⁰⁰</i>	<i>23,000⁰⁰</i>
	B) 18-Inch Class V RCP @ <i>fifty eight dollars</i>	L.F.	316	<i>58⁰⁰</i>	<i>18,328⁰⁰</i>
	C) 24-Inch Class V RCP @ <i>sixty four dollars</i>	L.F.	265	<i>74⁰⁰</i>	<i>19,610⁰⁰</i>
	D) 6-inch HDPE Corrugated Type S Drainage Outlet @ <i>twenty eight dollars</i>	L.F.	809	<i>28⁰⁰</i>	<i>22,652⁰⁰</i>
	E) Rebed and Backfill Existing 12-Inch RCP @ <i>fifty dollars</i>	L.F.	215	<i>50⁰⁰</i>	<i>10,750⁰⁰</i>
	F) 18-Inch 16 Gauge CMP @ <i>ninety dollars</i>	L.F.	54	<i>90⁰⁰</i>	<i>4,860⁰⁰</i>
	G) 18-Inch CMP Pipe Apron @ <i>two hundred fifty dollars</i>	EA.	1	<i>250⁰⁰</i>	<i>250⁰⁰</i>
28.	Place Riprap @ <i>fourty dollars</i>	S.Y.	45	<i>40⁰⁰</i>	<i>1,800⁰⁰</i>

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TAXIWAY A SOUTH REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
29.	Electrical Demolition @ <i>fifteen thousand dollars</i>	L.S.	1	<i>\$13,000⁰⁰</i>	<i>\$13,000⁰⁰</i>
30.	Maintain Airfield Lighting System @ <i>eleven thousand dollars</i>	L.S.	1	<i>11,000⁰⁰</i>	<i>11,000⁰⁰</i>
31.	Junction Can				
	A) Install Junction Can (L-868B) with 3/8-Inch Lid, 24-Inches Deep @ <i>nine hundred dollars</i>	EA.	3	<i>900⁰⁰</i>	<i>2,700⁰⁰</i>
	B) Install Junction Can (L-867E) with 1/2-Inch Lid, 36-Inches Deep @ <i>one thousand dollars</i>	EA.	8	<i>1,000⁰⁰</i>	<i>8,000⁰⁰</i>
	C) Adjust (Lower) Existing Junction Can @ <i>seven hundred dollars</i>	EA.	3	<i>700⁰⁰</i>	<i>2,100⁰⁰</i>
	D) Adjust Existing Junction Can with Extension @ <i>two hundred dollars</i>	EA.	1	<i>200⁰⁰</i>	<i>200⁰⁰</i>
32.	Edge Light				
	A) Adjust (Lower) Existing Light Base @ <i>eight hundred fifty dollars</i>	EA.	29	<i>850⁰⁰</i>	<i>24,650⁰⁰</i>
	B) Adjust Existing Light Base with Spacer Ring @ <i>one hundred eighty dollars</i>	EA.	22	<i>180⁰⁰</i>	<i>3,960⁰⁰</i>
	C) Adjust Existing Light Base with Extension @ <i>two hundred ten dollars</i>	EA.	21	<i>210⁰⁰</i>	<i>4,410⁰⁰</i>
33.	Lighted Airfield Guidance Signs (L-858)				
	A) Install New Size 2, Style 2, 2-Module, Double-Sided LED Sign on New Sign Pad @ <i>seven hundred two hundred dollars</i>	EA.	3	<i>7,200⁰⁰</i>	<i>21,600⁰⁰</i>
	B) Install Existing Size 2, 2-Module Sign on New Sign Pad @ <i>three thousand dollars</i>	EA.	4	<i>3,000⁰⁰</i>	<i>12,000⁰⁰</i>
	C) Install Existing Size 2, 4-Module Sign on New Sign Pad @ <i>three thousand six hundred dollars</i>	EA.	1	<i>3,600⁰⁰</i>	<i>3,600⁰⁰</i>

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TAXIWAY A SOUTH REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
34.	Install Electrical Duct (L-110)				
	A) 2-inch PVC or HDPE, 1-Way Direct Earth Burial @ <u>Fourteen dollars fifty cents</u>	L.F.	50	<u>\$14.50</u>	<u>\$725.00</u>
	B) 2-inch PVC or HDPE, 2-Way Concrete Encased @ <u>Forty eight dollars</u>	L.F.	320	<u>48.00</u>	<u>15,360.00</u>
	C) Lower Existing 2-inch, 1-Way Direct Earth Burial Conduit @ <u>Fourteen dollars</u>	L.F.	650	<u>14.00</u>	<u>9,100.00</u>
35.	Install Electrical Cable (L-108)				
	A) #8, 5kV Lighting Cable @ <u>two dollars forty cent</u>	L.F.	825	<u>2.40</u>	<u>1,980.00</u>
	B) #6 Counterpoise @ <u>two dollars, seventy cents</u>	L.F.	10,500	<u>2.70</u>	<u>28,350.00</u>
36.	Install 20 Ft. Double-Leaf Chain Link Gate				
	A) Install 20 Ft. Double-Leaf Chain Link Gate @ <u>Five thousand, two hundred dollars</u>	EA.	1	<u>5,200.00</u>	<u>5,200.00</u>
	B) Install 20 Ft. Double-Leaf Chain Link Gate and Remove at End of Project @ <u>Seven thousand dollars</u>	EA.	1	<u>7,000.00</u>	<u>7,000.00</u>
37.	Pavement Markings (P-620)				
	A) Temporary Yellow Paint with Glass Beads @ <u>Forty cents</u>	S.F.	21,750	<u>0.40</u>	<u>8,700.00</u>
	B) Temporary Black Paint without Glass Beads @ <u>Sixty cents</u>	S.F.	2,300	<u>0.60</u>	<u>1,380.00</u>
	C) Temporary Surface Painted Hold Signs with Glass Beads @ <u>Three dollars, sixty cents</u>	S.F.	302	<u>3.60</u>	<u>1,087.20</u>
	D) Temporary VOR Marking @ <u>Four hundred twenty dollars</u>	EA.	1	<u>420.00</u>	<u>420.00</u>
TOTAL BID SCHEDULE B					<u>\$3,756,193.45</u>

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TAXIWAY A NORTH AND TAXIWAY C REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Mobilization @ One hundred ninety thousand dollars	L.S.	1	\$190,000 ⁰⁰	\$190,000 ⁰⁰
2.	Safety Compliance @ Seven thousand dollars	L.S.	1	7,000 ⁰⁰	7,000 ⁰⁰
3.	Contractor Quality Control @ One hundred five thousand dollars	L.S.	1	105,000 ⁰⁰	105,000 ⁰⁰
4.	Contractor Surveys @ One hundred fifteen thousand dollars	L.S.	1	115,000 ⁰⁰	115,000 ⁰⁰
5.	Dust Control @ Thirty three thousand seven hundred dollars	L.S.	1	33,700 ⁰⁰	33,700 ⁰⁰
6.	Stormwater Pollution, Soil Erosion, and Siltation Control				
	A) SWPPP Implementation @ Two thousand four hundred dollars	L.S.	1	2,400 ⁰⁰	2,400 ⁰⁰
	B) Concrete Truck Washout Pit @ Three hundred fifty dollars	EA.	1	350 ⁰⁰	350 ⁰⁰
	C) Fiber Wattle @ Four dollars	L.F.	400	4. ⁰⁰	1,600 ⁰⁰
7.	Saw Cut Asphalt Pavement @ Three dollars	L.F.	3,362	3. ⁰⁰	10,086. ⁰⁰
8.	Full-Depth Removal of Asphalt Pavement by Rotomilling @ Seven dollars	S.Y.	31,704	7 ⁰⁰	221,928. ⁰⁰
9.	Variable-Depth Removal of Asphalt Pavement by Rotomilling @ Three dollars	S.Y.	10,926	3 ⁰⁰	32,778. ⁰⁰
10.	Remove and Dispose of Existing Drain Inlet @ Three hundred fifty dollars	EA.	7	350 ⁰⁰	2,450 ⁰⁰
11.	Remove and Dispose of Existing Trench Drain @ Two thousand five hundred dollars	L.S.	1	2,500 ⁰⁰	2,500 ⁰⁰
12.	Remove and Dispose of Existing Edge Drain @ Eight dollars	L.F.	2,135	8 ⁰⁰	17,080 ⁰⁰
13.	Remove and Dispose of Existing Pipe				
	A) 8-Inch to 12-Inch RCP @ Nine dollars	L.F.	2,263	9 ⁰⁰	20,367. ⁰⁰
14.	Excavation and Embankment (P-152)				
	A) Unclassified Excavation, On-Site Disposal @ Six dollars, forty cents	C.Y.	16,247	60. ⁴⁰	103,980. ⁸⁰
	B) Embankment In Place from Unclassified Excavation @ Six dollars, eighty cents	C.Y.	1,358	60. ⁸⁰	9,234. ⁴⁰
	C) Unsuitable Overdepth Excavation - Remove and Replace @ Twenty seven dollars, fifty cents	C.Y.	1,500	27. ⁵⁰	41,250 ⁰⁰
	D) Rock Excavation, Off-Site Disposal @ Sixty dollars	C.Y.	1,200	60. ⁰⁰	72,000 ⁰⁰

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TAXIWAY A NORTH AND TAXIWAY C REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
15.	Soil Stabilization Geotextile Fabric @ <i>One dollar, ninety cents</i>	S.Y.	2,900	<i>\$ 1.90</i>	<i>\$ 5,510.00</i>
16.	Subbase Course (P-154) @ <i>fourteen dollars</i>	C.Y.	12,740	<i>14.00</i>	<i>178,360.00</i>
17.	Crushed Aggregate Base Course (P-209) @ <i>thirty two dollars</i>	C.Y.	5,096	<i>32.00</i>	<i>163,072.00</i>
18.	Hot Mix Asphalt Pavement (P-401) @ <i>fifty nine dollars</i>	Ton	19,250	<i>59.00</i>	<i>1,135,750.00</i>
19.	Bituminous Tack Coat (P-603) @ <i>three dollars</i>	Gal.	4,550	<i>3.00</i>	<i>13,650.00</i>
20.	Asphalt Surface Treatment (P-608) @ <i>One dollar</i>	S.Y.	11,000	<i>1.00</i>	<i>11,000.00</i>
21.	Unpaved Shoulder Surfacing (Rotomillings) @ <i>five dollars, thirty cents</i>	S.Y.	17,775	<i>5.30</i>	<i>94,207.50</i>
22.	Herbicide Application @ <i>forty five cents</i>	S.Y.	17,775	<i>0.25</i>	<i>4,443.75</i>
23.	Paved Trench Repair - Shoulder Pavement @ <i>fifty nine dollars</i>	S.Y.	42	<i>59.00</i>	<i>2,478.00</i>
24.	Wide Crack Repair @ <i>five dollars</i>	L.F.	1,400	<i>5.00</i>	<i>7,000.00</i>
25.	Crack Sealing @ <i>two dollars forty cents</i>	L.F.	2,800	<i>2.40</i>	<i>6,720.00</i>
26.	Topsoiling (T-905) - Salvage and Replace @ <i>nine thousand four hundred dollars</i>	Acre	9	<i>9,400.00</i>	<i>84,600.00</i>
27.	Seeding (T-901) @ <i>One thousand dollars</i>	Acre	11	<i>1,000.00</i>	<i>11,000.00</i>
28.	Install Drain Inlet with Heavy Duty Grate, Type B (D-751) @ <i>five thousand, two hundred dollars</i>	EA.	3	<i>5,200.00</i>	<i>15,600.00</i>
29.	Install Dry Well 25 Ft. X 25 Ft. @ <i>twelve thousand, two hundred dollars</i>	EA.	2	<i>12,200.00</i>	<i>24,400.00</i>
30.	Install 6-Inch HDPE Corrugated Type SP Perforated Underdrain (D-705) @ <i>Twenty nine dollars</i>	L.F.	7,673	<i>29.00</i>	<i>222,517.00</i>
31.	Install Pipe (D-701) A) 18-Inch Class V RCP @ <i>fifty eight dollars</i>	L.F.	514	<i>58.00</i>	<i>29,812.00</i>
	B) 6-inch HDPE Corrugated Type S Drainage Outlet @ <i>Twenty nine dollars</i>	L.F.	1,577	<i>29.00</i>	<i>45,733.00</i>
	C) Cap Existing 8-Inch to 18-Inch Pipe @ <i>two hundred, fifty dollars</i>	EA.	2	<i>250.00</i>	<i>500.00</i>

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TAXIWAY A NORTH AND TAXIWAY C REHABILITATION

Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
32.	Electrical Demolition @ <u>Eighteen thousand dollars</u>	L.S.	1	<u>\$18,000⁰⁰</u>	<u>\$18,000⁰⁰</u>
33.	Maintain Airfield Lighting System @ <u>Twelve thousand dollars</u>	L.S.	1	<u>12,000⁰⁰</u>	<u>12,000⁰⁰</u>
34.	Install 24-Inch Diameter Electric Manhole Lid in Existing Frame @ <u>Three thousand dollars</u>	EA.	1	<u>3,000⁰⁰</u>	<u>3,000⁰⁰</u>
35.	Junction Can				
	A) Install Junction Can (L-868B) with 3/8-Inch Lid, 24-Inches Deep @ <u>Nine hundred dollars</u>	EA.	15	<u>900⁰⁰</u>	<u>13,500⁰⁰</u>
	B) Install Junction Can (L-867E) with 1/2-Inch Lid, 24-Inches Deep @ <u>Seven hundred forty five dollars</u>	EA.	2	<u>725⁰⁰</u>	<u>1,450⁰⁰</u>
	C) Install Junction Can (L-867E) with 1/2-Inch Lid, 36-Inches Deep @ <u>One thousand dollars</u>	EA.	12	<u>1,000⁰⁰</u>	<u>12,000⁰⁰</u>
36.	Edge Light				
	A) Install New L-862 Elevated HIRL Runway Edge Light on New L-867 Base @ <u>One thousand dollars</u>	EA.	1	<u>1,000⁰⁰</u>	<u>1,000⁰⁰</u>
	B) Install New L-861T Elevated Taxiway Light on New L-867 Base @ <u>Nine hundred sixty dollars</u>	EA.	11	<u>960⁰⁰</u>	<u>10,560⁰⁰</u>
	C) Install Existing L-861T Elevated Taxiway Light on New L-867 Base @ <u>Seven hundred ninety dollars</u>	EA.	89	<u>790⁰⁰</u>	<u>70,310⁰⁰</u>
	D) Adjust (Lower) Existing Light Base @ <u>Seven hundred forty five dollars</u>	EA.	12	<u>725⁰⁰</u>	<u>8,700⁰⁰</u>
	E) Adjust Existing Light Base with Spacer Ring @ <u>One hundred eighty dollars</u>	EA.	2	<u>180⁰⁰</u>	<u>360⁰⁰</u>

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Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
37.	Lighted Airfield Guidance Signs (L-858)				
	A) Install New Size 2, Style 2, 2-Module, Single-Sided LED Sign on New Sign Pad	EA.	3	\$4,500 ⁰⁰	\$14,400 ⁰⁰
	@ Four thousand five hundred dollars				
	B) Install New Size 2, Style 2, 2-Module, Single-Sided LED Sign on New Sign Pad	EA.	3	4,800 ⁰⁰	14,400 ⁰⁰
	@ Four thousand eight hundred dollars				
	C) Install New Size 2, Style 2, 2-Module, Double-Sided LED Sign on New Sign Pad	EA.	1	5,300 ⁰⁰	5,300 ⁰⁰
	@ Five thousand three hundred dollars				
	D) Install New Size 2, Style 2, 3-Module, Single-Sided LED Sign on New Sign Pad	EA.	3	5,400 ⁰⁰	16,200 ⁰⁰
	@ Five thousand four hundred dollars				
	E) Install New Size 2, Style 2, 3-Module, Double-Sided LED Sign on New Sign Pad	EA.	2	5,800 ⁰⁰	11,600 ⁰⁰
	@ Five thousand eight hundred dollars				
	F) Install New Size 2, Style 2, 3-Module, Double-Sided LED Sign on Existing Sign Pad	EA.	1	3,600 ⁰⁰	3,600 ⁰⁰
	@ Three thousand six hundred dollars				
	G) Install Existing Size 2, 2-Module Sign on New Sign Pad	EA.	5	3,000 ⁰⁰	15,000 ⁰⁰
	@ Three thousand dollars				
	H) Install Existing Size 2, 3-Module Sign on New Sign Pad	EA.	2	3,300 ⁰⁰	6,600 ⁰⁰
	@ Three thousand three hundred dollars				
	I) Relocate Existing Sign Panel	EA.	12	360 ⁰⁰	4,320 ⁰⁰
	@ Three hundred sixty dollars				
	J) Replace Existing Sign Panel	EA.	28	1,400 ⁰⁰	39,200 ⁰⁰
	@ One thousand four hundred dollars				
38.	Unlighted Airfield Guidance Signs				
	A) Relocate Existing Stop Sign	EA.	1	850 ⁰⁰	850 ⁰⁰
	@ Eight hundred fifty dollars				
	B) Install Do Not Proceed Sign on Existing Sign Post	EA.	4	850 ⁰⁰	3,400 ⁰⁰
	@ Eight hundred fifty dollars				
	C) Install Mandatory Sign on Existing Sign Post	EA.	4	850 ⁰⁰	3,400 ⁰⁰
	@ Eight hundred fifty dollars				

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Item No.	Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
39.	Install Electrical Duct (L-110)				
	A) 2-inch PVC or HDPE, 1-Way Direct Earth Burial @ <i>fourteen dollars, fifty cents</i>	L.F.	6,600	<i>\$14.50</i>	<i>\$95,700.00</i>
	C) 2-inch PVC or HDPE, 2-Way Concrete Encased @ <i>fourty eight dollars</i>	L.F.	600	<i>48.00</i>	<i>28,800.00</i>
	D) Lower Existing 2-inch, 1-Way Direct Earth Burial Conduit @ <i>fourteen dollars, fifty cents</i>	L.F.	375	<i>14.50</i>	<i>5,437.50</i>
40.	Install Electrical Cable (L-108)				
	A) #8, 5kV Lighting Cable @ <i>two dollars, forty cents</i>	L.F.	14,500	<i>2.40</i>	<i>34,800.00</i>
	B) #6 Counterpoise @ <i>two dollars, seventy cents</i>	L.F.	8,700	<i>2.70</i>	<i>23,490.00</i>
41.	Pavement Marking Removal @ <i>one dollar, seventy cents</i>	S.F.	21,400	<i>1.20</i>	<i>25,680.00</i>
42.	Pavement Markings (P-620)				
	A) Temporary White Paint with Glass Beads @ <i>fourty cents</i>	S.F.	58,000	<i>0.40</i>	<i>23,200.00</i>
	B) Permanent White Paint with Glass Beads @ <i>fourty five cents</i>	S.F.	55,500	<i>0.45</i>	<i>24,750.00</i>
	C) Temporary Yellow Paint with Glass Beads @ <i>fourty cents</i>	S.F.	29,000	<i>0.40</i>	<i>11,600.00</i>
	D) Temporary Yellow Pavement Marking Tape @ <i>one dollar, twenty cents</i>	S.F.	3,600	<i>1.20</i>	<i>4,320.00</i>
	E) Permanent Yellow Paint with Glass Beads @ <i>fifty cents</i>	S.F.	50,000	<i>0.50</i>	<i>25,000.00</i>
	F) Temporary Black Paint without Glass Beads @ <i>fifty five cents</i>	S.F.	5,055	<i>0.55</i>	<i>2,780.25</i>
	G) Permanent Black Paint without Glass Beads @ <i>sixty cents</i>	S.F.	10,200	<i>0.60</i>	<i>6,120.00</i>
	H) Temporary Surface Painted Hold Signs with Glass Beads @ <i>two dollars</i>	S.F.	1,600	<i>2.00</i>	<i>3,200.00</i>
	I) Permanent Surface Painted Hold Signs with Glass Beads @ <i>two dollars, forty cents</i>	S.F.	1,600	<i>2.40</i>	<i>3,840.00</i>
	J) Permanent VOR Marking @ <i>four hundred eighty dollars</i>	EA.	1	<i>480.00</i>	<i>480.00</i>
TOTAL BID SCHEDULE C					<i>\$3,653,405.20</i>

** Please See Attached **

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

Equipment Operating Rates (with Operator) for Contractor Force Account Work:

	<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1. Dozers		
2. Backhoes		
3. Tractors		
4. Loaders		
5. Scrapers: ___ c.y.		
___ c.y.		
6. Compactors		
7. Trucks: 10 c.y.		
20 c.y.		
___ c.y.		
water		
8. Generator		
9. Paver		
10. Asphalt Milling Equipment		
11. Pulverizer		
12. Motor Grader		
13. Rollers		
14. Compressor		
15. Other		

Form shall be filled in at the time of bid submittal or an itemized rate schedule of the Contractor's equipment may be attached in lieu of completion of the form. Hourly rates for equipment shall include OWNERSHIP, OPERATING COST AND OPERATOR.



Dear Idaho Falls Regional Airport/City of Idaho Falls,

As requested DePatco, Inc. can provide the following equipment (including operator) with their corresponding rates to complete this project.

Skid Loader:	\$105
Mini Excavator:	\$90
3 Yard Loader:	\$120
200 Excavator:	\$145
330 Excavator:	\$165
Backhoe:	\$95
Super Dump Truck:	\$105
Single Dump Truck:	\$85
Side Dump Truck:	\$105
Roller:	\$125
CAT Paver:	\$250
Truck and Pup:	\$105
Motor grader:	\$135
Skip Loader:	\$120
Crew Truck:	\$30
Power Broom:	\$115
Water Truck:	\$95
Transport:	\$115

DePatco, Inc.'s labor rates are as follows:

Forman:	\$55
Superintendent:	\$70
General Laborer:	\$40
Skilled Laborer:	\$45
Truck Driver:	\$45
Lead Operator:	\$55
Operator:	\$50

We appreciate the opportunity at the prospect of working with you and are confident we would do a good job.

Respectfully,
Chad Huntsman

** Please See Attached **

PENAL SUM FORM

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

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

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
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.

BID BOND

BIDDER (Name and Address):

DePatco, Inc.
 497 N. Capital Avenue
 Idaho Falls, ID 83442

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

Fidelity and Deposit Company of Maryland
 1299 Zurich Way
 Schaumburg, IL 60196

OWNER (Name and Address):

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

BID

BID DUE DATE: March 29, 2017

PROJECT (Brief Description Including Location):

Rehabilitate Runway 2-20, Rehabilitate Taxiway A,
 Rehabilitate taxiway C Idaho Falls Regional Airport,
 Idaho Falls, ID FAA/AIP Project No. 3-16-0018-043

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid Due Date): March 29, 2017

PENAL SUM: Five Percent of Amount of 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

DePatco, Inc. (Seal)

Bidder's Name and Corporate Seal

By:  Signature and Title

Attest:  Signature and Title

SURETY

Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By: 

Signature and Title Monica E. Nelson,
 (Attach Power of Attorney) Attorney-in-Fact

~~XXXX~~

 Signature and Title Witness

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.

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.
-

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS A. LITTLEFIELD, 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 **Terry BUCKNER, J. Michele BURRSTON, Randy C. EMERY, Chris LUND, Douglas G. BALL, Bradley K. NIELSON, Vickie NELSON, Monica E. NELSON, Dennis M. GROSS and Andrew RENDON**, all of Salt Lake City, Utah, **EACH** 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 23rd day of June, A.D. 2016.

ATTEST:

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



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

Thomas A. Littlefield

*Vice President
Thomas A. Littlefield*

**State of Maryland
County of Baltimore**

On this 23rd day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS A. LITTLEFIELD, Vice President, and ERIC D. BARNES, 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, 2019**



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**

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Joint Venture Statement, Exhibit III

Disadvantaged Business Enterprise Utilization, Exhibit IV

Letter of Intent, Exhibit V

Certificate of Buy American Compliance for Manufactured Products, Exhibit VI

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

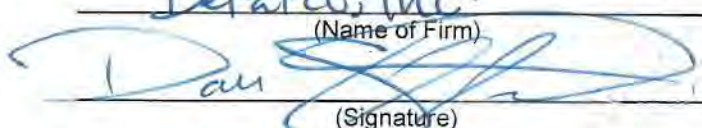
PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work in an amount in excess of one-half (½) of one percent (1%) of the Contractor's total bid; and (b) The portion of the work which will be done by each such subcontractor or provided by each such supplier.

The bidder's attention is directed to the provisions of Idaho Code Section 67-2310 which requires subcontractors who will perform mechanical or electrical work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform mechanical and/or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed.

The Contractor shall not, without written consent of the Engineer, make any substitution, alterations, or additions to the following list of subcontractors or suppliers which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors and Suppliers: (Attach additional sheets if necessary.)

Name and Address	Approximate Amount of Subcontract or Value of Materials	Idaho Public Works Contractor License No.	Type Work To Be Done	DBE: Yes/No
Mountain West Electric	\$526,550 ⁰⁰	PWC-C-1203-0-4 ELE-C-3802	Electrical	No
586 W Hwy 26 Box 1 Blackfoot, ID 83221				
208.684.5463				
3/29/2017 (Date)		DePatco, Inc. (Name of Firm)		
		 (Signature)		
		Treasurer (Title)		

NON-COLLUSION AFFIDAVIT

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

Bidder's Name

DePatco, Inc.

Address

497 N. Capital Street Suite 210, Idaho Falls, ID 83402

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.

3/29/2017

(Date)

(SEAL OF CORPORATION)

DePatco, Inc.

(Firm Name)

[Signature]

(Signature of Responsible Officer)

Treasurer

(Title)

Subscribed and Sworn to before me, this 29 day of March, 2017. My Commission Expires 2-17-23

[Signature]

(Notary Public)

Bonneville County



DePatco, Inc is a corporation

JOINT VENTURE STATEMENT

**PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C**

**AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043**

PROJECT:
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. *MA* _____ () 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: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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 DePatco, Inc.

State Registration No. RCE-7946

By Dan
(Signature)

Danuel Stoddard Treasurer
(Name and Title)

Address 497 N. Capital Street, Suite 210
Idaho Falls, ID 83402

Phone No. 208.458.4000

LETTER OF INTENT

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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

Name of Bidder's Firm: DePato, Inc.
Bidder's Address: 497 N. Capital Street, Suite A210
City: Idaho Falls State: ID Zip: 83402
Name of DBE Firm: Curtis Clean Sweep Inc
Address: P.O. Box 44112
City: Boise State: ID Zip: 83711
Telephone: 343-7600 Area Code: 208

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>
<u>A, B & C</u>	<u>All Striping, Rubber</u>	<u>\$ 214,203</u>
	<u>Removal, & Marking</u>	
	<u>Removal. Mobilization</u>	

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ 214,203.⁰⁰

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

[Signature] Curtis Clean Sweep 3/29/17
Authorized Signature Name of DBE Firm Date

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

Idaho Transportation Department



THIS IS TO CERTIFY THAT

CURTIS CLEAN SWEEP INC

HAS BEEN APPROVED AS A DISADVANTAGED BUSINESS ENTERPRISE
BY THE FEDERAL HIGHWAY ADMINISTRATION DBE PROGRAM, ADMINISTERED IN
THE STATE OF IDAHO BY THE IDAHO TRANSPORTATION DEPARTMENT.

FOR THE CALENDAR YEAR 2015

AUTHORITY 49 CFR 26

IN TESTIMONY WHEREOF, THIS CERTIFICATE HAS BEEN ISSUED THIS DAY OF

MARCH 23, 2015 IN BOISE, IDAHO

Issued by:

ELIZABETH J. HEALAS, DBE Program Coordinator
Office of Civil Rights
Idaho Transportation Department

Carol Hazen

From: Mike Zubizareta
Sent: Wednesday, February 01, 2017 11:10 AM
To: Carol Hazen
Subject: Fwd: ITD: No Change Affidavit Approval

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: Idaho Transportation Department <itd@dbesystem.com>
Date: 2/1/17 11:09 AM (GMT-07:00)
To: Mike Zubizareta <Mike@curtisceansweep.com>
Subject: ITD: No Change Affidavit Approval

Mike Zubizareta
Curtis Clean Sweep, Inc.
PO Box 44112
Boise, ID 83711

Dear Mr. Zubizareta:

Congratulations! We have received and processed your "No Change" Affidavit Form. As a DBE firm, your company will be placed in the Idaho Transportation Department (ITD)'s DBE Directory, which is available on-line at <https://itd.dbesystem.com>. The directory confirms your DBE certification, and the work areas in which you are certified to perform, to other companies and government agencies.

In accordance with regulation 49 CFR Part 26.8(h), a firm's DBE certification will remain in effect indefinitely, provided that a No Change Affidavit is submitted every year to ITD affirming that no changes have occurred to render the firm ineligible to participate in the DBE Program. However, if ITD has reason to conduct a certification review, and upon finding sufficient and compelling reasons that a firm is no longer eligible to participate in the DBE program, it will decertify the firm upon finding noncompliance with DBE regulations.

Your anniversary date for submitting your Annual "No Change" Affidavit is February 15, 2018. You will receive notification to log into your on-line account and submit your No Change Affidavit and other documentation on January 1. Changes in your company's management or ownership structure during the certification period must be reported immediately to ITD.

We are pleased that we continue to include you among our DBE firms. If you have any questions about your DBE certification or need assistance with another related issue, please call the Office of Civil Rights at (208) 334-8567.

Sincerely,

ELIZABETH J. HEALAS
DBE Program Coordinator

Office of Civil Rights
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129
itd@dbesystem.com

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

**PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C**
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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 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.

3/29/2017 _____ Date	 _____ Signature
DePatco, Inc. _____ Company Name	Treasurer _____ Title

BIDDERS LIST INFORMATION

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

- 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: <u>Washington Green Hydroseeding Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>Po Box 3018, Pasco, WA 99302</u>	
Contact Name and Title: <u>Lance Hobson - Manager</u>	
Year Firm Was Established: <u>1995</u>	
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 checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Seeding</u>	

Firm Name: <u>Straight Stripe Painting, Inc.</u>	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>1812 W. Sunset Blvd #1525 St George, UT 84770</u>	
Contact Name and Title: <u>Edwin Brenholt - Dir of Airfield Services</u>	
Year Firm Was Established: <u>2006</u>	
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 checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Striping</u>	

Firm Name: <u>Harper Leavitt Engineering</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>500 Judicial Way, Blackfoot, ID 83221</u>	
Contact Name and Title: <u>Boyle Jolley - Owner</u>	
Year Firm Was Established: <u>1969</u>	
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: <u>Survey</u>	

Firm Name: <u>Northwest Linings & Geotextile Products</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>20824 7th Ave South, Kent, WA 98032</u>	
Contact Name and Title: <u>Rachel Stricker - Sales</u>	
Year Firm Was Established: <u>1973</u>	
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: <u>Geotextiles</u>	

BIDDERS LIST INFORMATION

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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- 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: <u>Wheeler Electric, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>469 W 16th St, Idaho Falls, ID 83403</u>	
Contact Name and Title: <u>Jeff Wheeler - President</u>	
Year Firm Was Established: <u>1962</u>	
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: <u>Electrical</u>	

Firm Name: <u>Mountain West Electric, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>550 West Hwy 26 Box 1, Blackfoot, ID 83221</u>	
Contact Name and Title: <u>Chad Fields - VP</u>	
Year Firm Was Established: <u>1984</u>	
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: <u>Electrical</u>	

Firm Name: <u>Idaho Traffic Safety, Inc.</u>	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>3400 E. Sunnyvale Rd. Armon, ID 83416</u>	
Contact Name and Title: <u>Dave Bracket - Estimator</u>	
Year Firm Was Established: <u>1979</u>	
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: <u>Striping & TC</u>	

Firm Name: <u>Mountain West Hydroseeding</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>PO Box 134, Swan Valley, ID 83449</u>	
Contact Name and Title: <u>Frank McClure - Owner</u>	
Year Firm Was Established: <u>2005</u>	
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 checked="" 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: <u>Seeding</u>	

BIDDERS LIST INFORMATION

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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- 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: <u>Robertson MFG, LLC</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>PO Box 27555, Pocatello, ID</u>	
Contact Name and Title: <u>DeLoe Paul - Sales</u>	
Year Firm Was Established: <u>1994</u>	
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: <u>Precast & RCP</u>	

Firm Name: <u>A Core</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>4452 N. Haroldson Dr, Idaho Falls, ID 83401</u>	
Contact Name and Title: <u>Brad Rodgers - VP</u>	
Year Firm Was Established: <u>1974</u>	
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 checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Sawcutting</u>	

Firm Name: <u>Idaho Asphalt Supply, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>PO Box 941, Blackfoot, ID 83221</u>	
Contact Name and Title: <u>Adam Ekerman - Manager</u>	
Year Firm Was Established: <u>1976</u>	
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: <u>Asphalt Oil & Emulsions</u>	

Firm Name: <u>Road Products, Inc.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>PO Box 11072, Spokane, WA 99211</u>	
Contact Name and Title: <u>Soshia Falletto - Estimator</u>	
Year Firm Was Established: <u>1995</u>	
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 checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Surface Treatment</u>	

BIDDERS LIST INFORMATION

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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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: <u>Green Velvet Reclamation, LLC.</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>PO Box 1443, Idaho Falls, ID 83403</u>	
Contact Name and Title: <u>Tony Graham - Estimator</u>	
Year Firm Was Established: <u>1992</u>	
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 checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: <u>Seeding</u>	

Firm Name: <u>B. Jackson Construction</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>4188 W Mike Drive, West Jordan, UT 84088</u>	
Contact Name and Title: <u>Trent Webb - Estimator</u>	
Year Firm Was Established: <u>1997</u>	
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: <u>Milling</u>	

Firm Name: <u>Ferguson Waterworks</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>6015 W. Overland Drive, Idaho Falls, ID 83402</u>	
Contact Name and Title: <u>Josh Huls - Manager</u>	
Year Firm Was Established: <u>1963</u>	
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: <u>Pipe</u>	

Firm Name: <u>Oldcastle Precast</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>2240 E Yellowstone Hwy, Idaho Falls, ID 83402</u>	
Contact Name and Title: <u>Cory Dietz - Sales</u>	
Year Firm Was Established: <u>1978</u>	
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: <u>Precast & RCP</u>	

BIDDERS LIST INFORMATION

PROJECT: RUNWAY 2-20 PAVEMENT MAINTENANCE, REHABILITATE TAXIWAY A,
REHABILITATE TAXIWAY C
AIRPORT: IDAHO FALLS REGIONAL AIRPORT
FAA/AIP PROJECT NO. 3-16-0018-043

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Firm Name: <u>Curtis Clean Sweep</u>	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: <u>PO Box 44112 Boise, ID 83711</u>	
Contact Name and Title: <u>Cory Zubizarreta - VP</u>	
Year Firm Was Established: <u>1958</u>	
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 checked="" 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: <u>Striping & Rubber Removal</u>	

Firm Name: <u>ProLine Fence</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>715 Pop Knoll Way</u>	
Contact Name and Title: <u>Jeff Melgaard</u>	
Year Firm Was Established: <u>1989</u>	
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 checked="" 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: <u>Fence & Gate</u>	

Firm Name: <u>HK Testing</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>6350 S. Yellowstone Hwy, Idaho Falls, ID 83402</u>	
Contact Name and Title: <u>Brady Smith - Testing</u>	
Year Firm Was Established: <u>1975</u>	
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: <u>Testing</u>	

Firm Name: <u>Strata</u>	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: <u>2015 Garrett Way, Suite C, Pocatello, ID 83201</u>	
Contact Name and Title: <u>Troy Lindsey - Manager</u>	
Year Firm Was Established: <u>1974</u>	
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: <u>Testing</u>	



T-O ENGINEERS

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

280 W. PRAIRIE AVENUE
COEUR d'ALENE, IDAHO 83815
(208) 762-3644 - PHONE
(208) 762-3708 - FAX

332 N. BROADMORE WAY
NAMPA, IDAHO 83687
(208) 442-6300 - PHONE
(208) 466-0944 - FAX

121 W. PACIFIC AVENUE, SUITE 200
SPOKANE, WASHINGTON 99201
(509) 319-2580 - PHONE
(509) 319-2590 - FAX

NOTICE TO PROCEED

Dated: _____, 2017

TO: DePatco, Inc.
(Contractor)

ADDRESS: 497 N. Capital Street Suite 210, Idaho Falls, ID 83402

PROJECT: Idaho Falls Regional Airport
Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C

CONTRACT NO. AIP 3-16-0018-043

CONTRACT FOR Runway 2-20 Pavement Maintenance, Rehabilitate Taxiway A, Rehabilitate Taxiway C
Bid Schedule B Taxiway A South Rehabilitation up to \$1,000,000 in construction costs
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on May 22, 2017, 2017. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the dates of Substantial Completion and Final Completion are July 5, 2017 and July 10, 2017, respectively.

Before you may start any Work at the site, paragraph 2.01 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must comply with the following:
(add other requirements)

City of Idaho Falls, Idaho
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(NAME)

(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED

DePatco, Inc.
(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(NAME)

(TITLE)

(DATE)

WORK ORDER 17-01
IDAHO FALLS REGIONAL AIRPORT (IDA)
IDAHO FALLS, IDAHO

**REHABILITATE/RECONFIGURE TAXIWAY A, TAXIWAY C AND CONNECTING TAXIWAYS.
REHABILITATE RUNWAY 2-20. UPDATE AIRFIELD SIGNS AND MARKINGS FOR
MAGNETIC DECLINATION ADJUSTMENT**

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the City of Idaho Falls and T-O Engineers, Inc., dated March 2014.

SCOPE OF WORK

The Scope of Work, dated April 7, 2017 for this effort is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail.

FEES

Fees for services provided under this Work Order will be determined and billed on a Lump Sum and Time and Materials basis as follows:

- **Tasks 1-5 (Time and Materials)** **\$888,669.50**

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule. A detailed Fee Proposal, dated April 3, 2017 is attached as Exhibit B.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 17-01 to the AGREEMENT the day and year first above written.

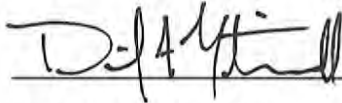
FOR: CITY OF IDAHO FALLS,

By: _____

Title: _____

Date: _____

FOR: T-O ENGINEERS, INC.

_____

By: David A. Mitchell, P.E.

Title: Aviation Services Manager/Vice President

Date: 4.13.2017

EXHIBIT A – SCOPE OF WORK

WORK ORDER 17-01

IDAHO FALLS REGIONAL AIRPORT (IDA)

IDAHO FALLS, IDAHO

**REHABILITATE/RECONFIGURE TAXIWAY A, TAXIWAY C AND CONNECTING TAXIWAYS.
REHABILITATE RUNWAY 2-20. UPDATE AIRFIELD SIGNS AND MARKINGS FOR
MAGNETIC DECLINATION ADJUSTMENT (CONSTRUCTION SERVICES)**

INTRODUCTION:

The Idaho Falls Regional Airport is located in and owned by the City of Idaho Falls, Idaho. The airport serves Eastern Idaho, Southern Montana, and Western Wyoming. The airport also serves as an access point to multiple tourist destinations including Yellowstone National Park, Grand Teton National Park, Jackson Hole, Wyoming and Sun Valley, Idaho.

The airport intends to proceed with project tasks related to the rehabilitation of Parallel Taxiway A, connecting taxiways, Taxiway C, and Runway 2-20. The project will also include the reconfiguration of the intersection of Taxiways A and C as well as a change to the runway identifiers of Runway 2-20.

Proposed project work is to include the following generally described improvements:

1. **Runway Rehabilitation and Magnetic Variation Adjustment.**

This project includes the construction services for the rehabilitation project consisting of crack fill, slurry/fog seal, and remark of Runway 2-20. The project will include an update to the runway identifier markings, airfield signage and surface painted hold position markings associated with Runway 2-20.

2. **Rehabilitate/Reconfigure Taxiway A, Taxiway C and Connector Taxiways (Construction Services)**

The project includes the construction services for the rehabilitation of Parallel Taxiway A and Taxiway C, including the reconfiguration of the intersection of Taxiways A and C to eliminate a potential hot spot. The project will involve milling of existing pavements, excavating and removing base and shoulder materials, electrical demolition, grading, marking removal, installation of new conduit, edge lighting, cable, edge drains, storm water structures, subbase and base course materials, HMA paving, shouldering, lighted signs, and pavement markings.

The project also includes renaming a portion of Taxiway C to Taxiway A2 and Taxiways A2, A3, A4 and A5 will be renamed A3, A4, A5 and A6, respectively. The designation of Runway 2-20 will be changed to 3-21. Renaming of the taxiways and changing the runway designator will be completed in 2018.

PHASING ELEMENTS:

The project will be completed in phases to reduce disruptions to airfield operations as much as possible during construction. The project will be completed over two construction seasons in 2017 and 2018. Phases 1, 2 and 3 which generally consist of the rehabilitation of Taxiway A south of the terminal apron will be completed in the summer of 2017. **Construction work in 2017 is scheduled for 106 calendar days, working six days per week, generally one shift per day.** Approximately two-thirds of Taxiway A rehabilitation will be completed with the construction work in 2017.

The remainder of the project will be completed as Phases 4, 5, 6, 7 and 8 during the 2018 construction season. Work to be completed in 2018 consists of completing the rehabilitation of the remainder of Taxiway A, rehabilitating Taxiway C, reconfiguring the Taxiway C/Taxiway A/Runway 2-20 intersections, reconfiguring the terminal apron taxiway, reconstructing Taxiway A1, and pavement rehabilitation for Runway 2-20. **Construction work in 2018 is scheduled for 106 calendar days, working primarily six days per week. Phase 6B and 6C are scheduled for seven days per week. Phases 6A, 6B, 6C, 7 and 8A are scheduled for two shifts per day.**

See attached Construction Safety Phasing Plans (CSPP) for more detailed information on each of the phases.

ADDITIONAL INFORMATION:

It is anticipated an FAA Airport Improvement Program (AIP) grant will fund 93.75% of eligible project costs (match for small hub and non-hub airports in Idaho is 93.75%). The Idaho Falls Regional Airport will provide all other required funds. The estimated construction budget for the work items is approximately \$8 million.

Professional services to be provided through this agreement shall include bidding, award, construction, closeout, and additional services necessary to complete the project. Services and associated expenses for these items (Tasks 1-5, below) will be provided on a time and materials (T&M) basis.

Professional services anticipated include services necessary to accomplish the following:

- Contract Administration
- Project bidding assistance
- Grant administration
- Construction observation and administration
- Closeout project documentation
- Coordination of all phases of the Project with the Owner and the FAA

CONTRACTS AND BIDDING:

The project was designed under a separate grant to include one bid package. After bids are opened, the Engineer and Owner will discuss possible award options. If adequate funds are available from all sources, all work will be awarded. Award of all elements may not be possible. This agreement does not include any services related to repackaging or re-bidding work elements at a later date. If such services are necessary, they will be added by amendment or considered an additional service to this agreement.

AVAILABLE INFORMATION:

- Design, construction and as-constructed drawings, survey data and geotechnical information from AIP 3-16-0018-028, 029, 036, 039, and 041 projects, prepared by T-O Engineers.
- Master Plan and Airport Layout Plan (ALP) drawings prepared by Armstrong Consultants, 2010.

PROJECT SCHEDULE:

The following dates summarize the target completion of significant project tasks.

ACTIVITY	COMPLETION
Submit Draft Scope and Fee to Owner and FAA	January 2017
Complete Independent Fee Estimate Review	February 2017
Work Order Negotiation Complete	February 2017
Complete Final Design	March 3, 2017
Advertise Project	March 1 & 8, 2017
Pre-Bid Meeting	March 16, 2017
Bid Opening	March 29, 2017
Award Project	May 2017
Pre-Construction Conference/NTP 2017 Work	May 2017
Construct 2017 Project	June 2017 – September 2017
Pre-Construction Conference/NTP 2018 Work	May 2018
Construct 2018 Project	June 2018 – September 2018
Closeout	December 2018

Dates are subject to change, based on grant timing, weather and the needs of the Owner.

SCOPE OF PROFESSIONAL SERVICES

TASK 1 - CONTRACT ADMINISTRATION

During the course of the Project the following general administrative services shall be provided.

- 1.1 Coordinate with Owner to evaluate scope, budget and approach to project. Travel to and meet with the Airport to discuss the project scope and approach.
- 1.2 Prepare an Agreement including a detailed Scope of Professional Services narrative. Review the Scope with Owner and FAA and modify as necessary, based upon comments received. The Agreement shall also include a detailed cost proposal based upon estimates of professional service man hours and hourly rates required to accomplish the construction administration of the work.
- 1.3 Provide Scope of Work and blank cost proposal spreadsheet to Owner for use in obtaining an Independent Fee Estimate for review. One teleconference is anticipated to describe and discuss the project scope.
- 1.4 Advise and coordinate with Owner and FAA through these tasks.
- 1.5 Project management and administration to include monthly cost accounting and budget analysis, invoicing, and monitoring of project progress for 18 months.

TASK 2 -BIDDING

Assist the Owner in the competitive sealed bid and contractor selection process. It is assumed there will be one bid package required. Prepare and process contract award and construction agreement documents for the Owner. Bidding phase services shall include the following tasks:

- 2.1 Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Prepare advertisement(s) for the project and submit to appropriate newspaper(s) for publication. Maintain a "bidders list" and distribute plans as requested. Assist Owner in promoting bidder interest in an appropriate geographic area for project work tasks.
- 2.2 Prepare a detailed Pre-Bid Conference agenda and conduct a Pre-Bid Conference to familiarize bidders and interested parties with the construction project scope and requirements. Prepare and issue minutes of the conference after the meeting. The meeting will be held at the Airport. It is assumed two members of the project team will attend the Pre-Bid Conference.
- 2.3 Respond to questions that arise during the Contractors' bid preparation process. Issue addenda or other clarifications as required.
- 2.4 Assist the Owner in preparation for the project Bid Opening as required, including preparation of a Project Bid Summary form. It is anticipated that the Consultant will attend the Bid Opening in Idaho Falls. T-O Engineers' Meridian office will evaluate the qualifications of bidders, review the bid packages and forms submitted, and determine each Contractor's responsiveness to bidding criteria, including compliance with Buy American requirements.

- 2.5 Prepare a detailed Bid Tabulation documenting the bid results and submit to Owner and FAA.
- 2.6 Assist the Owner with review and analysis of bids received, in accordance with Program Guidance Letter 12-03. Provide Engineer's recommendation of award letter to Owner.
- 2.7 Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by the Contractor, and assist the Owner and Contractor in processing documents for the project.
- 2.8 Coordinate with the FAA and Owner throughout the bidding and award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
- 2.9 Travel time for Consultant personnel associated with the tasks listed in this Phase. Anticipate three round trips for the Project Manager and two trips for at least one other person.

TASK 3 -CONSTRUCTION

During the construction phase, the Consultant shall administer all aspects of the construction contract over which the Consultant can be expected to have realistic control in order to assist the Owner in monitoring and documenting the construction process for design compliance, quality assurance, and cost control. Construction phase services shall more specifically include the following work tasks:

- 3.1 Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the Owner at the Idaho Falls Regional Airport, and prepare and distribute minutes of the Pre-Construction Conference; advise the FAA of Pre-Construction Conference dates, and include FAA items in conference agenda. Complete FAA Pre-Construction conference checklist.
- 3.2 Review, comment on, and process Contractors' material submittals (including review of compliance with Buy American requirements), particularly the Work Schedule and Operational Safety Plan. Assist Contractor as required, clarifying and documenting specification and submittal requirements, and re-review submittals as necessary. Coordinate construction activity schedule with Owner.
- 3.3 Prepare a Construction Management Plan in accordance with FAA guidelines. Clarify specification and document submittal requirements. Incorporate Contractor's Quality Control Plan into the Construction Management Plan. Submit final document to the FAA.
- 3.4 Provide at least one full time Senior Resident Project Representative (RPR) to monitor and document construction activities, conformance with schedules, plans and specifications; review and document construction quantities; document significant conversations, situations, events or changed conditions; document input or visits from local authorities and officials; prepare and submit routine inspection reports; and maintain a project diary.

During asphalt paving operations, one additional full time RPR will be onsite. It is assumed this will be roughly half the duration of the project. In addition, when double shifts are required during Phases 6 and 7, up to four (4) RPRs will be required on site each day. The total duration of the 2017 construction season is anticipated to be 106 Calendar Days. The total duration of the 2018 construction season is anticipated to be 106 Calendar Days. The following individual phase durations are anticipated:

2017 Construction Season

- Phase 1 of the work will last for 50 Calendar Days
 - 1A for 30 Calendar Days
 - 1B for 50 Calendar Days
- Phase 2 will last for 44 Calendar Days
 - 2A for 22 Calendar Days
 - 2B for 44 Calendar Days
- Phase 3 will last 12 Calendar Days

2018 Construction Season

- Phase 4 will last for 44 Calendar Days
- Phase 5 for 24 Calendar Days
- Phase 6 will last for 25 Calendar Days
 - 6A for 14 Calendar Days, with two shifts per day
 - 6B for 6 Calendar Days, with two shifts per day, 7 days per week
 - 6C for 5 Calendar Days, with two shifts per day, 7 days per week
- Phase 7 will last for 10 Calendar Days, with two shifts per day
- Phase 8 will last for 3 Calendar Days
 - 8A for 1 Calendar Day, with two shifts

- 3.5 Organize and conduct weekly project site visits and construction meetings with Owner, Contractor and others as appropriate. Contractor's schedule review and work progress will be discussed at all meetings. The Project Manager will attend these weekly site visits and project meetings. Anticipate thirty one (31) total meetings during project duration.
- 3.6 Provide office administration support and assistance to the Resident Project Representative with senior design, management or other personnel as field activities may require.
- 3.7 Review and approve Contractor monthly Pay Requests. Submit approved pay requests to the Owner for approval and payment. Assume ten (10) Pay Requests including Final.
- 3.8 Conduct Substantial Completion and Final Completion Inspections with the Owner and Contractor. Advise and coordinate inspection dates with the FAA. Produce substantial and final completion inspection certificates and document "punch list" items. It is anticipated that senior design or management personnel will attend either the Final Inspection at the Airport along with the Project Manager and RPR. It is assumed a substantial completion walkthrough will be required at the end of each phase.
- 3.9 Assist Owner with review of Contractor Wage and EEO documentation review.
- 3.10 Prepare, negotiate and process Contract Change Orders/Supplemental Agreements, as

required. Man-hour estimates and costs are to be based on normal construction events as experienced by the Consultant for projects of this type and size.

- 3.11 Coordinate with Owner and FAA throughout the construction process (31 weeks of construction duration across approximately 1.5 years of time).
- 3.12 Travel time for Consultant personnel associated with tasks listed in this Phase.

TASK 4 -CLOSEOUT DOCUMENTATION

Phase 4 shall consist of project closeout and documentation services. Operational phase services shall include the following tasks:

- 4.1 Prepare As-Constructed Revisions to Design and Construction Drawings. Provide Owner with copies of Record Drawings, including full-sized, half-sized, and two electronic copies (PDF) – one for Owner and one to be submitted to the FAA.
- 4.2 Prepare As-Constructed Revisions to the Airport Layout Plan Drawings to include the Airport Layout Plan (2 Sheets) and Terminal Area Plan (3 Sheets). Provide Owner with copies of Record Drawings, including full-sized, half-sized, and two electronic copies (PDF) – one for Owner and one to be submitted to the FAA.
- 4.3 Prepare an As-Constructed Airport Certification Sign & Marking Plan and submit to the FAA for review and approval.
- 4.4 Document the Project work and accomplishments in a Final Construction Report in accordance with FAA guidelines, including all financial information, final FAA Forms SF 271 and SF 425, test report summaries, project certifications, etc.
- 4.5 Coordinate with the Contractor on the Owner's behalf to obtain lien releases from subcontractors and Prime Contractor in preparation for final payment. Coordinate with Contractors, Owner and the Idaho State Tax Commission to obtain a tax release prior to releasing any retainage.
- 4.6 Assist Owner with overall budget status analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Owner. Assist in preparation of required project closeout documentation, DBE accomplishment percentages, etc.

TASK 5 -ADDITIONAL SERVICES

Consultant shall provide the following services as “Additional Services”:

- 5.1 Assist the Owner with Grant Administration tasks.
 - 5.1.1 Prepare a Grant Application for submittal to the FAA. Update the Grant Application for FAA-AIP funding assistance based upon project bid results. Assist Owner in coordination with Grant Application submittal and process.
 - 5.1.2 Assist the Owner to prepare and process required certifications for submittal to the FAA including Selection of Consultants, Plans and Specifications, Construction/Equipment Contracts, Drug Free Workplace and any other required certifications.

- 5.1.3 Assist the Owner with preparation of annual SF 271 and SF 425 (2 years).
- 5.1.4 Assist the Owner with quarterly performance reports in accordance with Table 5-16 of FAA Order 5100.38d. FAA Form 5370-1 will meet this requirement for construction.
- 5.1.5 Provide periodic project budget updates to Owner during execution of the work.
- 5.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE):
 - 5.2.1 Prepare a DBE program acceptable to the Owner and FAA per the current requirements of the Federal DBE Program. Review contract documents and special provisions for compliance with Federal and FAA requirements. Develop methodology for establishing DBE goals.
 - 5.2.2 Consult by telephone or teleconference with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and efforts to establish a level playing field for the participation of DBEs. Document consultation process and submit with proposed goals.
 - 5.2.3 Prepare 3 Year Goals for 2018, 2019 and 2020. Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific goals, prepare required FAA justification and obtain FAA approval.
 - 5.2.4 Assist the Owner with Disadvantaged Business Enterprise (DBE) annual reporting for FY 2017 and 2018. Reporting will include review and analysis of the overall goal and previous awards and commitments for each fiscal year. If required, a corrective action plan will be prepared with specific steps and milestones to correct the problems identified in the analysis.
- 5.3 Assist the OWNER in collecting and submitting project data into the FAA's AGIS system as an As Built project. Imagery will be collected as part of this project. All AGIS efforts will be performed in conformance with the current version of FAA Advisory Circular 150/5300-16, 17 & 18.
 - 5.3.1 Prepare an AGIS Statement of Work to describe the work to be performed and submit Statement of Work through the AGIS portal. This task will also include coordination with the OWNER to setup and manage an AGIS account and creation of As-Built project in the AGIS portal.
 - 5.3.2 Prepare required work plans including the Survey Work Plan, Imagery Acquisition Plan and Quality Control Plan. Submit the required plans through the AGIS portal.
 - 5.3.3 Set ground control targets for aerial imagery acquisition. It is assumed only one flight path will be required in order to acquire the required imagery. One set of ground control targets will be set for the flight path.

- 5.3.4 Acquire aerial imagery with full leaf coverage in accordance with FAA Advisory Circular 150/5300-17B. This work will be accomplished with the assistance of a subconsultant.
- 5.3.5 Acquire required data via ground survey for the As-Built column of Table 2-1 in FAA Advisory Circular 150/5300-18B. This will include utilities, storm water drainage features and supplemental topographic data.
- 5.3.6 Review and perform QA/QC of data collected including imagery and as built survey data.
- 5.3.7 Compile and attribute survey data. This will include the attribution of data in accordance with FAA Advisory Circular 150/5300-18B.
- 5.3.8 Upload and submit data via the FAA AGIS website. Coordinate with NGS and FAA as required including the submission of weekly reports.
- 5.3.9 Prepare and submit an AGIS Final Report.
- 5.3.10 Coordinate with the OWNER and FAA as required to complete the AGIS As-Built process and submit updated imagery.
- 5.4 Administer subconsultant contracts and coordinate delivery of work products. It is anticipated that subconsultant services will be required in the following fields:
 - 5.4.1 Quality Assurance: The services of a qualified materials testing laboratory will be required to complete P-209, P-401, and P-610 quality assurance testing during construction.
 - 5.4.2 Electrical: The services of an electrical subconsultant will be required to review submittals and respond to Requests for Information (RFI) concerning the electrical design.
 - 5.4.3 AGIS Imagery: The services of a firm that is capable of obtaining, reducing, and uploading the GIS aerial survey information will be required.
- 5.5 Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audits. In addition to finding appropriate project files, answer questions concerning Contractors wage rates and interview forms as required.

EXHIBIT B

Idaho Falls Regional Airport														AIP 3-16-0018-043
Rehabilitate / Reconfigure Taxiway A, Taxiway C, & Connectors (Construction Services)														Exhibit B
Rehabilitate Runway 2-20 (Construction Services)														
Update Airfield Signs & Markings (Construction Services)														
Hours & Fees Worksheet														T-O Work Order 17-01
														April 3, 2017

Task	Description	Personnel Hours													Fee
		Principal	Proj Mgr	Const Mgr	EIT	Sr RPR	Sr RPR	RPR	PLN	Surv Mgr	Surveyor	Surv Tech	Admin	Total	
		DM	NC	CS	MJ	DB	(OT)	JN	MV	SF	RO	DH	SV	Hours	
		\$200	\$160	\$135	\$90	\$105	\$126	\$100	\$90	\$150	\$115	\$90	\$65		
Task 1 - Contract Administration															
1.1	Project Approach Outline & Meeting	2	12							2				16	\$2,620
1.2	Scope, Fee, & Agreement Preparation	2	16							2			2	22	\$3,390
1.3	IFE Document Assistance		6											6	\$960
1.4	FAA & Owner Coordination - Task 1	1	8											9	\$1,480
1.5	Project Management / Admin. - All Tasks	8	40										18	66	\$9,170
Subtotal, Task 1		13	82	0	0	0	0	0	0	4	0	0	20	119	\$17,620
Task 2 - Bidding															
2.1	Bidding Administration		3		4								2	9	\$970
2.2	Pre-Bid Conference		6			8								14	\$1,800
2.3	Questions/Addenda		8	8	4	4								24	\$3,140
2.4	Bid Opening & Review		4	2	4	4								14	\$1,690
2.5	Bid Tabulations		1	2	4	4							1	12	\$1,275
2.6	Bid Analysis/Recommendation of Award		4	4	4								1	13	\$1,605
2.7	Award Documents		4	4	8								1	17	\$1,965
2.8	FAA & Owner Coordination - Task 2		8											8	\$1,280
2.9	Travel Time		16		16									32	\$4,000
Subtotal, Task 2		0	54	20	44	20	0	0	0	0	0	0	5	143	\$17,725
Task 3 - Construction															
3.1	Pre-Construction Conference & Coordination		8			16		12					12	48	\$4,940
3.2	Contractor's Material Submittals		6	12		24		40						82	\$9,100
3.3	Prepare Construction Management Plan		2	4		8		24					2	40	\$4,230
3.4	On-site Inspection														
3.4.1	Year 1 - 2017		70			620	390	270						1350	\$152,440
3.4.2	Year 2 - 2018		70			850	680	830						2430	\$269,130
3.5	Weekly Construction Meetings		132											132	\$21,120
3.6	Office Administration & Support		45	90	45								16	196	\$24,440
3.7	Contractor Monthly Pay Requests		10	40				40						90	\$11,000
3.8	Substantial & Final Completion Inspections		8			12		4						24	\$2,940
3.9	Contractor Wage & EEO Review		2	8	60									70	\$6,800
3.10	Change Orders & Supplemental Agreements		8	12	20			16						56	\$6,300
3.11	Coordinate with Owner and FAA - Task 3		80											80	\$12,800
3.12	Consultant Travel Time		272			170		80						522	\$69,370
Subtotal, Task 3		0	713	166	125	1700	1070	1316	0	0	0	0	30	5120	\$594,610
Task 4 - Closeout/Documentation															
4.1	As-Built Plans (90 Sheets)		6		45	12							2	65	\$6,400
4.2	Update ALP Drawings		8		40				16				1	65	\$6,385
4.3	Update ACM Signing & Marking Plan		2		12	4							2	20	\$1,950

EXHIBIT B

Idaho Falls Regional Airport														AIP 3-16-0018-043
Rehabilitate / Reconfigure Taxiway A, Taxiway C, & Connectors (Construction Services)														Exhibit B
Rehabilitate Runway 2-20 (Construction Services)														
Update Airfield Signs & Markings (Construction Services)														
Hours & Fees Worksheet														T-O Work Order 17-01
														April 3, 2017

Task	Description	Personnel Hours													Fee
		Principal	Proj Mgr	Const Mgr	EIT	Sr RPR	Sr RPR	RPR	PLN	Surv Mgr	Surveyor	Surv Tech	Admin	Total	
		DM	NC	CS	MJ	DB	(OT)	JN	MV	SF	RO	DH	SV	Hours	
		\$200	\$160	\$135	\$90	\$105	\$126	\$100	\$90	\$150	\$115	\$90	\$65		
4.4	Final Construction Report		8	12	60	40							2	122	\$12,630
4.5	Lien Release & Final Payment Coordination		4		12	8							2	26	\$2,690
4.6	Coordinate with Owner		8			8							2	18	\$2,250
Subtotal, Task 4		0	36	12	169	72	0	0	16	0	0	0	11	316	\$32,305
Task 5 - Additional Services															
5.1	Grant Administration														
5.1.1	Grant Application		4		10								1	15	\$1,605
5.1.2	Sponsor Certifications		4		4									8	\$1,000
5.1.3	Prepare Annual SF 271 and SF 425		4		12									16	\$1,720
5.1.4	Quarterly Performance Reporting		12											12	\$1,920
5.1.5	Budget Updates		12											12	\$1,920
5.2	DBE Documentation														
5.2.1	Prepare DBE Program		4	24										28	\$3,880
5.2.2	DBE Consultation		1	6										7	\$970
5.2.3	Prepare 3 Year Goals		2	18										20	\$2,750
5.2.4	DBE Annual Reporting		4	24										28	\$3,880
5.3	As Built AGIS Survey														
5.3.1	AGIS Statement of Work		2							2	8			12	\$1,540
5.3.2	Prepare Required Work Plans		1							1	8			10	\$1,230
5.3.3	Set Ground Control		1							1	4	20		26	\$2,570
5.3.4	Acquire Imagery		1							1	4			6	\$770
5.3.5	Field Survey		2							1	6	24		33	\$3,320
5.3.6	QA/QC Imagery and Field Survey		1							2	12			15	\$1,840
5.3.7	Compile and Attribute Data		1							1	8	24		34	\$3,390
5.3.8	Submit Data via FAA AGIS Website		1							2	10			13	\$1,610
5.3.9	Prepare and Submit AGIS Final Report		2							2	16			20	\$2,460
5.3.10	Coordinate with Owner and FAA		6							2	8			16	\$2,180
5.4	Administer Subconsultant Contracts														
5.4.1	Quality Assurance Testing		8			6							4	18	\$2,170
5.4.2	Electrical		4			4							2	10	\$1,190
5.4.3	AGIS Imagery		8							4	8		3	23	\$2,995
5.5	A-133 Audit Assistance		12	4				6					2	24	\$3,190
Subtotal, Task 5		0	97	76	26	10	0	6	0	19	92	68	12	406	\$50,100
TOTAL, ALL TASKS		13	982	274	364	1,802	1,070	1,322	16	23	92	68	78	6,104	\$712,360

EXHIBIT B

Idaho Falls Regional Airport
Rehabilitate / Reconfigure Taxiway A, Taxiway C, & Connectors
Rehabilitate Runway 2-20 (Construction Services)
Update Airfield Signs & Markings (Construction Services)

AIP 3-16-0018-043

Exhibit B

T-O Work Order 17-01

Fee Summary

April 3, 2017

Tasks 1-5

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
Principal	Principal	13	\$200.00	\$2,600.00
Proj Mgr	Project Manager	982	\$160.00	\$157,120.00
Const Mgr	Construction Manager	274	\$135.00	\$36,990.00
EIT	Engineer In Training	364	\$90.00	\$32,760.00
Sr RPR	Senior Resident Project Representative	1,802	\$105.00	\$189,210.00
Insp (OT)	Senior RPR (Overtime)	1,070	\$126.00	\$134,820.00
RPR	Resident Project Representative	1,322	\$100.00	\$132,200.00
Pln	Planner	16	\$90.00	\$1,440.00
Surv Mgr	Survey Manager	23	\$150.00	\$3,450.00
Surveyor	Survey Crew Chief	92	\$115.00	\$10,580.00
Surv Tech	Survey Technician	68	\$90.00	\$6,120.00
Admin	Administrative Assistant	78	\$65.00	\$5,070.00
Totals:		6,104		\$712,360.00

2. Subconsultant Fees

Quality Assurance	\$70,000.00
Electrical	\$5,000.00
AGIS Aerial Survey	\$10,000.00
Subtotal, Subconsultant Fees:	\$85,000.00

3. Reimbursable Expenses

Description	Number	Unit Cost	Cost
Vehicle Travel (Per Mile non-RPR)	21,470	\$0.65	\$13,955.50
RPR only Rental Vehicles - (Per Day, incl. fuel)	45	\$75.00	\$3,375.00
RPR only Rental Vehicles - (Per Month, incl. fuel)	10	\$1,750.00	\$17,500.00
Lodging (Per Night)	336	\$105.00	\$35,280.00
Per Diem (On Site Personnel - Per Day)	349	\$51.00	\$17,799.00
Document Reproduction (Lump Sum)	1	\$0.00	\$0.00
Survey Equipment (Hours)	40	\$55.00	\$2,200.00
Cell Telephones, FedEx, UPS, Misc. (Lump Sum)	1	\$1,200.00	\$1,200.00
Subtotal, Reimbursable Expenses			\$91,309.50

TOTAL FEE, TASKS 1-5 (1+2+3):

\$888,669.50

April 10, 2017 - Unapproved

The City Council of the City of Idaho Falls met in Special Meeting (Council Work Session), Monday, April 10, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Barbara Ehardt
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember John B. Radford
Councilmember David M. Smith
Councilmember Michelle Ziel-Dingman

Also present:

Pamela Alexander, Municipal Services Director
Kenny McOmber, Treasurer
Mark Hagedorn, Controller
Ryan Tew, Human Resources Director
Mark McBride, Police Chief
Brad Cramer, Community Development Services Director
Randy Fife, City Attorney
Kerry Hammon, Public Information Officer
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following agenda items:

City Council Reports:

Councilmember Hally announced the Spring/Summer Discover Idaho Falls Guide, provided by the Parks and Recreation (P&R) Department, is now available. He also announced Brothers Osborne will be performing at Sandy Downs during the Eclipse 2017 event.

Councilmember Marohn stated the April 6 Vietnam anniversary fundraising event, Bravo, provided by the IHC (Idaho Humanities Council) and the Idaho Falls Military Affairs Committee, was well attended.

Councilmember Radford stated the Idaho Falls Zoo at Tautphaus Park will open for the season on April 15.

Councilmember Ehardt stated the Idaho Falls Temple tours will begin on April 18.

Councilmember Smith reiterated/concurred with Councilmember Marohn's comments regarding the Bravo film event.

Councilmember Dingman announced two (2) new Idaho Falls Police Department (IFPD) officers will be sworn-in on April 20.

Acceptance and/or Receipt of Minutes:

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to receive recommendations from the Planning and Zoning Commission pursuant to the Local Land Use Planning Act, and to accept Civic Auditorium Committee Meeting minutes. Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Mayor's Report, Calendar Items, and Announcements:

Mayor Casper expressed her appreciation to the Councilmembers who attended the 17th Street/Hitt Road intersection reconstruction groundbreaking held on April 10. She stated the Human Resources (HR) Department will be offering leadership training to all supervisory personnel. She announced the posting for the IFPD Chief position will close on April 23, significant interest has been received. She indicated appreciation has been received from the Senior Citizens Center for City funding. Mayor Casper stated the public hearing for short-term rentals will occur on April 13. Staff presentation will also include a summary related to State legislation, although any State legislation will not take effect

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until January 1, 2018. She indicated the July 4th fireworks show will occur as a private event held on private property, Snake River Landing which is managed by Ball Ventures. She stated all entities will be involved in the fireworks presentation and believes City public services will continue to be utilized. She will update the Councilmembers as future information is received.

April 10, Bonneville Development Youth Council (BYDC), In A Different Light project, Colonial Theatre

April 13, Idaho Falls Power (IFP) Board Meeting, and City Council Meeting

April 18, Mayor's Business Day, sponsored by the Chamber of Commerce

April 18, City leadership tour of the LDS Temple

April 20, IHC event with Pulitzer Prize winner Anthony Doerr

April 22, Earth Day celebration

April 24, City Council Work Session

April 26, Association of Idaho Cities (AIC) workshop

April 27, City Council Meeting

April 28, Idaho Falls Fire Department (IFFD) Annual Awards Ceremony, Civic Auditorium

Annual Audit Report:

Director Alexander introduced Julie Desimone and Keith Simovic, from Moss-Adams, as well as Mr. Hagedorn and Mr. McOmber. Director Alexander indicated an external audit process, which is required annually, is for the accounting and auditing standards to form and express an opinion regarding the financial statements prepared by management. Moss-Adams was retained as the City's external auditor to plan and perform the 2015/16 audit. External Audit Reporting includes five (5) main reports: Financial Statement, Internal Controls, Use of Federal Funds, Passenger Facility Charges, and, Management Letter and Recommendation. Director Alexander turned the presentation to Ms. Desimone and Mr. Simovic with general discussion throughout:

Audit Deliverables –

- Auditors report on the financial statements (unmodified opinion): Financial statements are presented fairly and in accordance with US GAAP (Generally Accepted Accounting Principles) CFAR (Comprehensive Financial Annual Report), this includes major and minor funds
- Government audit standards report (report on internal control over financial reporting and on compliance with government audit standards): No instances of non-compliance; one material weakness noted
- Federal single audit report on compliance (report on compliance over each major federal program and on internal control over compliance): No instances of non-compliance
- Communication to those charged with governance: required audit communications; internal control recommendations

Due to audit reports being risk-based, significant audit areas include: capital assets, revenues, financial close and reporting, cash and investments, and, long-term debt.

Required audit communications:

- Auditors responsibility - provide opinion on financial statements in accordance with US GAAP
- Significant Accounting Policies - financial statements and transactions; implementation of GASB 72 (Governmental Accounting Standards Board)
- Accounting Estimates - allowance for doubtful accounts; net pension liability; fair value of investments; useful lives of capital assets
- Consultation with other accountants - none noted
- Disagreements with management - none noted
- Difficulties in performing the audit - none noted
- Audit Adjustments:
 - To correctly reflect interfund transfers related to worker's compensation payments at year end - \$617,000
 - To accrue expenditures related to CIP (Capital Improvement Project) additions - \$364,000
 - To adjust ambulance revenue to amounts reported by third party collection agency - \$337,000

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- Passed Audit Adjustments:
 - To true-up deferred property tax revenue - \$249,000
 - To accrue additional payables not recorded at year end - \$245,000
 - To reclassify CIP as capital assets in service at year end – Electric Fund - \$506,000

It was noted all items have been addressed.

Internal Control Related Matters:

- Material Weaknesses (potential breach that could be detrimental to the City):
 - Segregation of duties – Treasurer’s Office able to approve, record and reconcile cash, investment and miscellaneous billing transactions. Recommended action to move to the Accounting Department as this will allow elevated testing for potential fraud risk factors as well as process and procedures strengthened within the City.
 - Lack of timely cash reconciliations performed by the finance team.
- Control deficiencies and other matters:
 - Recommendations related to ambulance revenue and cash receipts, general fund capital assets, purchasing, financial close and reporting, approval of journal entries, reconciliation of online payments.
 - None rise to level of significant deficiency or material weakness. Ms. Desimone believes management took suggestions well with no pushback. She also believes the recommendations will strengthen internal controls and ensure investment transactions/authorizations are occurring according to law.

New Accounting Standards:

GASB 74/75 - Financial Reporting for OPEB (Other Postemployment Benefits) – Periods beginning after June 15, 2016 (Plans) and June 15, 2017 (Employers)

GASB 77 - Tax Abatement Disclosures – Periods beginning after December 15, 2015

GASB 83 - Certain Asset Retirement Obligations – Periods beginning after June 15, 2018

Letter of recommendations will occur simultaneously with the CAFR.

Director Alexander expressed her appreciation to Ms. Desimone and Mr. Simovic. She also commended City staff for their numerous hours and collaboration to complete the audit.

Director Alexander reviewed the external audit recommendation implementation plan/dates for internal control topics including: cash reconciliations, investment transactions, miscellaneous billings, ambulance revenue, ambulance cash receipts, capital assets, general fund, water and sewer fund, physical inventory, donated property, purchasing, financial close and reporting, journal entry approval, and, reconciliation of online payments.

Mayor Casper expressed her appreciation for the comprehensive performance by the auditors as well as staff’s cooperation to the auditors.

Civil Service Rescission Q&A:

Director Tew reviewed the State requirements of rescinding the Civil Service System ordinance. Councilmember Hally stated discussion regarding the Civil Service rescission has been occurring for a significant amount of time. He indicated the process for hiring new officers has been lengthy, creating excessive overtime for the previous years. He reminded the Council that Mr. Fife performed a State-wide research, indicating no cities in excess of 10,000 population follow the Civil Service System. Councilmember Hally stated this is not an anti-police exercise, he believes the elimination of the Civil Service System could improve the police force. At the request of Councilmember Radford, Director Tew clarified the Fire Department has the right to bargain for benefits and issues within the Civil Service. Director Tew stated the Civil Service Commission will be eliminated once the IFFD contract proceeds and the current City ordinance is rescinded. Councilmember Ehardt believes the Civil Service System is not just about the written examination. At the request of Councilmember Ehardt, Chief McBride clarified physical agility is required through POST (Peace Officer Standards & Training) or ISU (Idaho State University) academy. Director Tew stated any protections are currently included in other documents/laws and he believes the elimination of the Civil Service System will allow a more progressive hiring process and will look at individuals with a broader range of skills.

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Councilmember Marohn believes the Civil Service System is an archaic, cumbersome process which has delayed the hiring of officers. He reiterated the Human Resources (HR) Department will protect all employees. Councilmember Hally indicated the Police Department Citizens Review Committee (CRC) chairman had a considerable HR background, and the CRC very strongly recommended elimination of the Civil Service System. Mayor Casper believes development in HR allows a professional model/process. The elimination of the Civil Service System can allow for increased talents and skills. Councilmember Dingman stated Civil Service has been on her radar since being elected as a Councilmember. She believes the Police Department should be allowed to follow the most progressive hiring process as possible and rescission of the Civil Service System does not take away the employees ability to be heard. Mayor Casper stated this item will be included on April 13 Council Meeting agenda for the second reading.

Code Enforcement Workshop:

Mayor Casper recognized Councilmembers have expressed concern with code enforcement. She stated enforcement of City Code is the responsibility of several departments and any future changes may require budgetary adjustments. She expressed her appreciation to Director Cramer. Director Cramer reviewed several code enforcement locations and pictures of current/previous concerns/issues. He believes code enforcement is a tough position but he believes staff is performing well. He presented the following with general discussion throughout:

Code Enforcement Goals – these goals (sensitive to resources and budget) were developed following community tours with the Councilmembers:

Efficiency: reform the current code enforcement process for quicker results

Current Process:

1. Receive complaint
2. Conduct inspection
3. Send letter with two-week deadline
4. Re-inspect
5. Send letter with 10-day deadline
6. Re-inspect
7. Issue citation
8. Begin court process
9. Compliance ??

Proposed Process:

1. Receive complaint or proactively find violation
2. Conduct inspection (if not already complete)
3. Send letter with 10-14 day deadline or issue warning
4. Re-inspect
5. Issue infraction with financial penalty and send letter with 7-day deadline
6. Re-inspect
7. Issue infraction with increased financial penalty and send letter with deadline
8. Re-inspect
9. Issue Citation
10. Begin court process

Simplicity: move towards a “one-stop-shop” for code enforcement issues. Director Cramer stated not all nuisance items are related to code enforcement as there are four (4) divisions that handle nuisances. He realizes citizens can be frustrated with being passed around between departments.

Proposed process: Call either the Police Department or Code Enforcement: each department will coordinate; Code Enforcement to take calls, conduct inspections, and send letters on weeds, trees blocking street signs, trees not trimmed above sidewalks. Parks to retain responsibility for cutting weeds and trees and any billing.

Effectiveness: having the right tools in place to achieve compliance

Low-cost options

- Code changes – review existing nuisance codes, review other cities, address missing elements or vague wording, increase ability to enforce property maintenance
- Procedural changes – change codified process, move initial complaint response on weeds/certain trees to Code Enforcement
- Better coordination with other departments – coordinate with Police in neighborhoods, budget money to empty neighborhood cleanup dumpsters, take on activities from Parks through TRAKiT software system
- Prioritization of codes and areas – write a plan to prioritize areas for proactive enforcement

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Medium-cost options

- Seasonal employees – propose to add additional seasonal employee
- Software for gains in efficiency – TRAKiT software allows work in the field with electronic devices/letters, also allows for coordination with Parks

Higher-cost options

- Hiring of a Code Enforcement Clerk (more efficient option than hiring full-time officer). This would allow additional time in the field for officers.
- Move full-time officer from CDBG (Community Development Block Grant) to general fund. This would allow more evenly shared responsibility of areas.
- Hire building inspector for property maintenance code. This position would be split between property maintenance inspection, residential plan review, and regular building inspections. This would allow a succession plan for the current building inspector.

General discussion followed including the lack of regular daycare facility inspections (as specified in City Code), snow removal (Police issue), building inspections (cannot address any permits if they were converted before the current building codes), and, broken sidewalks (Public Works offers programs to assist with sidewalks although Public Works has no authority to address curb and gutter issues). Chief McBride indicated parking violations are difficult to address due to the lack of staff and other priorities. Brief discussion followed regarding misdemeanors versus infractions and allocation of fines/fees received. Councilmember Dingman indicated an additional Code Enforcement Clerk was discussed in the March 18, 2017 budget workshop as a priority for CDSD. She believes there are repeat City Code offenders and any financial penalty should be addressed up front. She also believes the policy needs updated and stressed the importance for Community Development Services and the Police Department to work together. After brief comments from Mayor Casper, there was consensus of the Council to proceed with the no-cost/low-cost options. She advised Director Cramer to include the additional clerk into the CDSD budget. Director Cramer indicated he will follow up with the State regarding daycare inspections.

Idaho Falls Redevelopment Agency (IFRdA):

Mayor Casper introduced Lee Radford, Idaho Falls Redevelopment Agency Chairman. Mr. Radford expressed his appreciation to the City, the Public Works Department and Director Cramer. Mr. Radford stated the IFRdA focuses on urban renewal areas to reinvest any marginal tax base back into that particular area. He reviewed the Snake River urban renewal area, which is the oldest urban area. He indicated the property value in this area has increased from ~\$15 million to ~\$200 million since 1990, with a 28-year life span. He stated there is currently money available in that district/area to allow additional investment. Mr. Radford reviewed 5 (five) projects currently occurring in the Snake River area including the Bonneville Hotel (with The Housing Company, option to purchase), the Riverwalk Drive (adjacent to construction of Springhill Suites which will connect the intersection to the southern property), Indian Motorcycle (closely located to westside Walmart), Deseret Book (also closely located to westside Walmart), and, the Kelsch property (located at Memorial Drive and Broadway) with an underground/above ground parking structure proposed, including a splash pad. Mr. Radford stated additional urban renewal areas include River Commons (Snake River Landing area/Ball Ventures), Eagle Ridge (next to the freeway at the Pancheri overpass), and Candlewood Suites/Ball Packing area. He indicated the IFRdA is continually looking at other areas and is willing to assist where needed for renewal of areas. General discussion followed regarding the length of time allowed for urban renewal areas. Mr. Radford recognized additional IFRdA members Terri Gazdik, Kirk Larsen, Brent Thompson, Tom Hally, Dave Radford, and Chris Harvey. Mayor Casper reiterated the IFRdA is considering other locations/properties with assistance from Dana Briggs, the City's Economic Development Coordinator.

There being no further business, it was moved by Councilmember Marohn, seconded by Councilmember Radford, to adjourn the meeting at 5:58 p.m. and move into Executive Session. The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. At the conclusion of the Executive Session Councilmembers will not reconvene to Regular Work

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Session. The Executive Session will be held in the City Hall Annex Conference Room. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Special Council Meeting (Executive Session), Monday, April 10, 2017, in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 6:06 p.m.

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Ed Marohn
Councilmember Thomas Hally
Councilmember David M. Smith
Councilmember John B. Radford
Councilmember Barbara Ehardt
Councilmember Michelle Ziel-Dingman

Also present:

Chris Fredericksen, Public Works Director
Randy Fife, City Attorney
Michael Kirkham, Assistant City Attorney

The Executive Session has been called pursuant to the provisions of Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

There being no further business, the meeting adjourned at 6:19 p.m.

CITY CLERK

MAYOR

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The City Council of the City of Idaho Falls met in Regular Council Meeting, Thursday, April 13, 2017, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Councilmember Michelle Ziel-Dingman
Councilmember David M. Smith
Councilmember Ed Marohn
Councilmember Barbara Ehardt
Councilmember Thomas Hally
Councilmember John B. Radford

Also present:

Randy Fife, City Attorney
Kathy Hampton, City Clerk
All available department directors

Pledge of Allegiance:

Mayor Casper invited Jacob Rich, a junior at Compass Academy School, to lead those present in the Pledge of Allegiance.

Public Comment:

Mayor Casper requested any public comment not related to items on the agenda. No one appeared.

Consent Agenda:

Office of the Mayor requested approval of Rachel McMurtrey as a new appointment to the Historic Preservation Commission.

Municipal Services requested approval of Bid IF-17-04, Replacement Reel and Rough Mowers, and Bid IF-17-10, Replacement Backhoe Loader.

Idaho Falls Power requested approval to ratify Power Transactions with Shell Energy.

Parks and Recreation requested approval of Community Gardens Agreement.

Public Works requested approval of Bid Award – 7th Street Water Line Replacement, Bid Award – Holmes Avenue Water Line Construction Castlerock Lane to 49th South, Bid Award – Seal Coats 2017, and Mediation Compromise and Settlement Agreement with Ron Tyler Bird (Grandview Drive roadway widening project).

The City Clerk requested approval of Expenditure Summary for the month of March, 2017.

<u>FUND</u>	<u>TOTAL EXPENDITURE</u>
General Fund	\$2,175,031.68
Street Fund	53,381.49
Recreation Fund	48,274.25
Library Fund	80,550.71
Municipal Equipment Replacement Fund (MERF)	10,000.00
Electric Light Public Purpose Fund	2,621.22

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Golf Fund	139,553.31
Self-Insurance Fund	93,805.35
Municipal Capital Improvement Fund	85,522.50
Parks Capital Improvement Fund	21,477.76
Fire Capital Improvement Fund	33,054.10
Airport Fund	162,468.60
Water and Sewer Fund	511,683.43
Sanitation Fund	7,820.62
Ambulance Fund	114,147.09
Electric Light Fund	3,122,752.03
Payroll Liability Fund	3,718,685.67
TOTAL	\$10,380,829.81

The City Clerk requested approval of Treasurer's Report for the month of March, 2017, minutes from the March 18, 2017 Budget Workshop; March 20, 2017 Council Work Session; March 23, 2017 Idaho Falls Power Board Meeting; and March 23, 2017 Council Meeting, and, license applications, all carrying the required approvals.

It was moved by Councilmember Marohn, seconded by Councilmember Radford, to approve all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilmembers Hally, Marohn, Radford, Dingman, Smith, Ehardt. Nay – none. Motion carried.

Regular Agenda:

Human Resources

Subject: Rescission of the City of Idaho Falls Civil Service System

The Human Resources Department respectfully requests approval of an ordinance rescinding the Civil Service System of Idaho Falls, and, that upon passage the ordinance be read in its entirety pursuant to Idaho Code.

Councilmember Hally stated this item has been discussed for several years but has been delayed due to personnel changes. He indicated Mr. Fife has performed a State-wide research, indicating no cities in excess of 10,000 population follow the Civil Service System. He believes the system does not allow the City to hire and interview the best qualified persons. He stated this will be a cost reduction for the Police Department as there has been increasingly excessive overtime costs for the previous years. Councilmember Ehardt believes to presume the City is not able to hire the best people would be to presume those we have are not the best people. She also believes the timing of the proposed rescission and the three (3) concurrent readings has prevented any comments from those involved.

It was moved by Councilmember Hally, seconded by Councilmember Marohn, to approve the ordinance rescinding Title 2, Chapter 4, on the second reading only and that the ordinance be read in its entirety. Roll call as follows: Aye – Councilmembers Radford, Smith, Marohn, Dingman, Hally. Nay – Councilmember Ehardt. Motion carried.

At the request of Mayor Casper, the City Clerk read the ordinance title and enacting clauses:

ORDINANCE NO. ----

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

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NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Title 2, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, and all civil service rules and procedures promulgated thereunder, are hereby rescinded in their entirety, pursuant to Idaho Code Section 50-1601(B).

SECTION 2. The rescission of Title 2, Chapter 4, of the Idaho Falls City Code (and all civil service rules and procedures promulgated thereunder) is not intended to and shall not have any adverse effect on any negotiated agreement between the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565, or the rights contained in such an agreement or agreements.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 4. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

Second Reading passed by the City Council and approved by the Mayor of the City of Idaho Falls, Idaho, this 13th day of April, 2017.

City of Idaho Falls, Idaho
Rebecca L. Noah Casper, Mayor

Mayor Casper stated the reading in entirety is required by State Statute.

Idaho Falls Power

Subject: Amend Contract with Battelle Energy Alliance for De-energization Work at Buildings in Idaho Falls

On December 9, 2013, City Council approved an agreement with Battelle Energy Alliance (BEA) for Idaho Falls Power (IFP) staff to isolate, de-energize, and re-energize high voltage components on BEA facilities in Idaho Falls. BEA has requested an amendment to this contract related to the scope of work.

Councilmember Smith believes IFP has an exceptional workforce.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the contract amendment with BEA, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Hally, Smith, Marohn, Dingman. Nay – none. Motion carried.

Subject: Approve Pole Attachment License Agreement with Blackfoot Communications

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Idaho Falls Power has received a request from Blackfoot Communications to attach communication infrastructure to power poles. As a Blackfoot Communications subsidiary, Fremont Communication is an internet service provider who has leased a pair of fiber from the City since the early 2000's.

Councilmember Smith stated a standard pole agreement is used which has been published and approved by the APPA (American Public Power Association).

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Pole Attachment License Agreement with Blackfoot Communications, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Resolution Amending the Idaho Falls Power Service Policy

For your consideration is a resolution adopting modifications to the Idaho Falls Power Service Policy. The revisions incorporate language related to the electric vehicle charging station and update provisions associated with meter placement and customer generation.

Director Flowers stated this is an annual update to the Service Policy which identifies technical requirements for IFP customers. She indicated an electric vehicle charging station has been added to the policy which identifies specification requirements. The customer will be able to control the charging abilities and demand rate charging times, IFP would maintain the monthly fee charged. Any associated fees will be included in the next budget year. Director Flowers indicated future changes in technology will be considered. Councilmember Smith stated this item was discussed at length at the April 13, 2017 IFP Board Meeting. He believes the adoption of the policy will provide a nice service to citizens. At the request of Councilmember Radford, Director Flowers reviewed the Tesla charging stations. She indicated these charging stations are located at appropriate distances within the State, including one (1) station at Snake River Landing which has been functional since June 2016.

It was moved by Councilmember Smith, seconded by Councilmember Hally, to approve the Resolution amending the Idaho Falls Power Service Policy, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Ehardt, Marohn, Hally, Radford, Smith, Dingman. Nay – none. Motion carried.

RESOLUTION NO. 2017-12

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE MODIFIED IDAHO FALLS POWER SERVICE POLICY (2017), AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Public Works

Subject: Bid Award – Wastewater Treatment Plant Primary Treatment Upgrades

On April 4, 2017, bids were received and opened for the Wastewater Treatment Plant (WWTP) Primary Treatment Upgrades project. Public Works recommends approval of the plans and specifications, award to the lowest responsive, responsible bidder, RSCI, an amount of \$10,354,000.00.

Councilmember Ehardt stated improvements to the WWTP have been ongoing for previous several years. She indicated funding has been set aside for several years for this project.

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It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve of the plans and specifications and award to the lowest responsive, responsible bidder, RSCI, an amount of \$10,354,000.00 Roll call as follows: Aye – Councilmembers Dingman, Radford, Marohn, Smith, Hally, Ehardt. Nay – none. Motion carried.

Subject: Right-of-Way Use Agreement – Blackfoot Communications

For consideration is a Right-of-Way Use Agreement for Blackfoot Communications to install fiber optics in public right-of-way.

Mayor Casper stated this agreement is in conjunction with the Pole Attachment License Agreement with Idaho Falls Power.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the Right-of-Way Use Agreement for Blackfoot Communications, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Radford, Ehardt, Smith, Marohn, Dingman, Hally. Nay – none. Motion carried.

Subject: Revised Development Agreement – Freeway Commercial Center Subdivision, Divisions 1-3

For consideration is a revised Development Agreement for Freeway Commercial Center Subdivision, Divisions 1, 2, and 3. The revisions included within the agreement allow for changes to public improvements requested by the developer and ensures that public interests are being met.

Councilmember Ehardt indicated this location is known as the property surrounding Camping World. Director Fredericksen stated modifications to the agreements include the additions of a convenient store and storage buildings. He indicated public streets and associated amenities will no longer be needed. He anticipates a future vacation request for easement and right-of-ways.

It was moved by Councilmember Ehardt, seconded by Councilmember Dingman, to approve the revised Development Agreement for Freeway Commercial Center Subdivision, Divisions 1-3, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilmembers Hally, Smith, Dingman, Ehardt, Marohn, Radford. Nay – none. Motion carried.

Community Development Services

Subject: Request for Electric Line Extension Fee Waiver, Deseret Book

For consideration is a request to waive electric line extension fees for the proposed Deseret Book located at 750 Pioneer Road in the amount of \$17,925.78. The site is within the geographic area defined by Resolution 2016-29 for consideration of such fee waivers. It is also located within the Snake River Urban Renewal District. Staff recommends approval of the waiver.

Councilmember Dingman stated the developer has paid the extension fees to ensure there was no delay to the development. She indicated the City will reimburse the developer upon approval.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to waive electric line extension fees for the proposed Deseret Book, located at 750 Pioneer Road, in the amount of \$17,925.78. Roll call as follows: Aye – Councilmembers Smith, Hally, Radford, Dingman, Ehardt, Marohn. Nay – none. Motion carried.

Subject: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Westgate Addition Division No. 1, Second Amended

April 13, 2017 - Unapproved

For consideration is the application for Final Plat and Reasoned Statement of Relevant Criteria and Standards, Westgate Addition Division No. 1, Second Amended. The Planning and Zoning Commission considered this item at its March 7, 2017 meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Councilmember Dingman stated this property was platted and annexed in 1972. This item is to correct the lot splits.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to accept the Final Plat for Westgate Addition Division No. 1, Second Amended, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat. Roll call as follows: Aye – Councilmembers Dingman, Smith, Marohn, Ehardt, Hally, Radford. Nay – none. Motion carried.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Westgate Addition Division No. 1, Second Amended, and give authorization for the Mayor to execute the necessary documents. Roll call as follows: Aye – Councilmembers Marohn, Dingman, Ehardt, Hally, Radford, Smith. Nay – none. Motion carried.

Subject: Public Hearing – Zoning Ordinance Amendment to Allow Short-term Rentals

For consideration is an ordinance amending the current Zoning Ordinance to permit short-term rentals in the City of Idaho Falls. The Planning and Zoning Commission considered this ordinance at its March 7, 2017, meeting and recommended approval with consideration of amending the definition of a short-term rental to more closely align with the State's definition and removing "bed and breakfast" from the definition of a lodging facility. This recommendation passed by an 8-1 vote. Staff concurs with this recommendation.

Mayor Casper opened the public hearing and ordered all information presented be entered into the record.

Director Cramer stated due to several upcoming summer events and numerous complaints/occurrences of short-term rentals, Community Development Services Department (CDS) has taken a slow approach to this subject. He recognized the efforts of Kerry Beutler, Planning Director, and other CDS staff for their numerous hours dedicated to this subject. He reviewed the timeline as follows:

December 2016: City Council instructs staff to work on ordinance.

January 2017: Staff holds open house at library, conducts online survey. Each are advertised through press release, social media and City's website. Director Cramer indicated approximately 700 respondents were received. He stated staff also met with the Idaho Falls Auditorium District as well as the Lodgers Association (those who manage hotel/motels).

January-February 2017: Staff analyzes open house and survey results, compiles information from other cities, drafts ordinance for consideration. Director Cramer indicated most responses were in favor of short-term rentals with associated regulations.

March 2017: Planning and Zoning (P&Z) Commission hearing. Planning and Zoning recommends approval of ordinance with a change in the definition of short-term rentals to match proposed State definition and to remove "bed and breakfast" from definition of a lodging facility. Director Cramer stated the P&Z requested additional time although he believes the schedule needed to be accelerated due to the upcoming summer activities.

March-April 2017: Staff revises ordinance. State Legislature passes bill restricting local jurisdictions from prohibiting short-term rentals entirely. Director Cramer reviewed section of State Code 67-6539, addressing limitations on regulation of short-term rentals and vacation rentals per the Local Land Use Planning Act (LLUPA), which states neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals throughout the jurisdiction of such county or city. Notwithstanding the foregoing prohibition, a county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto.

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Director Cramer stated the proposed ordinance would allow short-term rentals in any zone that allows a residential use, they would not be allowed in all zones. He indicated Council has the opportunity to discuss additional regulations and can also limit short-term rentals to specific residential zones. Director Cramer believes the current City Code would not align with the recently passed State Code regarding the definition of a hotel. He reviewed the proposed ordinance Definitions 10-3-3 stating hotel has been rewritten as a lodging facility. Bed and Breakfast, recreational vehicle parks, and short-term rentals have been excluded as lodging facilities. The definition of Bed and Breakfast would prohibit turning a Bed and Breakfast into a short-term rental. Short-term rental has been changed to align State definition. Director Cramer reviewed 10-3-5: Effects of Supplementary Regulations, stating zoning requirements only allow one (1) family dwelling and will prohibit any accessory structures from becoming a secondary residence as a short-term rental; regulations would not allow short-term rental in any recreational vehicle except when located in an approved travel trailer court; and, a short-term rental property shall not be occupied by more than one (1) guest party at a time. He stated the proposed ordinance does not include registration or licensing process as this would require additional staff and methods for tracking. He indicated the use/activities on the property would continue as a residential use. He also stated the proposed ordinance does not include extra regulations such as parking requirements, exiting signs, and other fire and safety features as the current Building Code will trigger those additional changes. Director Cramer stated at the P&Z public hearing a coalition of short-term renters made a compelling reason why short-term rentals are good for revitalization in a neighborhood. He also stated certain residents were opposed to short-term rentals as they believed their neighborhoods did not need revitalization. He indicated those neighborhoods who may or may not need revitalization are in the same R1, RP or RPA zone. Director Cramer reiterated only one dwelling unit is allowed per zone and dwelling should not be occurring in any garages or accessory structures. Councilmember Ehardt stated any ordinance could be amended as needed. Director Cramer concurred, stating ordinances are reviewed annually. Mr. Fife stated it is best practice to parallel City Code language to State Code to prevent future litigation. He believes the City Code is legally compatible when the State Code goes into effect in January 2018. At the request of Mayor Casper, Director Cramer confirmed upon passage of the proposed ordinance the availability of Bed and Breakfast would not be allowed in any zone. He stated the current code addresses home-based businesses.

Mayor Casper requested any public comment.

Nancy Boland, E. 14th Street, appeared. Ms. Boland stated she is the spokesperson for the short-term rental support and advocacy group of Idaho Falls. Collectively, their historic neighborhoods are home to 15 of the 38 regularly operating units for short-term rentals within Idaho Falls city limits. The group is in favor of the ordinance allowing short-term rentals in Idaho Falls. They have been working on education and advocacy for the previous six (6) months and have supplied much of the written documentation. Ms. Boland presented a short video in lieu of separate testimonies that accurately represent their views regarding this ordinance. She hopes to strongly convey short-term rentals are an asset to City residents, local businesses, and visitors regardless of the length of their stays. She expressed her appreciation to Compass Academy students, Jacob Rich and Rigo Garcia, for the creation of the video. Those who are represented in the video include:

Nancy and George Boland
Pam and Bob Chase
Alex and Elise Hart
Liza McGeachin and Graham Jones
Courtney and Jason Parmenter
Hersh Mynarcik
Stephanie Rose and Bill Bauer
Harriet Smith
Tyler Kraupp
R. Bryce Call

Harriet Smith, Shamrock Park, appeared. Ms. Smith stated she, and her husband, purchased their home approximately one (1) year ago and have invested a lot of money into their home. It was suggested they start Airbnb, which she was unfamiliar with, and tried it for several weeks. She indicated problems in the neighborhood began so she decided to wait until the City made a decision regarding short-term rentals. She stated during that

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timeframe of operating Airbnb she, and her husband, had some fabulous experiences. She is in favor of the proposed ordinance.

Frank Bradburn, Dickson Avenue, appeared. Mr. Bradburn requested clarification of the 30-day timeframe. He indicated Airbnb located in Boise has been collecting the appropriate taxes. He reviewed the State code regarding taxes and requested clarification of this item as well. He believes there is a concern with collection of auditorium taxes.

Cindy Ozaki, Executive Director of the Idaho Falls Auditorium District, appeared. Ms. Ozaki clarified only Boise is allowed to collect Auditorium District taxes per State Code. Pocatello and Idaho Falls are collecting their Auditorium Districts taxes independently. She stated only the tourism taxes and sales taxes are being collected for Idaho Falls. Ms. Ozaki indicated the first person operating a short-term rental has recently paid their taxes into the Auditorium District. She requested all those who may be operating short-term rentals in the City of Idaho Falls register with the Auditorium District to pay appropriate taxes and comply with the same rules as hotels.

Ginger Swank, Enell Street, appeared. Ms. Swank stated she has been advocating for her neighborhood, an RPA zone, for several months regarding zoning issues. She indicated this has been a challenge with regard to boarding houses and short-term rentals. She expressed concern that short-term rentals would take away the character of the neighborhood. She is not against short-term rentals but believes they should be located in high-density neighborhood zones which allow a separate unit and entrance. Ms. Swank also expressed concern regarding the safety of the neighborhood with regard to transient housing of neighbors. She requested consideration allowing short-term rentals in RP and RPA zones. She indicated revitalization does not and would not occur in her neighborhood.

Mayor Casper closed the public hearing.

Councilmember Dingman expressed her appreciation to staff and the P&Z Commission and is pleased with the final process. She indicated her priority included boarding houses, which has been addressed. She does not believe the need exists for further regulations at this time. Councilmember Dingman recommended parking concerns be addressed with the Idaho Falls Police Department as she believes long-term rentals as well as short-term rentals are occurring within every City neighborhood and most property owners are unaware of individual vehicle ownership. She believes there are positive outcomes with short-term rentals and the proposed ordinance allows the right balance for regulation and property owner freedom.

Councilmember Smith indicated the State has not given cities the ability to levy sales tax, auditorium tax or other revenue-type taxes.

Councilmember Hally stated he has lived next to problem neighbors and believes short-term rental property owners will take care of each other. He also believes the proposed ordinance should mirror State Code as much as possible.

Councilmember Marohn expressed his appreciation to Ms. Boland and the advocacy group and believes it is beneficial to be unified. After further review of the concept, he believes this is a good process economically. He stated the State has deemed short-term rentals out of the City control with the exception of nuisances.

Councilmember Radford expressed his appreciation to Director Cramer and his staff. He believes it's important to stay involved regarding enforcement issues.

Councilmember Ehardt stated she supports property rights and believes it's important to allow latitude for property owners/rights. She believes any concerns will be addressed through current code enforcement, although Councilmembers have the ability to address additional concerns/issues. She expressed her appreciation to the advocacy group for educating the community.

Councilmember Smith concurred with Councilmembers Marohn and Ehardt regarding property ownership rights issue. He believes the property owners rights within reason are protected with existing ordinances.

It was moved by Councilmember Dingman, seconded by Councilmember Smith, to approve the zoning ordinance amendment under the suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary. Roll call as follows: Aye – Councilmembers Smith, Hally, Dingman, Radford, Ehardt, Marohn. Nay – none. Motion carried.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

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ORDINANCE NO. 3114

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 10, CHAPTER 3, TO DEFINE AND REGULATE BED AND BREAKFASTS, LODGING FACILITIES, AND SHORT TERM RENTALS WITHIN CITY LIMITS; PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

Mayor Casper expressed her appreciation to City staff as well as the community members.

There being no further business it was moved by Councilmember Marohn, seconded by Councilmember Hally, to adjourn the meeting at 9:22 p.m.

CITY CLERK

MAYOR

REGULAR AGENDA:



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: April 21, 2017

RE: Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards, Patriot Park Subdivision

Attached is the application for Final Plat, Development Agreement, and Reasoned Statement of Relevant Criteria and Standards for Patriot Park Subdivision. The Planning and Zoning Commission recommended approval of this application at its February 7, 2017, meeting by unanimous vote. Staff concurs with this recommendation. This item is now being submitted to the Mayor and Council for Consideration.

Attachments:

- Vicinity Map
- Aerial Photo
- Final Plat
- Staff Report, February 7, 2017
- Planning and Zoning Commission Minutes, February 7, 2017
- Reasoned Statement of Relevant Criteria and Standards
- Development Agreement

BGC-039-17

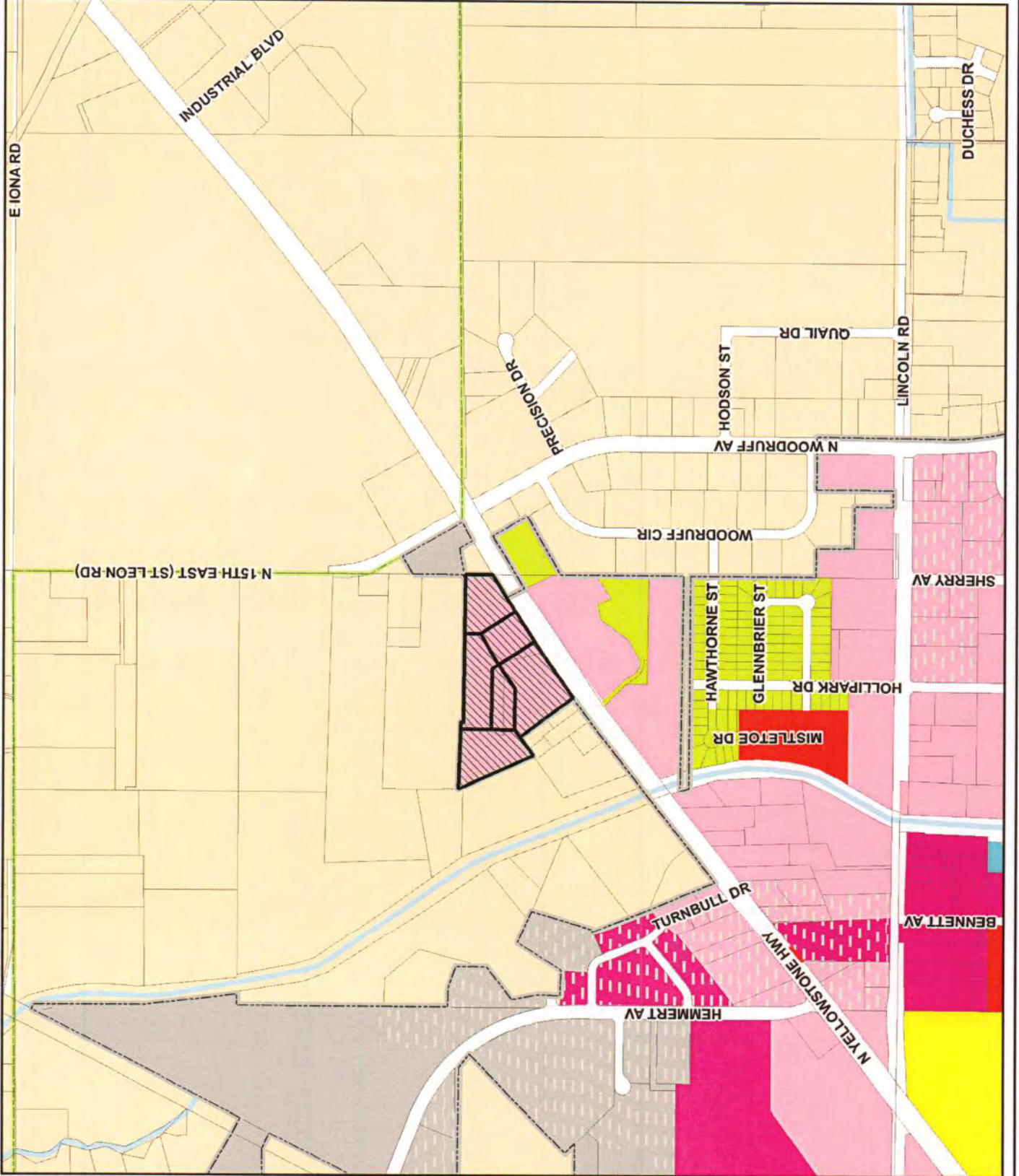
Legend

	Site
	RP
	RP-A
	R-1
	R-2
	R2A
	R-3
	R-3A
	PB
	MS
	RSC-1
	C-1
	HC-1
	CC-1
	GC-1
	R&D-1
	M-1
	I&M-1
	I&M-2
	RMH
	PT-1
	PT-2
	PT-2 & T-1
	PUD
	T-1
	T-2
	30' Setback
	50' Setback
	City Limits
	Area of Impact

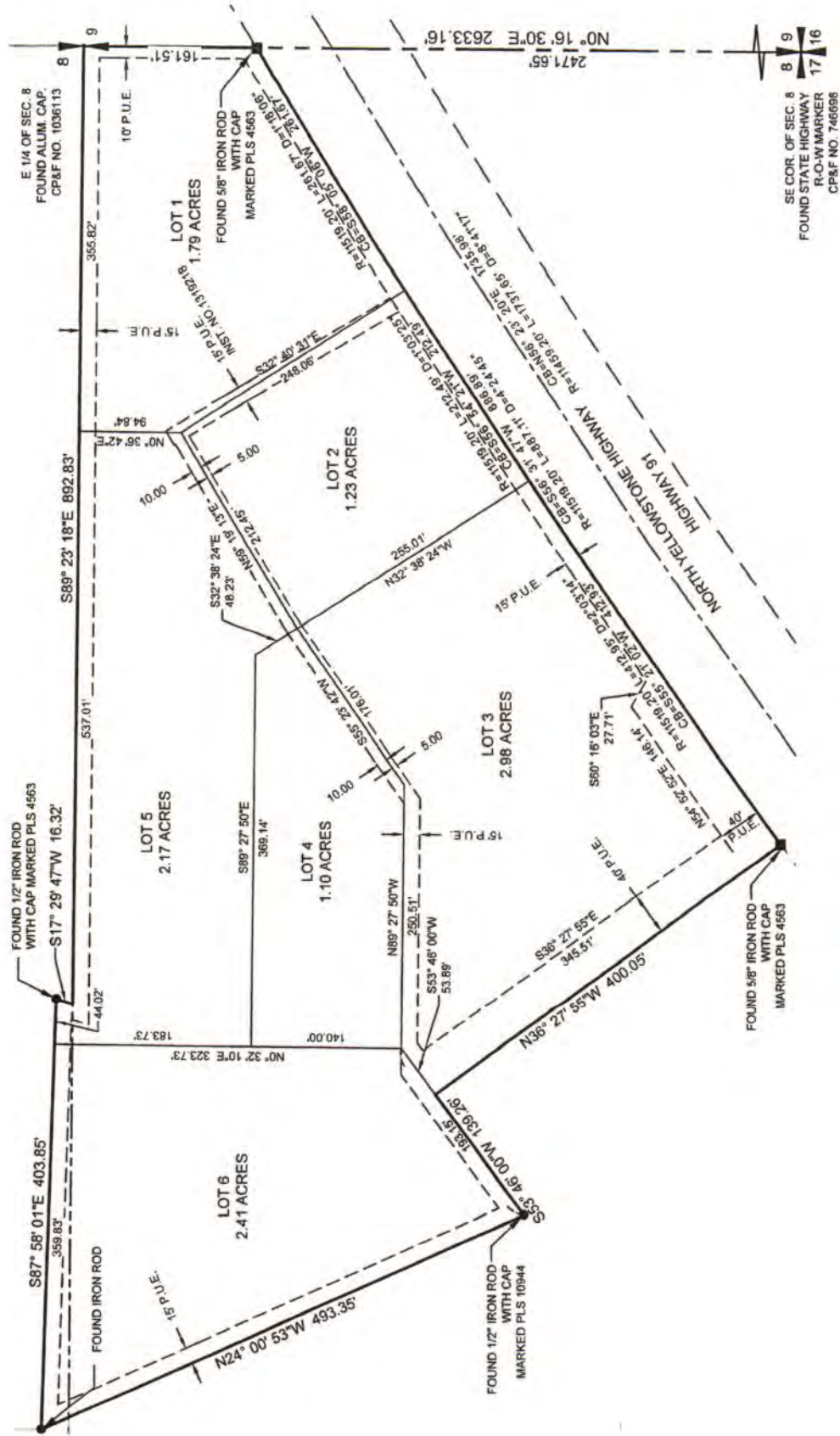
IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276

1" = 800'







IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
FINAL PLAT
Patriot Park Subdivision
February 7, 2017



Applicant: HLE

Location: Generally south of E Iona Rd., west of N 15th E., north or N Yellowstone Hwy., and east of Hemmert Ave.

Size: 11.66 acres

Commercial Lots: 6

Avg. Lot size: 84,652 sq ft

Existing Zoning:

Site: HC-1

North: County IM-3

South: HC-1

East: County C-1

West: Count IM-1/C-1

Existing Land Uses:

Site: Commercial/Undeveloped

North: Salvage Yard

South: Commercial

East: Commercial

West: Commercial/Undeveloped

Future Land Use Map:

Commercial & Highway
Related Industrial

Attachments:

1. Maps and aerial photos

Requested Action: To **recommend** to the Mayor and City Council approval of the final plat for Patriot Park Subdivision.

History: This plat is the redivision of a portion of Idaho Falls State Trailer Supply 1st Amended that was approved in March of 2013. The property was annexed in December of 2007. At the time State Trailer Sales requested three access points to Yellowstone Highway. The City, County, and the Idaho Department of Transportation requested one access point. The Commission recommended approval of the final plat with the condition accesses comply with the Access Management Plan. The Development agreement states:

Access to this Development shall conform to the Idaho Falls Access Management Policy. If access is to be shared with adjacent properties, Developer shall enter into cross access easements with the adjacent property owners.

Staff Comments:

The redivision takes four lots and divides them in six commercial lots. There will be a cross access easement placed on the plat and is noted as a correction on the staffs review comments. The proposed development supports many Comprehensive Plan Policies as noted in this report.

Staff Recommendation: Staff has reviewed the final plat and finds that it complies with the subdivision ordinance. Staff recommends approval of the plat.

Subdivision Ordinance: Boxes with an “X” indicated compliance with the ordinance

REQUIREMENTS	Staff Review
• Purposes listed in Section 10-1-1 as follows:	
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	Access to interior lots will be provided through a cross access easement place on the plat.
Residential lots do not have direct access to arterial streets.	NA
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.	X
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
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.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
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.	NA
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	NA
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	NA
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.	NA
Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	NA

**Comprehensive
Plan Policies:**

Access to commercial properties shall be designed to minimize disruptive effects on traffic flow. Every driveway is an intersection. To remove impediments on traffic flow, access should be governed by the principles found in *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization. Besides limiting the number of access drives, shared accesses should also be explored when reviewing new developments. (pg.49)

Lands served by railroad/airport facilities and near or adjacent to State highways shall be retained for industrial development.

To protect our economy, we need to protect those lands offering railroad access or airport access adjacent to major arterial highways. (pg. 52)

Encourage a number of locations in the City for industry and large employers.

There should be a number of modestly sized sites to offer employers a greater choice of locations and convenience to employees. (pg. 52)

Encourage heavier industries to locate in the northern areas of the community or separate such uses from residential areas by open space or land use buffers.

Heavy industrial processes which generate off-site noise, glare, odor and smoke should be located in areas where compatibility with neighbors is not an issue. (pg. 53)

Zoning Ordinance:

10-3-18: HC-1 LIMITED BUSINESS ZONE

(A) General Objectives and Characteristics.

The HC-1 Limited Business Zone has been established as a district in which the primary use of the land is for retail stores and service establishments to serve the traveling public. This Zone is usually located at specific locations along highways leading into the City, and is characterized by buildings set back from the right-of-way line and having a wide variety of architectural forms and shapes.

The objectives in establishing this zone are to:

- (1) Encourage the development and continued use of the land within the Zone for business purposes.
- (2) To promote safety on the highway.
- (3) To maintain maximum use of highway right-of-way for travel purposes.
- (4) To prohibit uses which tend to thwart or militate against the continued use and development of the land within the zone for its primary purpose.

In order to accomplish the objectives and purposes of this Zoning Code and to promote the essential characteristics of this Zone, the following regulations shall apply in the HC-1 Limited Business Zone:

(B) Use Requirements.

The following uses shall be permitted in the HC-1 Zone:

- (1) Any use permitted in the RSC-1 Residential Shopping Center Zone, and in the C-1 Limited Business Zone, except that dwellings shall not be permitted unless such dwellings are custodial or caretaker's dwellings incidental to the use of the land for commercial purposes.

- (2) Super service stations.
- (3) Automobile sales lots.
- (4) Drive-in eating establishments.
- (5) Machinery sales establishments.
- (6) Amusement enterprises, such as merry-go-rounds, penny arcades, etc.
- (7) Retail establishments with incidental wholesaling, but excluding establishments the principle activity of which is a storage warehouse.
- (8) Auto body shops.
- (9) Beer parlors, taverns and cocktail lounges.
- (10) Open storage areas, provided they are buffered from public streets by:
 - (a) Site planning that uses structures to buffer open storage areas from public streets, or
 - (b) A minimum seven foot (7') foot wide landscaped buffer, which may include a fence or wall at the rear of the buffer.
- (11) Indoor shooting ranges when approved by the Planning Commission as a conditional use.
- (12) Other uses ruled by the Council to be similar to the above listed uses, and in harmony with the objectives and characteristics of this zone.

(C) Area, Width, Location, Height, and Size Requirements.

No requirements, except that all buildings shall be setback a minimum distance of thirty feet (30') feet from any public street except as herein provided and required under the provisions of this Zoning Code.

(D) See Supplementary Regulations to Zones.

(E) Special Provisions.

- (1) No dust, odor, smoke, vibration, or intermittent light, glare or noise shall be emitted which is discernible beyond the premises, except for normal movement of automobile traffic.
- (2) When a development in the HC-1 Zone adjoins land zoned RP, RP-A, RMH, or unincorporated land designated as single-family residential in the Idaho Falls Comprehensive Plan, a thirty foot (30') foot wide landscape buffer with landscaped berm to a height of six feet (6') and trees spaced at twenty foot (20') intervals shall be provided on the property line shared with such residential designation. Natural buffers such as canals may be included within this thirty foot (30') buffer and shall eliminate the need for berms where the canal is elevated or at least twenty feet (20') in width; however, landscaping with trees spaced at twenty foot (20') intervals shall still be provided.
- (3) A landscaped strip at least twenty feet (20') feet in width with lawn, ground cover, shrubbery, and trees at forty foot (40') centers shall be provided and maintained along the development side of the property line bordering any street, except for permitted driveways.

1. PLAT 16-017: FINAL PLAT. Patriot Park Subdivision. Beutler presented the staff report a part of the record. Morrison asked how the property line that goes down the middle of the trailer park will work. Beutler deferred to the applicant.

Applicant: Darryl Kofoed, 985 Capital Ave., Idaho Falls, Idaho. Morrison asked about the property line that goes through the trailer park. Kofoed stated that the trailer park is a non-conforming use and they will eventually have to be removed.

Black moved to recommend to the Mayor and City Council approval of the Final Plat for Patriot Park Subdivision as presented, Morrison seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF PATRIOT PARK SUBDIVISION LOCATED GENERALLY SOUTH OF E IONA RD., WEST OF N 15TH E., NORTH OR N YELLOWSTONE HWY., AND EAST OF HEMMERT AVE.

WHEREAS, the applicant filed an application for a final plat on January 10, 2017; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on February 7, 2017; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on April 27, 2017 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 2013 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 11.66 acre parcel located generally south of E Iona Rd., west of N 15th E., north or N Yellowstone Hwy., and east of Hemmert Ave.
3. The subdivision includes 6 commercial lots.
4. The plat complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the HC-1 Zone.
5. Access is provided to all lots in the development through cross-access easements.
6. The proposed development is consistent with principles of the Comprehensive Plan.
7. 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 of Patriot Park Subdivision.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2017

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
PATRIOT PARK

This DEVELOPMENT AGREEMENT, PATRIOT PARK, (hereinafter called "AGREEMENT"), is made this _____ day of _____, 2017, by and between the CITY OF IDAHO FALLS, IDAHO, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and Wingpointe Apartments Limited Partnership, a partnership of the State of Utah, (hereinafter called "DEVELOPER"), 3600 S. Redwood Road, Salt Lake City, UT 84119.

WITNESSETH:

WHEREAS, DEVELOPERS are 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 the CITY; and

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City 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, 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, have understood it, and have had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

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 and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement Plans. 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 of final 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 final 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. Such 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 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") licenses 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" 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 original 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. Acceptance of the Subdivision 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 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 and against every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. Subject to Section 12 of this Agreement, 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, Charges, and Costs. In the event DEVELOPER fails or refuses to pay any of the fees, charges, or costs set forth herein, specifically including but not limited to the amounts shown in Exhibit B, CITY may declare the entire unpaid balance to be immediately due and payable and may 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.

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 stormline 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 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. Subject to Section 12 of this Agreement, 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 DEVELOPERS have agreed to convey to CITY pursuant to this AGREEMENT. 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 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. 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 Fees. 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. Water Rights Disclosure Prior to the approval of the Subdivision plat, DEVELOPER shall provide notice upon the plat identifying the irrigation district that includes all lots within the plat and declares that that all property within the plat will remain subject to assessments levied by the irrigation district.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the final Improvement Plans is approved and accepted by such entity.

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

27. **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.

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

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

DEVELOPER

By _____
D. Ray Hult

STATE OF IDAHO)
)ss.
County of Bonneville)

On this _____ day of _____, 2017, before me, the undersigned, a notary public, in and for said State, 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 such City executed the same.

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

(Seal)

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

STATE OF Idaho)
) ss:
County of Bonnerville)

On this 13th day of April, 2017, before me, the undersigned, a notary public, in and for said State, personally appeared D. Ray Hult, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he/she is authorized to do so.

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

(Seal)



Karen Stoddart
Notary Public of Idaho
Residing at: Jefferson Co.
My Commission Expires: 8/24/2021

"EXHIBIT A"

Patriot Park

PART OF E1/2 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 38 EAST, B.M.,
BONNEVILLE COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8 FROM WHICH THE
SOUTHEAST CORNER OF SAID SECTION BEARS
S 00°16'30" E 2633.16 FEET; THENCE S 00°16'30" E 161.51 FEET ALONG THE EAST LINE
OF SAID SECTION 8 TO A POINT OF CURVE ON THE NORTHWESTERLY RIGHT OF WAY
OF U.S. HIGHWAY 91; THENCE SOUTHWESTERLY TO THE LEFT ALONG SAID CURVE
887.11 FEET; (CURVE DATA RADIUS = 11,519.20 FEET, DELTA = 04°24'45") CHORD
BEARS S 56°31'47" W 886.89 FEET; THENCE N 36°27'55" W 400.05 FEET; THENCE S
53°46'00" W 139.26 FEET; THENCE N 24°00'53" W 493.35 FEET; THENCE
S 87°58'01" E 403.85 FEET; THENCE S 17°29'47" W 16.32 FEET; THENCE S 89°23'18" E
892.83 FEET TO THE POINT OF BEGINNING AND IS SUBJECT TO ALL EASEMENTS OF
RECORD.

PARCEL CONTAINS 11.66 ACRES, MORE OR LESS.

EXHIBIT "B"

SPECIAL CONDITIONS FOR PATRIOT PARK, LOTS 1-6

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for Lots 1-6 in this Subdivision is Fourteen Thousand One Hundred Sixty-two Dollars and Fifty Cents (\$14,162.50) (5.655 acres zoned Commercial at \$2,500 per acre); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 1,416.25
June 1, 2017	\$ 3,186.56
September 1, 2017	\$ 3,186.56
December 1, 2017	\$ 3,186.56
March 1, 2018	\$ 3,186.57
TOTAL	\$14,162.50

S-C 2.00 Surface Drainage Fee. The surface drainage fee for Lots 1-6 in this Subdivision is One Thousand Eight Hundred Fifty Dollars and Seventy-Six Cents (\$1,850.76) (246,767 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution of this Agreement	\$ 185.08
June 1, 2017	\$ 416.42
September 1, 2017	\$ 416.42
December 1, 2017	\$ 416.42
March 1, 2018	\$ 416.42
TOTAL	\$ 1,850.76

S-C 3.00 Yellowstone Highway Access. Access to this Development shall conform to the Idaho Falls and ITD Access Management Policy. If access is to be shared with adjacent properties, DEVELOPER shall enter into cross access easements with the respective adjacent property owners.

S-C 4.00 Sewer Main Connection Fee. Front foot fees will not be assessed to this Development for the existing sanitary sewer main located in the Yellowstone Highway (US 26). The sanitary sewer main was installed and paid for as part of Bonneville County LID No. 2; however, DEVELOPER shall still be responsible for CITY connection fees associated with plumbing and building permits.

S-C 5.00 Water Line Connection Fee. Front foot fees will not be assessed to this Development for the existing water main located in the Yellowstone Highway (US 26); however, DEVELOPER shall still be responsible for connection fees associated with plumbing and building permist.

S-C 6.00 Storm Drainage. Storm Drainage will be designed and constructed to accommodate drainage of the lots within the Development by DEVELOPER. The storm drainage system shall meet the City Storm Drainage Policy.

S.C. 7.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will 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 is to be initiated by DEVELOPER following annexation.



MEMORANDUM

TO: Rebecca Casper, Mayor
FROM: Ryan Tew, Human Resource Department Director
DATE: April 20, 2017
RE: Rescission of the City of Idaho Falls Civil Service System

Pursuant to discussion held during the March 20, 2017 City Council Work Session, the Human Resources Department respectfully requests that the Council consider and vote on an ordinance rescinding the Civil Service System of Idaho Falls, and, that upon passage that the ordinance be read in its entirety pursuant to Idaho Code, be placed on the April 27, 2017 City Council Agenda.

COUNCIL AGENDA ACTION: Consider and vote on an Ordinance rescinding City Code Title 2, Chapter 4, and the rules and procedures adopted thereunder; and, upon passage, conduct a third reading of the Ordinance in its entirety (or reject the Ordinance or take other action as deemed appropriate).

ATTACHED:

1. Draft ordinance, rescinding Title 2, Chapter 4, and the rules and procedures governing civil service practices for certain City employees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the system of civil service and the City Civil Service Commission in Idaho Falls regulates the hiring and promotions in the City fire department and police department; and

WHEREAS, the Council has reviewed the efficacy, efficiency, and desirability of continuing the Civil Service Commission and City hiring and promotion rules regulated by civil service; and

WHEREAS, the Council believes that City has well-established and fair processes currently in its Personnel Policy Manual that ensure that hirings and promotions for all City employees are fair and based upon merit and experience; and

WHEREAS, the Personnel Policy Manual allows greater flexibility in the design and execution of processes for hiring and promotion than are available within the City's civil service systems; and

WHEREAS, the majority of City employees have never been within the civil service system but continue to fare very well under the Personnel Policy Manual practices established by City; and

WHEREAS, the civil service system applies to only two hundred eight (208) City fire and police department employees of the six hundred forty-six (646) City employees and applies to none of the City's part time, seasonal, or casual employees; and

WHEREAS, the rescission of Title 2, Chapter 4, of the Idaho Falls City Code by this Ordinance is not intended to and it shall not adversely affect any rights or agreements of firefighters who are employed by City or who are members of Idaho Falls Firefighters Union Local No. 1565 and have exercised their recognized collective bargaining rights.

WHEREAS, none of the twenty-two (22) cities in Idaho with a population of greater than ten thousand (10,000) has a civil service system for a police department other than Idaho Falls; and

WHEREAS, all major Idaho cities (other than Idaho Falls) that had a civil service system for police have discontinued the use of civil service; and

WHEREAS, the Council is confident that rescission of the civil service system will sustain practices for hiring and promotion under the City's general hiring procedures that are fair, just, and reasonable; and

WHEREAS, pursuant to Idaho Code, the City has caused to be published in one (1) issue of the Idaho Falls Post Register (the official newspaper of the City) not less than ten (10) days immediately preceding the first reading of this Ordinance; and

WHEREAS, additionally, this Ordinance will not be passed until it has been read at length at three (3) different days in a public meeting, each at least seven (7) days apart; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Title 2, Chapter 4, of the City Code of the City of Idaho Falls, Idaho, and all civil service rules and procedures promulgated thereunder, are hereby rescinded in their entirety, pursuant to Idaho Code Section 50-1601(B).

SECTION 2. The rescission of Title 2, Chapter 4, of the Idaho Falls City Code (and all civil service rules and procedures promulgated thereunder) is not intended to and shall not have any adverse effect on any negotiated agreement between the City of Idaho Falls and Idaho Falls Firefighters Union Local No. 1565, or the rights contained in such an agreement or agreements.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 4. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2017.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
RESCINDING TITLE 2, CHAPTER 4, GOVERNING CIVIL SERVICE
PRACTICES FOR CITY EMPLOYEES; RESCINDING ALL CIVIL SERVICE
RULES AND PROCEDURES PROMULGATED THEREUNDER; PROVIDING
FOR SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY,
AND ESTABLISHING EFFECTIVE DATE."

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

TO: Mayor and City Council

FROM: Municipal Services Department

DATE: April 17, 2017

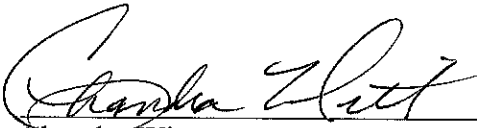
RE: RFQ #17-055 Heritage Park Development Project Bid Rejection


Municipal Services is recommending the rejection of Request for Qualification (RFQ) 17-055, Heritage Park Development Project due to a discrepancy on page 3 of the RFQ document. Upon receipt and review of the vendor responses on Friday, April 14, City staff identified a sentence that requested a cost estimate within the preparation instructions was not removed from a previously issued RFQ.

Pursuant to Idaho Code §67-2320, the City must evaluate on the basis of qualifications and demonstrated competence for the type service required. This discrepancy has a material impact on the process and therefore, Municipal Services is requesting the approval to reject all proposals and release a correct RFQ document upon approval.

Respectfully,


Pamela Alexander
Municipal Services Director


Chandra Witt
General Services Administrator


Heidi Carlson
Purchasing Agent

PREPARATION INSTRUCTIONS

Proposals shall conform to the following instructions. Any non-conforming proposal will be rejected.

Five (5) complete copies of the proposal must be received by Friday, April 14, 2017 at 4:00 P.M. MDT. Please also include a digital version of the proposal in PDF format via e-mail to: hcarlson@idahofallsidaho.gov. No information submitted by facsimile or electronic mail will be accepted except as noted above or unless otherwise requested by the City during the proposal review process. Submittals of both hard copy and PDF formats received after 4:00 P.M. on Friday, April 14, 2017 will not be accepted.

Proposals may be sent to: Heidi Carlson
Purchasing Division
City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405-0220

OR

Proposals may be hand delivered to: Heidi Carlson
Purchasing Division
308 Constitution Way
Idaho Falls, Idaho 83402

FORMAT

- The maximum length of the submittal shall be (fifteen) 15 pages.
- The introductory letter, organization chart, and resumes shall count in the page total.
- The Critical Path Diagram (CPD) does not count in the proposal page total.
- Front and back cover pages are acceptable, and do not count in the proposal page total. Cover pages shall only identify the consultant, sub-consultants, and project.
- Except as otherwise noted, pages shall be 8 1/2 x 11 inches and single sided.
- Type style shall be not more than six lines per vertical inch and not smaller than 12 point.
- Section tab dividers are not allowed.

All submittals shall provide the following information for consideration and state the period they shall remain in effect:

- a. Introductory Letter: please include a cover letter summarizing your firm's background, resources, relevant experience and cost estimates for each task and a total cost estimate for the entire project.
- b. Descriptions of firm qualifications as outlined. This should identify the project manager and the day-to-day contact person for the job. Please also include a resume for each of the key team members.



MEMORANDUM

TO: Honorable Mayor & City Council
FROM: Chris H Fredericksen
DATE: April 21, 2017
RE: Right of Way Vacation – Joelle Avenue and a portion of Tara Street

As earlier authorized, the City Attorney has prepared the attached documents to vacate the Joelle Avenue Right-of-Way and a portion of Tara Street within the Freeway Commercial Center development. The developer, in turn, has agreed to dedicate the needed additional Right-of-Way for construction of a cul-de-sac at the end of the existing Tara Street and a public utility and access easement along the alignments of the vacated roadways. See attached drawings.

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

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A RIGHT-OF-WAY LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Joelle Avenue and Tara Street are platted roadways; and

WHEREAS, the Developer would like to vacate Joelle Avenue and a portion of Tara Street to better facilitate the use of the property; and

WHEREAS, the Public Works Department and Council have agreed to the vacation, as long as easements are provided for utility needs; and

WHEREAS, the Developer has provided for the utilities in those easements.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

SECTION 1. Vacation. The City hereby vacates the following right-of-way, also shown in Exhibit "A" and attached hereto and incorporated herein:

Commencing at the West quarter corner of Section 24, Township 2 North, Range 37 East, Boise Meridian, Bonneville County, Idaho, and running thence along the West section line S00°12'14"E. 500.00 feet; thence N88°30'17"E 60.47 feet to a point on the North right of way of Tara Street point also being the point of beginning and running thence N88°30'17"E 279.54 feet along the north right of way of Tara Street to a point on the West right of way of Joelle Avenue; thence N00°11'42"W 366.45 feet along the West right of way of Joelle Avenue, thence S89°55'05"E 50.00 feet to a point on the East right of way of Joelle Avenue, thence S00°11'42"E 339.50 feet along the East right of way of Joelle Avenue to a point of a curve with a radius of 25.00 feet and a chord that bears S45°50'43"E 35.75 feet; thence to the left along said curve 39.83 feet thru a central angle of 91°18'01" to a point on the North right of way of Tara Street; thence N88°30'17"E 282.90 feet along the North right of way of Tara Street to a point on a curve with a radius of 50.00 feet and a chord that bears S46°29'56"E 70.72 feet; thence left along said curve 78.56 feet thru a central angle of 90°01'11" to a point on the South right of way of Tara Street; thence S88°30'17"W 688.03 feet along the South right of way of Tara Street; thence N01°29'25"W 50.00 feet to the point of beginning, containing 1.168 acres.

SECTION 2. Exceptions from Vacation. Vacation of property described in Section 1 of this Ordinance shall not include other easements, or franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be, and the same is hereby vacated in its entirety, and shall revert to property owners as follows:

Vacation of property described in Section 1 of this Ordinance, shall be to Japheth, LLC,
971 E. Winding Creek Drive, Ste. 117, Eagle, ID 83616.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of April, 2017.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING
FOR THE VACATION OF A RIGHT-OF-WAY LOCATED WITHIN THE
CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF
THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED
RIGHT-OF-WAY SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS
ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL
FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL, AND
PUBLICATION ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)



IDAHO FALLS (208) 542-2665
REXBURG (208) 359-2665

April 21, 2017

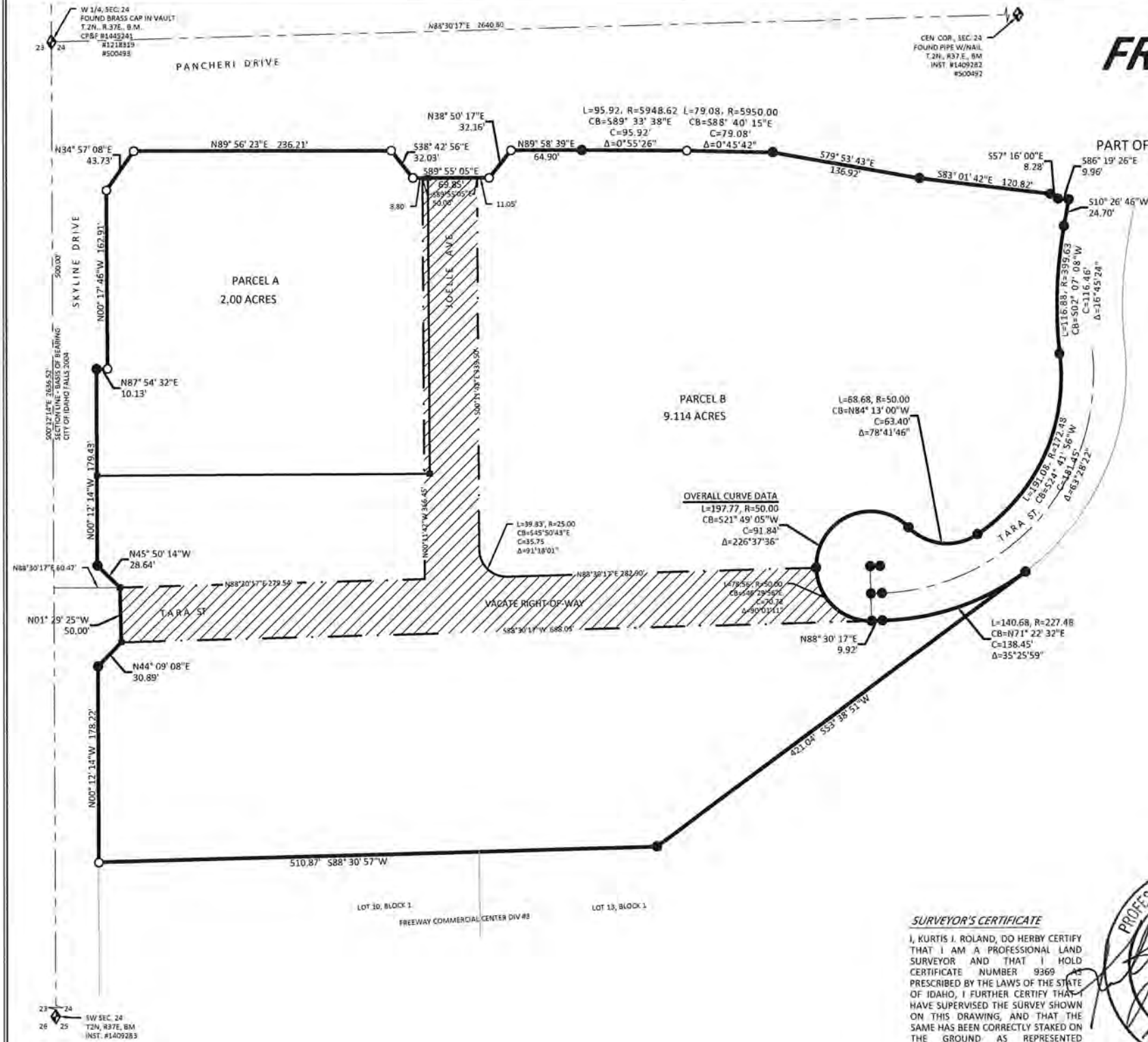
"EXHIBIT A"

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND RUNNING THENCE ALONG THE WEST SECTION LINE $S00^{\circ}12'14''E$ 500.00 FEET; THENCE $N88^{\circ}30'17''E$ 60.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF TARA STREET POINT ALSO BEING THE POINT OF BEGINNING AND RUNNING THENCE $N88^{\circ}30'17''E$ 279.54 FEET ALONG THE NORTH RIGHT OF WAY OF TARA STREET TO A POINT ON THE WEST RIGHT OF WAY OF JOELLE AVENUE; THENCE $N00^{\circ}11'42''W$ 366.45 FEET ALONG THE WEST RIGHT OF WAY OF JOELLE AVENUE; THENCE $S89^{\circ}55'05''E$ 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF JOELLE AVENUE; THENCE $S00^{\circ}11'42''E$ 339.50 FEET ALONG THE EAST RIGHT OF WAY OF JOELLE AVENUE TO A POINT OF A CURVE WITH A RADIUS OF 25.00 FEET AND A CHORD THAT BEARS $S45^{\circ}50'43''E$ 35.75 FEET; THENCE TO THE LEFT ALONG SAID CURVE 39.83 FEET THRU A CENTRAL ANGLE OF $91^{\circ}18'01''$ TO A POINT ON THE NORTH RIGHT OF WAY OF TARA STREET; THENCE $N88^{\circ}30'17''E$ 282.90 FEET ALONG THE NORTH RIGHT OF WAY OF TARA STREET TO A POINT ON A CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS $S46^{\circ}29'56''E$ 70.72 FEET; THENCE LEFT ALONG SAID CURVE 78.56 FEET THRU A CENTRAL ANGLE OF $90^{\circ}01'11''$ TO A POINT ON THE SOUTH RIGHT OF WAY OF TARA STREET; THENCE $S88^{\circ}30'17''W$ 688.03 FEET ALONG THE SOUTH RIGHT OF WAY OF TARA STREET; THENCE $N01^{\circ}29'25''W$ 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.168 ACRES.



VACATE RIGHT-OF-WAY MAP
**FREEWAY COMMERCIAL
CENTER DIV No. 3**

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.2N., R.37E., B.M., CITY OF IDAHO FALLS
BONNEVILLE COUNTY, IDAHO



LEGEND

- P.O.B. POINT OF BEGINNING
- PROPERTY LINE
- SECTION LINE
- CENTER LINE
- FOUND 5/8" IRON ROD W/ALUMINUM CAP PLS 10786 OR OTHERWISE AS NOTED.
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED P.L.S. 9369
- SET 1/2" IRON ROD W/YELLOW PLASTIC CAP MARKED P.L.S. 9369
- SECTION CORNER AS NOTED
- STREET RIGHT-OF-WAY VACATION AREA



50' VACATE RIGHT-OF-WAY DESCRIPTION

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND RUNNING THENCE ALONG THE WEST SECTION LINE 500'12'14"E 500.00 FEET; THENCE N88°30'17"E 80.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF TARA STREET POINT ALSO BEING THE POINT OF BEGINNING AND RUNNING THENCE N88°30'17"E 279.54 FEET ALONG THE NORTH RIGHT OF WAY OF TARA STREET TO A POINT ON THE WEST RIGHT OF WAY OF JOELLE AVENUE; THENCE N00°11'42"W 366.45 FEET ALONG THE WEST RIGHT OF WAY OF JOELLE AVENUE; THENCE S89°55'05"E 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF JOELLE AVENUE; THENCE S00°11'42"E 339.50 FEET ALONG THE EAST RIGHT OF WAY OF JOELLE AVENUE TO A POINT OF A CURVE WITH A RADIUS OF 25.00 FEET AND A CHORD THAT BEARS S45°50'43"E 35.75 FEET; THENCE TO THE LEFT ALONG SAID CURVE 39.83 FEET THRU A CENTRAL ANGLE OF 91°18'01" TO A POINT ON THE NORTH RIGHT OF WAY OF TARA STREET; THENCE N88°30'17"E 282.90 FEET ALONG THE NORTH RIGHT OF WAY OF TARA STREET TO A POINT ON A CURVE WITH A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS S46°29'56"E 70.72 FEET; THENCE LEFT ALONG SAID CURVE 78.56 FEET THRU A CENTRAL ANGLE OF 90°01'11" TO A POINT ON THE SOUTH RIGHT OF WAY OF TARA STREET; THENCE S88°30'17"W 688.03 FEET ALONG THE SOUTH RIGHT OF WAY OF TARA STREET; THENCE N01°29'25"W 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.168 ACRES.

SURVEYOR'S CERTIFICATE

I, KURTIS J. ROLAND, DO HERBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NUMBER 9369 AS PRESCRIBED BY THE LAWS OF THE STATE OF IDAHO, I FURTHER CERTIFY THAT I HAVE SUPERVISED THE SURVEY SHOWN ON THIS DRAWING, AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS REPRESENTED HEREON.

KURTIS J. ROLAND
IDAHO P.L.S. NO. 9369



**EAGLE ROCK
ENGINEERING**
CIVIL PLANNING & SURVEYING
IDAHO FALLS, IDAHO

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1331 Fremont Ave. Idaho Falls, Idaho 83402	KURT J. ROLAND
	17021
	PROJECT NO.
	17021
	SCALE:
	1"=120'
	DATE:
	APRIL 21, 2017
	REVISION:
	CAD NAME:
	FREEWAY COMMERCIAL ROS.DWG