

# **A G E N D A**

IDAHO TRANSPORTATION BOARD

May 16-17, 2018



# AGENDA

Regular Meeting of the  
Idaho Transportation Board

May 16-17, 2018

**KEY:**

A = Action

D = Discussion

I = Information

ADM = Administration

CD = Chief Deputy

OP = Operations

**May 16, 2018**

Page

**Time\***

**1. DISTRICT 5 TOUR**

Depart La Quinta Inns & Suites, 1440 Bench Road, Pocatello, I-86 west.....	<b>7:30</b>
Arrive Pocatello Airport; pick up passengers.....	<b>8:00</b>
Depart Airport, I-86 east and I-15 north .....	<b>8:10</b>
Arrive Fort Hall; meet with Shoshone Bannock Tribal officials .....	<b>8:30</b>
Depart Fort Hall, I-15 south .....	<b>9:30</b>
Arrive Eaton Metals; tour.....	<b>10:00</b>
Depart Eaton Metals; I-15 south and US-91 south.....	<b>11:00</b>
Arrive Downey maintenance shed; lunch and presentations.....	<b>12:00</b>
Depart Downey maintenance shed; US-91 north and I-15 north .....	<b>1:30</b>
Arrive Idaho State Police, 5255 S. 5 <sup>th</sup> Ave., Pocatello; tour facility and miscellaneous presentations .....	<b>2:30</b>
Depart Idaho State Police .....	<b>4:00</b>
Arrive La Quinta Inns & suites, Pocatello, tour ends.....	<b>4:15</b>

\*All listed times are estimates only. The Board reserves the right to move agenda items and adjust the time schedule. The meeting is open to the public, except for the executive session.



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**May 17, 2018**  
Idaho State Police  
5255 South 5<sup>th</sup> Avenue  
Pocatello, Idaho

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**Pre-meeting agenda review**

<b>D</b>	<b>2. EXECUTIVE SESSION</b>	<b>8:00</b>
	PERSONNEL ISSUES [SECTION 74-206(a), (b)]	
	LEGAL ISSUES [SECTION 74-206(c), (d), (f)]	
	<b>3. BREAK</b>	<b>9:45</b>
<b>A</b>	<b>4. BOARD MINUTES – April 18-19, 2018 .....</b>	<b>7      10:00</b>
<b>A</b>	<b>5. BOARD MEETING DATES.....</b>	<b>17</b>
	June 20-21, 2018 – District 4	
	July 18-19, 2018 – District 6	
	August 15-16, 2018 – District 1	
<b>A</b>	<b>6. CONSENT CALENDAR.....</b>	<b>18</b>
ADM	A ___ FY19 out-of-state travel budget .....	19
CD	A ___ Modify the Public Transit Program.....	21
OP	A ___ Adjust the Local Highway Programs .....	22
OP	A ___ Funding additional projects for Children Pedestrian Safety Program.....	25
OP	A ___ Advance US-95, Windfall Pass Curve, Benewah County to FY18 .....	29
OP	A ___ Delay obligation authority loan payback to develop Hawthorne and Quinn Roads, Chubbuck in 2019-2020.....	30
OP	A ___ HDR term agreement extension on Union Pacific Railroad bridge .....	31
OP	A ___ Request to approve consultant agreements .....	32
OP	A ___ Approval of contract awards .....	35
OP	A ___ Approval of contracts for rejection .....	55
<b>I</b>	<b>7. INFORMATIONAL CALENDAR</b>	
ADM	I ___ State FY18 financial statements .....	60
ADM	I ___ Monthly report of federal formula program funding through April.....	76
ADM	I ___ Non-construction professional service contracts.....	78
OP	I ___ Contract award information and current advertisements .....	79
OP	I ___ Professional services agreements and term agreement work tasks report.....	84

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			Page #	Time*
<b>I</b>	<b>8. ADOPT-A-HIGHWAY PRESENTATION:</b>			
	Itafos, Conda Phosphate Operations			<b>10:05</b>
<b>I</b>	<b>9. DIRECTOR’S REPORT</b>			<b>10:10</b>
	<b>10. AGENDA ITEMS</b>			
OP	I	___ Driving Under the Influence Collaborative Enforcement .....	92	<b>10:45</b>
		Tomlinson/Morgan/Stanford		
OP	I	___ Idaho Traffic Safety Commission annual report .....	93	<b>11:10</b>
		Stokes/Tomlinson		
OP	I	___ Highway Safety Plan .....	94	<b>11:20</b>
		Tomlinson		
OP	A	___ Update of safety rest areas and oasis partnerships .....	95	<b>11:30</b>
		Fernandez <i>(Resolution on page 97)</i>		
OP	A	___ Hammett Business Loop and Union Pacific Railroad Bridge .....	98	<b>11:35</b>
		Lakey <i>(Resolution on page 104)</i>		
OP	A	___ STAR agreement for US-20/26 .....	105	<b>11:45</b>
		Lakey <i>(Resolution on page 138)</i>		
	<b>11. LUNCH (working lunch**)</b>			<b>12:00</b>
I	<b>DISTRICT 5 REPORT:</b> District Engineer Ed Bala			
	<b>12. AGENDA ITEMS, continued</b>			
OP	I	___ Introduction to new Federal Highway Administration performance measures requirements .....	139	<b>12:45</b>
		Munn		
OP	D	___ Idaho Transportation Department Long-Range Transportation Plan .....	193	<b>1:45</b>
		Kanownik		
ADM	A	___ Distribution of FY18 Highway Infrastructure Program funds .....	194	<b>2:05</b>
		Drake <i>(Resolution on page 196)</i>		

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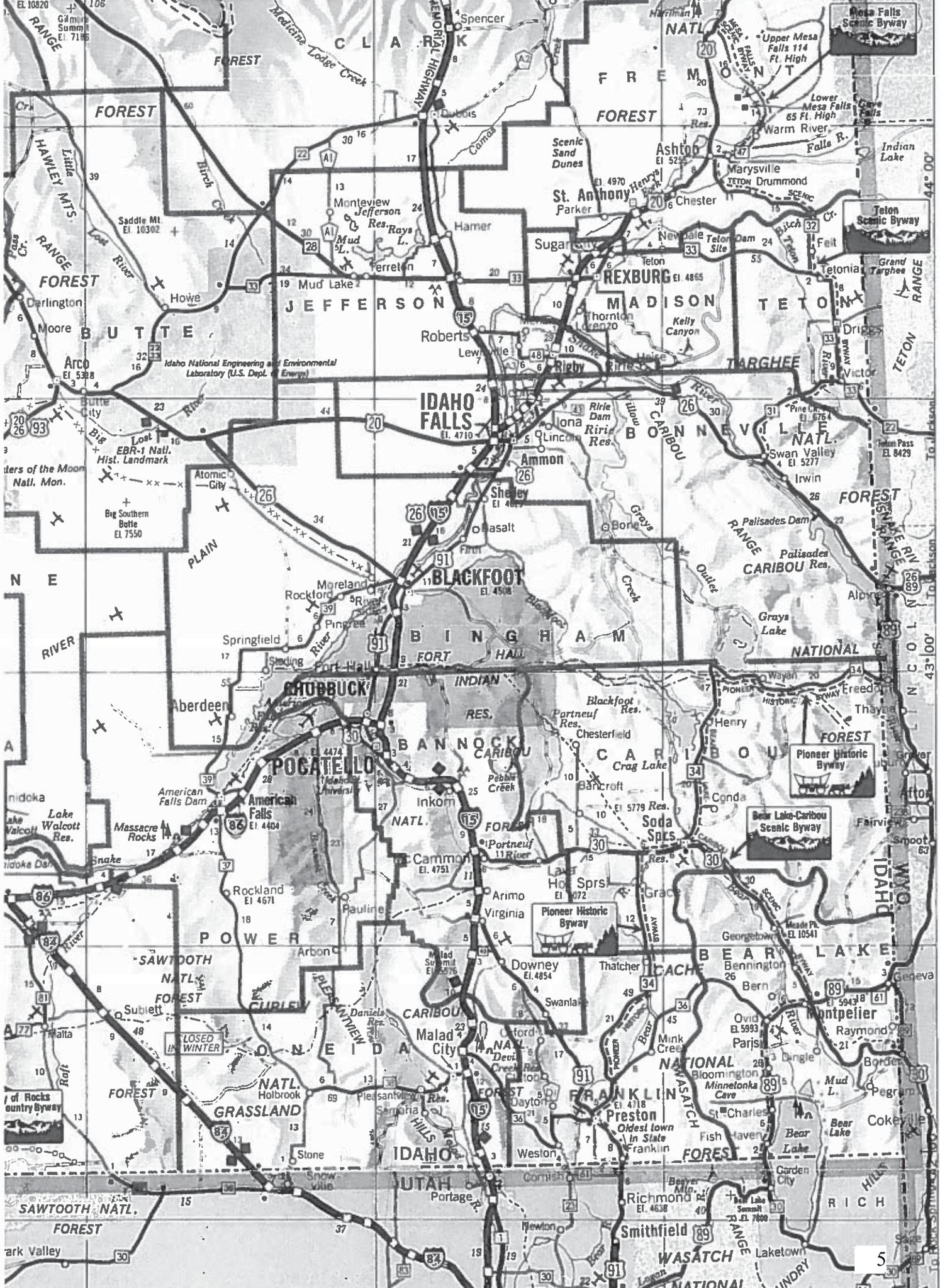
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<b>A</b>	<b>13. POLICY APPROVAL</b>	197	<b>2:15</b>
	Board Policy 4001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts .....	198	
	deletion of B4010 Authority to Sign Agreements, Compacts, or Arrangements with other State on behalf of Idaho .....	206	
	Administrative Policy 5001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts .....	207	
	formerly: A-01-09, Authority to Sign Contracts, Agreements, or Grants and their Registration.....	219	
	A-06-08, Professional Services Agreements .....	225	
	A-14-06, Approval of Plans/Specifications/Estimates and the Award of Construction Projects .....	228	
	A-30-02, Authority to Sign Agreements, Compacts, or Arrangements with other State on behalf of Idaho.....	229	

*\*\*The meal will be served and reimbursed by the department. Meal reimbursement will not be claimed by any employee participating in the working lunch. Attendance is mandatory.*

SSH:May2018agenda;5/9/18

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Mesa Falls Scenic Byway

Teton Scenic Byway

Pioneer Historic Byway

Bear Lake-Caribou Scenic Byway

Pioneer Historic Byway

Sawtooth Natl. Forest Scenic Byway

**MAY 16-17, 2018**  
**BOARD MEETING IN DISTRICT 5**

Travel and Lodging Accommodations

Tuesday – May 15, 2018

Pocatello

Arrive; overnight at La Quinta, 1440 Bench Road;  
ph. 208-234-7500

Gagner - #3231344031

Kempton - #3233864463

K. Allen - #3233525806

Rindlisbacher - # 3227416836

Boise

Arrive at Oxford Suites, 1426 S. Entertainment Ave., #208-322-8000  
Coleman - #77668 Vassar - #77669

Wednesday – May 16, 2018

7:00 AM Boise

King Air departs: L. Allen, Coleman, Higgins, McGrath, Stokes,  
Vassar, and Whitehead

7:30 AM Pocatello

Tour bus departs La Quinta

8:00 AM “

Arrive at Av Center; tour District 5

4:15 PM “

Arrive La Quinta; tour ends

6:00 PM “

Meet in lobby for dinner

6:30 PM “

Dinner at Portneuf Valley Brewery

“

Overnight at La Quinta, 1440 Bench Road, ph. 208-234-7500

L. Allen - #3235075830

Stokes - #3233135014

Coleman - #3232021345

Vassar - #3236091801

Higgins - #3227657795

Whitehead - #3234834871

McGrath - #3235753144

Thursday – May 17, 2018

7:30 AM Pocatello

Depart hotel for meeting

8:00 AM “

Business meeting at ISP; 5255 South 5<sup>th</sup> Avenue

2:30 PM “

Estimated time of adjournment; depart

3:15 PM “

King Air departs: L. Allen, Coleman, Higgins, McGrath,  
Ness, Stokes, Vassar, and Whitehead

4:15 PM Boise

King Air arrives

REGULAR MEETING AND DISTRICT TWO TOUR  
OF THE IDAHO TRANSPORTATION BOARD

April 18-19, 2018

The Idaho Transportation Board convened at 11:00 AM on Wednesday, April 18, 2018 in Lewiston, Idaho. The following principals were present:

Jerry Whitehead, Chairman  
Lee Gagner, Vice Chairman – District 6  
Janice B. Vassar, Member – District 2  
Julie DeLorenzo, Member – District 3  
Jim Kempton, Member – District 4  
Dwight Horsch, Member – District 5  
Brian W. Ness, Director  
Larry Allen, Deputy Attorney General  
Sue S. Higgins, Executive Assistant and Secretary to the Board

Board Minutes. Member Vassar made a motion to approve the minutes of the regular Board meeting held on March 14-15, 2018 as submitted. Member Horsch seconded the motion and it passed unopposed.

Board Meeting Dates. The following meeting dates and locations were scheduled:  
May 16-17, 2018 – District 5  
June 20-21, 2018 – District 4  
July 18-19, 2018 – District 6

Consent Items. Vice Chairman Gagner made a motion, seconded by Member Vassar, and passed unopposed, to approve the following resolution:

RES. NO.       WHEREAS, consent calendar items are to be routine, non-controversial, self-explanatory items that can be approved in one motion; and  
ITB18-10

WHEREAS, Idaho Transportation Board members have the prerogative to remove items from the consent calendar for questions or discussion.

*NOW THEREFORE BE IT RESOLVED*, that the Board approves the 2017 Children Pedestrian Safety update; advancing US-12, Valley View Drive Turnbay from FY21 to FY18; advancing FY19 Elmore County Sealcoats to FY18; modifying the Americans with Disabilities Act Ramp Program; the HDR term agreement extension; exceeding the \$1 million limit on consultant agreement with WSP; the request to exceed \$1 million professional services agreement limit; the request to exceed \$1 million professional services agreement limit; the request to exceed \$1 million professional services agreement limit; the request to exceed \$1 million professional services agreement limit; Hammett Business Loop and Union Pacific Railroad Bridge; and contracts for award.

April 18, 2018

1) 2017 Children Pedestrian Safety Update. The City of Marsing has requested a decrease in its Children Pedestrian Safety project from \$175,000 to \$35,326. The Local Highway Technical Assistance Council and staff request approval to decrease the City of Marsing's project to \$35,326 and to direct \$100,000 of those savings to the City of Shelley for a High Intensity Activated Crosswalk at the intersection of US-91 and Locust Street.

2) Advance US-12, Valley View Drive Turnbay. Staff requests the advancement of US-12, Valley View Drive Turnbay, key #20011 from FY21 to FY18 using prior year closeout funds. The \$680,000 safety project has been delivered for advertisement.

3) Advance FY19 Elmore County Sealcoats. Staff requests advancing the \$1,325,000 FY19 Elmore County Sealcoats project, key #19961, to FY18 utilizing prior year closeout funds. The project has been delivered for advertisement.

4) Modify the Americans with Disabilities Act (ADA) Ramp Program. Due to previous modifications, funding opportunities are available to advance three ADA Ramp projects. Staff requests advancing the projects and adjusting the Idaho Transportation Improvement Program. The sponsors concur with advancing the projects from FY19 to FY18: US-93, Twin Falls 11 ADA Ramps, key #20369 - \$60,000; SH-51, Mountain Home 14 ADA ramps, key #20393 - \$59,550; and US-20, Idaho Falls 5 ADA ramps - \$30,000.

5) HDR Term Agreement Extension. HDR was selected to perform wetland delineation, hydraulic analysis and report, and topographic and right-of-way survey for the SH-46, Big Wood River Bridge project, key #20623. To meet the Plans, Specifications, and Estimates (PS&E) delivery date of September 2018, staff requests approval to exceed the consultant term agreement limit of \$1,500,000 by approximately \$71,000 so HDR can continue work on this project.

6) Request to exceed the \$1 Million Limit on Consultant Agreement with WSP. The I-90, Blue Creek Bay Bridges project, key #19431, was expected to be completed in three phases. WSP was selected to develop the bridge asset management plan as part of Phase 1 for \$255,600. Phase 2 includes preliminary design through PS&E for \$555,000. The project has been awarded for construction and staff requests using WSP as the Engineer of Record, which will bring the total agreements for WSP to \$1,155,400, exceeding the \$1 million limit.

7) Request to Exceed \$1 Million Professional Services Agreement Limit. In July 2017, the Board approved exceeding \$1 million for Phase I of the I-84, Karcher Road Interchange to Franklin Boulevard Interchange project, key #20315. Parametrix was selected to perform engineering services, and is nearing completion of Phase I, which totaled \$5,287,600. Phase II, estimated to cost between \$5 million and \$6 million, includes a number of tasks, including the remainder of the design services through PS&E. Design services are programmed at \$12 million. Staff requests approval to exceed the \$1 million professional services agreement limit.

8) Request to Exceed \$1 Million Professional Services Agreement Limit. Horrocks Engineers was selected to complete Phase I for the I-84, Caldwell to Karcher Road Interchange Environmental Study, key #20351. This work is nearing completion and the remainder of the services has been scoped as Phase II. The environmental study and design services for the entire

corridor are programmed for \$12.8 million. The Phase I agreement was negotiated to be \$992,600 and the Phase II agreement is estimated to cost \$2.5 million to \$3 million. Staff requests approval to exceed the \$1 million professional services agreement limit.

9) Request to Exceed \$1 Million Professional Services Agreement Limit. At the December 2017 meeting, the Board authorized \$6 million for the preliminary engineering of the SH-16, I-84 to US-20/26 corridor, key #20788. A Request for Proposals has been issued for an engineering firm or team. Staff anticipates using a phased approach to contract for the preliminary engineering services and estimates the agreement will be between \$1 million and \$6 million. It requests approval to exceed the \$1 million professional services agreement limit.

10) Request to Exceed \$1 Million Professional Services Agreement. In September 2017, the Board approved exceeding the \$1 million professional services agreement limit for preliminary field work and engineering services for the US-95, Granite North project, key #20350. The agreements for Phase 1 and 2 totaled \$1,135,100. Negotiations for Phase 3, estimated between \$1 million and \$1.5 million, are underway. Staff requests approval to exceed the \$1 million professional services agreement limit.

11) Hammett Business Loop and Union Pacific Railroad (UPRR) Bridge. The Hammett UPRR Bridge, key #13930, has been companioned with the I-84 Business Loop project, key #13947, because of their proximity to each other. HDR was selected through a Request for Proposal to complete the design of the project in two phases. The phase 1 agreement was \$439,500 and phase 2 for final design through PS&E was for \$582,600 with Board approval to exceed the \$1 million professional services agreement limit in December 2016. In September 2017 the Board approved a supplemental agreement of \$47,700. HDR was selected to perform the Engineering of Record services during construction for \$107,000, which would bring the total agreement amount to \$1,176,800. Staff requests approval to exceed the consultant agreement amount of \$1 million.

12) Contracts for Award. The low bids on the following projects were more than ten percent over the engineer's estimate, requiring justification. The Superpave Hot Mix Asphalt Pavement Special-5, Overhead Bridge Sign Structure, Excavation Schedule No. 1, Excavation Schedule No. 2 Rock Excavation, Granular Subbase, and Concrete Class 50 Schedule No. 2 items were bid significantly higher than the engineer's estimate on key #18881 – I-84, I-86 Salt Lake System Interchange, District 4. The Superpave Hot Mix Asphalt Pavement Special-5 item was presumably bid higher due to plans to utilize a local contractor. The Overhead Bridge Sign Structure item was bid higher because some of the structures are larger than normal because they will span three lanes of traffic. The two excavation items were probably bid higher because not all of the excavated material can be utilized within the project, so there will be some material that will have to be hauled off and wasted. Staff did not have a recent unit price for the Concrete Class 50 Schedule No. 2 item, so based it on similar concrete items. The District does not believe re-advertising the project would result in better bids, so it recommends awarding the contract. Low bidder: Wadsworth Brothers Construction Company, Inc. - \$27,637,449.

The major differences in the engineer's estimate versus the low bid on key #11244 – East Oneida Street, Preston, District 5, were in the 48" Pipe Culvert; 54" Pipe Culvert; MSE

Retaining Wall – Welded Wire; and Supervision, Reading, and Maintaining Instrumentation items. This is the second time this project was advertised. Recent bid results show an upward trend in the industry towards cost escalation. Franklin County and the City of Preston support awarding the project and are prepared to cover the additional costs. Low bidder: Staker & Parson Companies dba Jack B Parson Companies - \$6,471,728.

The primary differences between the engineer's estimate and low bid on keys #18853 and #19579 – SH-34, Tincup Creek Bridge Milepost 109, Caribou County and Tincup Creek Bridge Milepost 106.4 Caribou County, District 5, were in the Mobilization, Prestress Slab, Concrete Class 40-A Schedule No. 1, and Special Bridge Ultra High Performance Fiber Reinforced Concrete items. The engineer's estimate was based primarily on the Average Unit Price Report with allowances for haul on some items; however, the project included several special items for which comparable pricing were not available due to the uniqueness of each project. Additionally, the engineer's estimate probably did not reflect the additional cost associated with transporting materials to a remote location. Staff recommends awarding the contract. Low bidder: Cannon Builders, Inc. - \$1,922,507.

Informational Items. 1) State FY18 Financial Statement. Revenues to the State Highway Account from all state sources were ahead of projections by 2.4% at the end of February. Of that total, receipts from the Highway Distribution Account were 1.7% or \$2.3 million more than forecast. State revenues to the State Aeronautics Fund were ahead of projections by 9.7%, or \$190,000. Expenditures were within planned budgets. Personnel costs had savings of \$12.7 million or 14.7% due to reserves for horizontal career path increases, vacancies, and timing between a position becoming vacant and being filled. ITD had 97 vacancies at the end of February. Contract construction cash expenditures of \$303 million through February exceeded any from the past three years.

The balance of the long term investments was \$164.4 million at the end of February. These funds are obligated against construction projects and encumbrances. The long term investments plus the cash balance of \$76.9 million were \$31 million less than the end of June. Expenditures in the Strategic Initiatives Program Fund through February were \$6.3 million. Deposits into the new Transportation Expansion and Congestion Mitigation Fund were \$12.5 million year-to-date.

2) Monthly Reporting of Federal Formula Program Funding through March. Idaho received obligation authority of \$130 million through March 23 via a continuing resolution. This corresponds to \$128.1 million with match after a reduction for prorated indirect costs. A 2018 Appropriations Act was signed last month; however, ITD has not received official notice with the details. Apportionments through March 31, 2018 were \$301.7 million, which includes Redistribution of Certain Authorized Funds. Currently, obligation authority is 43.1% of apportionments. Of the \$128.1 million allotted, \$22 million remains.

3) Non-Construction Professional Service Contracts Issued by Business and Support Management (BSM). The BSM Section did not execute any professional service agreements in the previous month.

4) Contract Awards and Advertisements. Key #12964 – US-95, Alderson Lane to Kootenai River Railroad Bridge, Bonners Ferry, District 1. Low bidder: Goodfellow Brothers, Inc. - \$9,275,481.

Keys #19536 and #13450 – Robinson Park Road Signs and Elevation, North Latah Highway District and Robinson Park Road Bridge, Latah County, District 2. Low bidder: C. L. Heilman Company Inc. – \$1,499,538.

Key #18729 – SH-8 and SH-11, FY19 District 2 Sealcoats. Low bidder: Knife River Corporation – Northwest - \$1,394,000.

Key #18872 – SH-16, Intersection Beacon Light Road, District 3. Low bidder: Knife River Corporation – Northwest - \$1,145,445.

Key #20225 – SH-45, Deer Flat to I-84 Business Microseal, Nampa, District 3. Low bidder: VSS International, Inc. - \$1,039,120.

Keys #19997 and #19965 – SH-69, Signal Installation at Hubbard and Lake Hazel and Kuna to Meridian, District 3. Low bidder: Staker & Parson Companies dba Idaho Materials & Construction - \$4,212,200.

Key #19688 – Intersection Hankins and Addison Avenue Signal, Twin Falls Highway District, District 4. Low bidder: Electric 1 West, Inc. – \$458,883.

Key #20757 – SH-32, District 6 SH-32, SH-33, and US-93 Fog Seal. Low bidder: Intermountain Slurry Seal, Inc. - \$1,442,540.

Key #20758 – SH-33, District 6 SH-33 and US-93 Mill and Inlay. Low bidder: H-K Contractors, Inc. - \$5,139,777.

The list of projects currently being advertised was provided.

5) Professional Services Agreements and Term Agreement Work Tasks Report. From February 23 through March 27, 49 new professional services agreements and work tasks were processed, totaling \$9,412,293. Six supplemental agreements to existing professional services agreements were processed during this period in the amount of \$451,430.

Director's Report. Director Ness reported that the federal Omnibus Appropriations Bill, signed last month, provides additional funding for transportation, including a potential \$14 million annually for Idaho. Staff is still assessing the bill. He mentioned the successful Freight Summit, which was held in Boise earlier this month; new LED signs erected in District 3 to improve safety; the culture survey that is underway; District 5's new solar-powered pavement lights; and the establishment of an Idaho Autonomous and Connected Vehicle Testing and Deployment Committee. He also emphasized the importance of safety and reported that District 4 Mechanic Matt Kime was killed in a traffic accident while on duty earlier this month.

Chief Operations Officer (COO) Travis McGrath said a Program Delivery Conference was conducted earlier this month, focusing on collaboration and best practices to deliver the program. Fifty-four of the 57 FY19 projects have been submitted. The winter mobility metric has been closed with roads statewide clear of ice and snow 85% of the time. All districts scored at least 79% on this metric; however, COO McGrath said the Department will continue to look at ways to improve winter performance. He also reported that Idaho received notice from the Federal Highway Administration of its full FY18 obligation authority, excluding end-of-year redistribution of obligation authority not used by other states. Idaho's apportionments received to date are \$302.2 million. The obligation authority is 91.46%, or \$276.4 million. The state is also expected to receive \$14 million from the general fund.

The entire Director's Board Report can be viewed at <http://itd.idaho.gov/Board>.

Legislative Report. Ramón Hobdey-Sanchez, Governmental Affairs Program Specialist (GAPS) summarized the 2018 legislative session. Interim committees were established to address commercial motor vehicle registrations; occupational licenses, including motor vehicle dealers; and autonomous vehicles. Negotiated rulemaking will be conducted later this year to streamline truck permits and consolidate a number of IDAPA rules relating to permits.

Chairman Whitehead thanked GAPS Hobdey-Sanchez for the legislative summary.

Audit Update. Controller Dave Tolman said a legislative audit team determined ITD is not in compliance on two federal fund issues. The findings relate to certified payrolls and the authorization of payments of federal funds to contractors. Some activities that are being implemented to address the findings are to establish a check list to be used as part of the process and to conduct training.

Chairman Whitehead thanked Controller Tolman for the update.

Adopt-A-Highway (AAH) Presentation. District 2 Transportation Technician Senior Shane Niemela thanked the Gamma Phi Beta Xi Chapter for participating in the AAH Program for 27 years.

Executive Session on Personnel and Legal Issues. Member Vassar made a motion to meet in executive session at 12:10 PM to discuss personnel and legal issues as authorized in Idaho Code Section 74-206(b), (d), and (f). Member Horsch seconded the motion and it passed 5-0 by individual roll call vote.

The discussions on legal matters related to operations. The personnel items related to the performance of employees.

The Board came out of executive session at 1:55 PM.

District 2 Report. District 2 Engineer (DE) Dave Kuisti commended staff for its winter mobility accomplishments: the roads were clear of ice and snow 83% of the time and every winter road report was submitted on time. All of the FY18 projects were delivered on time. Eight

of the nine FY19 projects plus five FY20 and FY21 projects have been delivered to date. Project delivery will continue to be a priority. Other activities the District will focus on this year are extensive construction projects on US-12; preparing trucks for next winter by addressing common failures with more durable parts; refining the winter maintenance efforts and reducing overall costs; and summer maintenance projects like cleaning drainage features, repairing bridge decks and guardrail, and restriping pavement markings.

The Board commended DE Kuisti for the District's accomplishments.

High School Seat Belt Challenge. Highway Safety Manager (HSM) John Tomlinson said there are a number of seat belt challenges to address unbelted motorists, which continues to be a problem in Idaho. Idaho State Police Officer Richard Adamson said he has been engaging high schools to encourage seatbelt usage. Students appear to respond better to messages from their peers to buckle up. Too many youthful drivers killed in traffic crashes were not restrained.

Lewiston High School senior Kaylee Ammons said she picked seatbelt usage as her senior project to raise awareness about the importance of buckling up. Some of the activities for her project included conducting a seat belt survey, posting signs reminding motorists to buckle up, and distributing merchandise like air fresheners with messages to buckle up.

HSM Tomlinson presented Ms. Ammons a certificate of appreciation for her efforts to promote seat belt usage.

The Board thanked Ms. Ammons for the presentation and her activities to promote highway safety.

Public Transportation Plan. Kim McGourty, Public Transportation Manager (PTM), presented the statewide public transportation plan, which is required by Idaho Code and Board policy. The overarching goal of the Idaho Public Transportation Plan is to provide a framework for creating an integrated public transportation system that meets the mobility needs of Idahoans. It identifies and supports programs and goals in line with the Department's mission. ITD and its partners, transit providers, elected officials, and stakeholders will explore opportunities to implement strategies for maintaining and enhancing public transportation services in the state.

Member Vassar made a motion, seconded by Vice Chairman Gagner, and passed unanimously, to approve the following resolution:

RES. NO.       WHEREAS, Idaho Code 40-312(6) requires the Idaho Transportation Department  
ITB18-11       to maintain a comprehensive statewide plan for public transportation; and

WHEREAS, Board Policy 4038 tasks the Public Transportation Office to maintain the comprehensive public transportation statewide plan; and

WHEREAS, in April 2016 the Department and contractor Nelson\Nygaard began the development of an updated statewide plan for public transportation; and

April 18, 2018

WHEREAS, Nelson\Nygaard, the Department, and the Public Transportation Advisory Council, with stakeholder recommendations, developed a guiding plan outlining the current transit environment and anticipated future public transportation needs across the state; and

WHEREAS, the Public Transportation Advisory Council provided concurrence on the final content and goals within the Statewide Public Transportation Plan.

*NOW THEREFORE BE IT RESOLVED*, that the Idaho Transportation Board approves the Idaho Statewide Public Transportation Plan, which is on file in the Public Transportation Office, with the outlined goals and objectives, and approves the plan for Board adoption.

Chairman Whitehead thanked PTM McGourty for the presentation.

Long-Range Transportation Plan. Senior Transportation Planner (STP) Ken Kanownik said efforts are underway to update the Department's long-range transportation plan. "Idaho on the Move" was adopted in 2010 as a vision-based document that codified the mission. The updated plan will serve as a vision and policy-based document that will provide guidance to pursue the mission over the next 20 years. The high-level planning document will include decision-making tools. It will not include specific projects. STP Kanownik said he intends to give monthly briefings to the Board through September as progress is made on updating the document. Some of the topics to be covered include transportation data and systems, new/emerging technologies, a public opinion survey, and modal planning. He anticipates presenting the final long-range plan to the Board for approval later this year.

Member Kempton referenced the public opinion survey. He asked how much confidence the Department has in the results because the answers are presumably influenced by how much knowledge the participants have of transportation. STP Kanownik acknowledged that the Department may not like the results of the survey. The survey, which will be open for a total of 90 days, was initially provided to stakeholders with very little advertising to the general public. Factors that could influence the answers will be considered, including the audience's knowledge of transportation and the Department's communication efforts.

Without objection, the Board concurred with the proposed schedule to update the Board.

Chairman Whitehead thanked STP Kanownik for the overview on the long-range transportation plan.

Status of GARVEE-Managed Projects. Amy Schroeder, GARVEE Program Manager (GPM) summarized the expansion projects funded partially or completely with GARVEE bonds. The I-84, Karcher to Franklin Boulevard project is 55% complete. It will be constructed via four separate projects. The I-84, Caldwell to Karcher project is 15% complete. The project may be accelerated if FHWA concurs with splitting the corridor. The US-95, SH-53 and Garwood project is 25% complete. It will consist of two construction packages, which should be delivered in about one year. The US-95, Granite North project is 15% complete. The Plans, Specifications,

April 18, 2018

and Estimates package is scheduled to be delivered in March 2019. ITD is currently reviewing proposals for the SH-16, I-84 to US-20/26 project.

GPM Schroeder said all of the GARVEE bonds are secured with a pledge of future federal transportation funding. The bonds will be issued on an as-needed basis with the first issuance anticipated in spring 2019. The additional \$300 million GARVEE bond authorization is estimated to add \$24 million in debt service annually, which will bring the coverage ratio to about 27%.

Chairman Whitehead thanked GPM Schroeder for the informative presentation.

Modernization Update. Motor Vehicles Administrator (MVA) Alberto Gonzalez commended the counties for their participation in testing the drivers' license component of the Division of Motor Vehicles' modernization effort. Some concerns were identified during the testing phase and improvements to the system were proposed. Because of this, MVA Gonzalez reported that the go-live date of May 7 is being postponed by about eight weeks. He wants to ensure the system is ready. The counties support this decision.

Chairman Whitehead thanked MVA Gonzalez for the update.

Policy Introduction. Division of Engineering Services Administrator (DESA) Blake Rindlisbacher presented revisions to Board Policy 4001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts. The main change is the inclusion of the legal authority 49-201(1). With the inclusion of this authority, Board Policy 4010 Authority to Sign Agreements, Compacts, or Arrangements with other States on Behalf of Idaho is recommended for deletion. He added that a legal authority citation was erroneously deleted and needs to be re-inserted into the policy.

DESA Rindlisbacher also presented new Administrative Policy 5001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts. The proposed policy combines A-01-09, Authority to Sign Contracts, Agreements, or Grants and their Registration; A-06-08, Professional Services Agreements; A-14-06, Approval of Plans/ Specifications/Estimates and the Award of Construction Projects; and A-30-02, Authority to Sign Agreements, Compacts, or Arrangements with other States on behalf of Idaho.

Member Kempton said the Board Subcommittee on Policies has vetted both policies.

The Board requested a 30-day review period to consider revisions to 4001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts and the new corresponding administrative policy, 5001 Authority to Sign Contracts, Agreements, and Grants and Requirement to Report Certain Contracts.

WHEREUPON, the Idaho Transportation Board's regular monthly meeting recessed at 3:50 PM.

April 19, 2018

The Board met at 7:45 AM on Thursday, April 19, 2018 in Lewiston, Idaho. All members were present except District 1 Member Jim Coleman.

District 2 Tour. The Board traveled south on US-95 and learned about improvements scheduled in the corridor. It turned around and traveled north on US-95, east on US-12, and north on SH-3. After viewing improvements made to the highway after a slide, the Board traveled to Bovill on SH-8 and met with officials from I-Minerals Inc. Plans are to start mining ore next year. Trucks and rail will be used to transport products. Some improvements are planned on the local road and also at the intersection with SH-8.

The tour continued west on SH-8, north on SH-9, and west on SH-6. At Bennett Lumber, the Board heard about the company’s concerns with SH-6. District 2 Planner Ken Helm said a project is planned later this year to improve the highway and address off-tracking concerns.

The Board traveled to Potlatch on SH-6. Potlatch Mayor Dave Brown expressed appreciation for the various improvements in the area, especially the sidewalk projects.

The tour continued south on US-95 to Moscow. Moscow Mayor Bill Lambert and other officials thanked the Board and Department for transportation projects and their assistance. They have established a good working relationship with DE Kuisti and his staff. They expressed support for the US-95, Thorn Creek to Moscow project and also for improvements to the Moscow-Pullman Airport. Mayor Lambert presented Member Vassar with an award in appreciation of her service, especially her contributions to local government agencies.

The Board traveled south on US-95 to Lewiston.

WHEREUPON, the Idaho Transportation Board’s regular monthly meeting adjourned at 4:10 PM.

\_\_\_\_\_  
JERRY WHITEHEAD, Chairman  
Idaho Transportation Board

Read and Approved  
\_\_\_\_\_, 2018  
\_\_\_\_\_, Idaho

April 19, 2018

# BOARD MEETING DATES

## 2018

**June 20-21 – District 4**  
**July 18-19 – District 6**  
**August 15-16 – District 1**  
**September 12-13 – District 3 (tentative)**

**October 17 – Boise (tentative)**  
**November 14 – Boise**  
**December 12 – Boise**

S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
<b>January</b> <del>X</del> 2 3 4 5 6 7 8 9 10 11 12 13 14 <del>X</del> 16 (17) 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>February</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 <del>X</del> 20 (21) 22 23 24 25 26 27 28	<b>March</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 (14 15) 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>April</b> 1 2 3 4 5 6 7 8 9 <del>X</del> 11 12 13 14 15 16 17 (18 19) 20 21 22 23 24 25 26 27 28 29 30
<b>May</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 (16 17) 18 19 20 <del>X</del> 22 23 24 25 26 27 <del>X</del> 29 30 31	<b>June</b> 1 2 3 4 5 6 7 8 9 <del>10 11 12 13 14</del> 15 16 17 18 (19 20 21) 22 23 24 25 26 27 28 29 30	<b>July</b> 1 2 3 <del>X</del> 5 6 7 8 9 10 11 12 13 14 15 16 17 (18 19) 20 21 22 23 24 25 26 27 28 29 30 31	<b>August</b> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 (15 16) 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>September</b> 30                  1 2 <del>X</del> 4 5 6 7 8 9 10 11 (12 13) 14 15 16 17 18 19 20 21 22 <del>23 24</del> 25 26 27 28 29	<b>October</b> 1 2 3 4 5 6 7 <del>X</del> 9 10 11 12 13 14 15 16 (17) 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>November</b> 1 2 3 4 5 6 7 8 9 10 11 <del>X</del> 13 (14) 15 16 17 18 19 20 21 <del>X</del> 23 24 25 26 27 28 29 30	<b>December</b> 30 31                  1 2 3 4 5 6 7 8 9 10 11 (12) 13 14 15 16 17 18 19 20 21 22 23 24 <del>X</del> 26 27 28 29

“X” = holiday

“-----” = conflicts such as AASHTO/WASHTO conferences (or Board/Director conflicts)

**Other dates of interest:**

- May 21-24: AASHTO Spring meeting – Franklin, TN
- June 10-13: WASHTO annual meeting – Rapid City, SD
- September 20-24: AASHTO annual meeting – Atlanta, GA

**Action:** Approve the Board meeting schedule.



## IDAHO TRANSPORTATION BOARD

### RESOLUTION FOR CONSENT ITEMS

#### PAGES 19-59

RES. NO. WHEREAS, consent calendar items are to be routine, non-controversial, self-  
ITB18-12 explanatory items that can be approved in one motion; and

WHEREAS, Idaho Transportation Board members have the prerogative to remove items from the consent calendar for questions or discussion.

*NOW THEREFORE BE IT RESOLVED*, that the Board approves the FY19 out-of-state travel budget; modifications to the Public Transit Program; adjustments to the Local Highway Programs; funding additional projects for Children Pedestrian Safety Program; advancing the US-95, Windfall Pass Curve, Benewah County project to FY18; delaying obligation authority loan payback to develop Hawthorne and Quinn Roads, Chubbuck in 2019-2020; the HDR term agreement extension on the Union Pacific Railroad bridge project; consultant agreements; contracts for award; and contracts for rejection.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2017

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Charlene McArthur	Presenter's Title Chief Administrative Officer	Initials CRM	Reviewed By
Preparer's Name Joel Drake	Preparer's Title Financial Manager - FP&A	Initials JD	

## Subject

FY19 Out-of-State Travel		
Key Number	District	Route Number

## Background Information

Each May, the Board reviews and approves the department's out-of-state travel budget request for the upcoming fiscal year in accordance with Board Policy 4052. Approval in May provides lead time necessary to secure cost savings through the advance booking of trips scheduled early in the next fiscal year.

The attached summary details the FY19 out-of-state travel budget request by division and totals \$368,200, which is equal to the FY18 out-of-state travel budget.

Actual costs for out-of-state travel are reviewed monthly. In the event the out-of-state budget needs to be adjusted, a Board item will be presented for Board review and approval before exceeding this original budget for FY19 out-of-state travel.

## Recommendations

Approve the \$368,200 FY19 out-of-state travel budget request as a consent item.

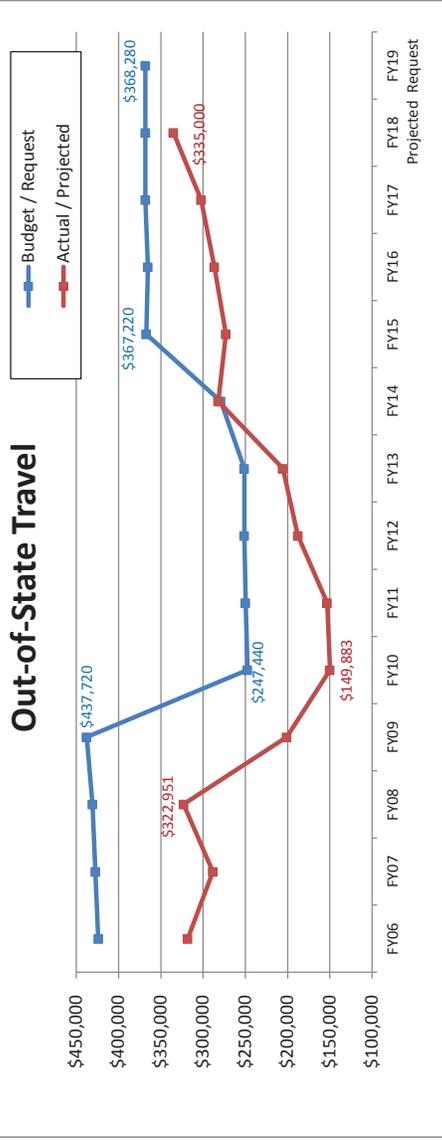
## Board Action

Approved     Deferred \_\_\_\_\_  
 Other \_\_\_\_\_

**IDAHO TRANSPORTATION DEPARTMENT**  
**OUT-OF-STATE TRAVEL: FY19 REQUEST**  
**FOR BOARD REVIEW / APPROVAL - MAY 2018**

DIVISION	OUT-OF-STATE TRAVEL												FY19 Request		
	FY15			FY16			FY17			FY18 - Partial Year					
	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance	Annual Budget	Actual thru April	Balance			
ADMIN	\$ 127,650	\$ 73,591	\$ 54,059	\$ 127,865	\$ 85,664	\$ 42,201	\$ 117,750	\$ 84,169	\$ 33,581	\$ 117,750	\$ 91,737	\$ 26,013	\$ 117,750	\$ 117,750	\$ 26,013
DMV	\$ 47,500	\$ 47,025	\$ 475	\$ 45,330	\$ 35,115	\$ 10,215	\$ 51,330	\$ 42,314	\$ 9,016	\$ 51,330	\$ 36,610	\$ 14,720	\$ 51,330	\$ 51,330	\$ 14,720
HWYS	\$ 156,670	\$ 129,086	\$ 27,584	\$ 174,327	\$ 151,531	\$ 22,796	\$ 181,400	\$ 159,913	\$ 21,487	\$ 181,400	\$ 135,836	\$ 45,564	\$ 181,400	\$ 181,400	\$ 45,564
AERO	\$ 17,800	\$ 16,984	\$ 816	\$ 17,800	\$ 14,323	\$ 3,477	\$ 17,800	\$ 15,957	\$ 1,843	\$ 17,800	\$ 17,800	\$ -	\$ 17,800	\$ 17,800	\$ -
TRANS. PERF.	\$ 17,600	\$ 6,318	\$ 11,282												
<b>TOTAL</b>	<b>\$ 367,220</b>	<b>\$ 273,004</b>	<b>\$ 94,216</b>	<b>\$ 365,322</b>	<b>\$ 286,633</b>	<b>\$ 78,689</b>	<b>\$ 368,280</b>	<b>\$ 302,353</b>	<b>\$ 65,927</b>	<b>\$ 368,280</b>	<b>\$ 281,983</b>	<b>\$ 86,297</b>	<b>\$ 368,280</b>	<b>\$ 368,280</b>	<b>\$ 86,297</b>
% Expend / Remainder		74%	26%		78%	22%		82%	18%		76.6%	23.4%			
\$ Change from Prior Yr	\$ 88,020			\$ (1,898)			\$ 81,647			\$ 2,958					
% Change from Prior Yr	32%			-1%			28%			1%					0%

Out-of-State Travel: TOTAL			
	Budget / Request	Actual / Projected	% Expended
FY06	\$ 423,890	\$ 318,306	75%
FY07	\$ 427,313	\$ 288,420	67%
FY08	\$ 430,883	\$ 322,951	75%
FY09	\$ 437,720	\$ 201,118	46%
FY10	\$ 247,440	\$ 149,883	61%
FY11	\$ 249,800	\$ 153,248	61%
FY12	\$ 251,300	\$ 187,847	75%
FY13	\$ 251,300	\$ 205,715	82%
FY14	\$ 279,200	\$ 281,961	101%
FY15	\$ 367,220	\$ 273,004	74%
FY16	\$ 365,322	\$ 286,633	78%
FY17	\$ 368,280	\$ 302,353	82%
FY18 Projected	\$ 368,280	\$ 335,000	
FY19 Request	\$ 368,280		





# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Kim McGourty	Presenter's Title Public Transportation Manager	Initials KM	Reviewed By
Preparer's Name Josh Leavitt	Preparer's Title Grants Officer	Initials JL	

## Subject

Modify the Public Transit Program in the FY 2018 – 2024 approved STIP		
Key Number Various	District 5&6	Route Number Transit

## Background Information

The purpose of this consent item is to modify the **Public Transit Program** per policy 5011 *Idaho Transportation Investment Program (ITIP)* and to accommodate Bonneville Metropolitan Planning Organization (BMPO).

The District 5 5310 Program for Seniors and Individuals with Disabilities FTA Rural allocation needs to be added to each year of the FY2018-2024 STIP in the amount of: \$176,948, in order to reflect recent funding awards.

District 6 5310 Program for Seniors and Individuals with Disabilities FTA Small Urban allocation needs to be added to years FY18 -19 in the FY2018-2024 STIP in the amount of: \$345,000 in order to reflect recent funding awards from BMPO.

Name of project	Program	Sponsor	FY18	FY19	FY20	FY21	FY22	FY23/24
Seniors and Individuals with Disabilities	FTA 5310 - Rural	ITD	176,948	176,948	176,948	176,948	176,948	353,896
Transportation Services for Disabled Veterans and Seniors	FTA 5310 - Small Urban	TRPTA	156,000					
Mobility Enhancements for Disabled and Seniors	FTA 5310 - Small Urban	Idaho Falls	66,000					
Elva Street Mobility Enhancements for Disabled and Seniors	FTA 5310 - Small Urban	Idaho Falls		123,000				

Staff requests that these funding adjustments be made to the District 5 Rural and District 6 Small Urban Public Transit Programs and that the ITIP be amended accordingly.

## Recommendations

Approve the program modifications detailed above to the **Public Transit Program** and authorize staff to amend the ITIP accordingly.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Monica Crider	Presenter's Title Contracting Services Engineer	Initials MC	Reviewed By
Preparer's Name Jeff Miles	Preparer's Title LHTAC, Administrator	Initials JM	

## Subject

Adjust the <b>Local Highway Programs</b> in the FY 2018 – 2024 approved ITIP		
Key Number Various	District Various	Route Number Various

## Background Information

The purpose of this consent item is to make several project adjustments in the Local Highway Programs at the request of the Local Highway Technical Assistance Council (LHTAC) and the project sponsors, per policy 5011 *Idaho Transportation Investment Program* (ITIP).

The following detailed project budget and program year adjustments are requested by LHTAC and the individual project sponsors are in full support. These changes in total will leave the program fiscally constrained with a balance of \$247,669 to be used as needed in the near future.

Action	Key #	District	Program		Route, Project Name	Sponsor	FY18 Cost		MPO	Program	Funds
			Year				Adjustment				
Delay to FY19	13055	3	2018		NHS-7773,10TH AVE BR	Caldwell	(1,367,000)		COMPASS	Bridge-Local	Local Urban
Delay to FY19	19749	1	2018		STC-5829, RIVERVIEWDR GUARDRAIL INSTALL	Post Falls HD	(346,000)		KMPO	Safety-Local	HSIP-Local
Delay design to FY19	19292	1	PREL		STC-5764, MAIN ST/SILVER VALLEY RD BR	Pinehurst	(383,000)		n/a	Bridge-Local	Bridge-Local
Delay design to FY19	19718	1	PREL		STC-5750, PINE CR RD BRIDGE	Shoshone Co.	(260,000)		n/a	Bridge-Local	Bridge-Local
Delay design to FY19	20039	1	PREL		STC-5750, WFK PINE CR RD BR	Shoshone Co.	(281,000)		n/a	Bridge-Local	Local-Rural
							<b>(2,637,000)</b>				
Advance design to FY18	20383	1	PREL		STC-5758, 6TH ST; S FK CDARV BR	Wallace	358,000		n/a	Bridge-Local	Bridge-Local
Increase PC	19046	1	2020		OFFSYS, RUBY CR #2 BR, BOUNDARY CO	Boundary Co	238,000		n/a	Bridge-Offsys	Bridge-Offsys
Increase obligation	11244	5	PY		STC-1739, E ONEIDA ST, PRESTON	Franklin Co.	1,500,000		n/a	Local-Rural	Local-Rural
Increase obligation	18873	2	PY		STC-4771, SOUTHWICK & COYOTE GRDRL	Nez Perce	112,531		n/a	Safety-Local	HSIP-Local
Increase obligation	19015	2	PY		STC-4715, CLEAR CR RD GUARDRAIL	Idaho Co	180,800		n/a	Safety-Local	HSIP-Local
							2,389,331				
							<b>Net Balance</b>				<b>(247,669)</b>

The COMPASS and the KMPO Transportation Improvement Programs have been modified to reflect the changes in their respective MPO areas.

Staff requests the project adjustments shown above be made in the Local Highway Programs and that the ITIP be revised accordingly.

## Recommendations

Approve the project adjustments in the Local Highway Programs and authorize staff to adjust the ITIP accordingly.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Caldwell, Idaho

*The Treasure of the Valley*

CALDWELL MAYOR  
Garret Nancolas

CITY CLERK  
Debbie Geyer

For a list of the city  
Council Members, visit  
[www.cityofcaldwell.com](http://www.cityofcaldwell.com)

ENGINEERING AND  
PUBLIC WORKS  
DEPARTMENT  
621 Cleveland Blvd.  
Caldwell, ID 83605

PUBLIC WORKS  
DIRECTOR  
Byron D. Ford

CITY ENGINEER  
Debbie Geyer

April 10, 2018

Local Highway Technical Assistance Council  
3330 W. Grace Street  
Boise, ID 83703

Attn: Wayne Herbel

**Re: 10<sup>th</sup> Avenue Bridge Funding deferment from 2018 to 2019 – Key # 13055**

Dear Wayne,

As you are aware, the 10th Avenue Bridge Project over Indian Creek in Caldwell is ready for construction with funds programmed for this project to move forward. However, because the Engineer's cost estimate is significantly higher than what was originally budgeted, the 2018 budget is insufficient to cover this project.

As a result, the City of Caldwell is requesting the 10<sup>th</sup> avenue bridge project be deferred to FY 2019 to seek full funding for the project and request that obligation of funds be allocated as soon as possible. This project is very important to remedy the poor condition of the existing bridge.

Your consideration on this matter is very much appreciated.  
Thank You.

Sincerely,

Garret Nancolas, Mayor  
City of Caldwell  
421 Blaine St.  
Caldwell, Id 83605





POST FALLS HIGHWAY DISTRICT  
5629 E SELTICE WAY  
POST FALLS, ID 83854  
(208) 765-3717  
(208) 765-0493 – fax

April 23, 2018

LHTAC  
Kevin Kuther, Safety Manager  
3330 Grace St  
Boise ID 83703

RE: KN 19749, Riverview Drive Guardrail Installation

Dear Kevin:

Post Falls Highway District is requesting a delay in construction for the Riverview Guardrail project. Projected to be built this year, the District is requesting to move it one year to FY2019 due to delays in the right-of-way acquisitions and the associated environmental approval.

Rescheduling construction to FY19 will allow the District to complete acquisition and receive the required environmental approval.

Thank you for your consideration; you may contact me at the office, (208) 765-3717, or by cell at (208) 660-9370, or email at [kelly@postfallshd.com](mailto:kelly@postfallshd.com) for any questions.

Sincerely,

Kelvin Brownsberger  
Road Supervisor



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 16-17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Blake Rindlisbacher	Presenter's Title Engineering Services Administrator	Initials BR	Reviewed By
Preparer's Name Jeff Miles	Preparer's Title Deputy Administrator, LHTAC	Initials JM	

## Subject

Funding additional projects for the 2017 Children Pedestrian Safety Program		
Key Number	District	Route Number

## Background Information

During its February 2018 meeting the IT Board approved the original list of projects recommended for the 2017 Children Pedestrian Safety Program. In its April 2018 meeting the IT Board approved a reduction in funding for one of the original projects along with an increase to another leaving a small balance of funds (\$41,195) yet uncommitted. The following table summarizes the current status of the program funding.

2017 Children Pedestrian Safety Fund Summary	
Total Allocated	\$ 2,000,000
Prev. obligated in projects	\$ 1,939,412
Approx. 1% Admin. Fee (of obligation)	\$ 19,393
<b>Remaining balance</b>	<b>\$ 41,195</b>

ITD and LHTAC staff recommend funding three additional small projects requested and prioritized from the original project list: City of Oakley (\$15,000), Butte County (\$4,715), and the City of Tetonia (\$17,926). These projects are predominantly for materials purchase and continues the established process of funding the highest ranking complete projects requested.

### Main Street School Crossing – City of Oakley (\$15,000)

This project will provide new school zone signage and painted crosswalks at the Oakley High School campus.

### Blinking Signage for Pedestrian Crosswalk on Highway 20/26/93 – Butte County (\$4,715)

This project will purchase two (2) solar powered blinking crosswalk signs to provide a safe crossing of SH 20/26/93 for children accessing the Arco elementary school, middle school, and high school.

### Solar Powered School Area Speed Limit Signs – City of Tetonia (\$17,926)

This project will purchase six (6) school zone signs for the City of Tetonia to give advanced warning to vehicles approaching crosswalks used by students going to and from school.

### Total Request:

\$15,000 + \$4,715 + \$17,926 = \$37,641 (\$41,195 available)

\$37,641 + \$376 (1% Admin) = **\$38,017**

All of the sponsors have been contacted to verify that the projects can meet the deadline of completion by December 3, 2018.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Funding additional projects will make full use of the funds agreed to by LHTAC and ITD. The following table summarizes the total use of funds if the request is approved.

<b>2017 Children Pedestrian Safety Fund Summary</b>	
Total Allocated	\$ 2,000,000
Previously obligated in projects	\$ 1,939,412
Previously obligated in admin.	\$ 19,393
Current requested for projects	\$ 37,641
Current requested for admin.	\$ 376
Total amount committed	\$ 1,996,822
Remaining balance	\$ 3,178

With the approval of these projects this program will utilize \$1,996,822 (99.84%) of this successful \$2,000,000 Joint Program.

### Recommendations

Approve funding for the City of Oakley, Butte County, and City of Tetonia for a total of \$38,017 in the Children Pedestrian Safety Program.

### Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_

## Children Pedestrian Safety Project Ranking

ID	Project Name	ITD Dist	Sponsor	\$ Request	Running Total	State vs Off-SYS	AVG SCORE
CP69	Third Street Corridor Multimodal Improvements	2	City of Moscow	\$250,000	\$250,000	off sys	82
CP12	Hiland Ave - East 19th Street Sidewalk Connection Project	4	City of Burley	\$191,000	\$441,000	off sys	81
CP35	Main Street Sidewalk Improvements	6	City of Ashton	\$250,000	\$691,000	state	80
CP45	Marsing SH55 Sidewalk Project	3	City of Marsing	\$35,326	\$726,326	state	80
CP55	Children Pedestrian Improvements	5	City of Firth	\$250,000	\$976,326	state	79
CP06	South 5th Street Pathway	6	City of Driggs	\$125,000	\$1,101,326	off sys	78
CP17	Ridge Crest Elementary Safety Improvements Phase 2 Project	5	City of Blackfoot	\$171,000	\$1,272,326	off sys	78
CP47	Iona Street Riverside Dr & Bush Elementary SW Connections	6	City of Idaho Falls	\$240,000	\$1,512,326	off sys	78
CP52	Carey Crosswalk Signage & Pedestrian Improvement Project	4	City of Carey	\$154,640	\$1,666,966	state	78
CP16	Centennial Elementary & Skyview Park Pedestrian Safety	3	City of Nampa	\$250,000		off sys	77
CP53	Locust and Hwy 91 PHB and Pathway Improvements	5	City of Shelley	\$135,000	\$1,801,966	state	77
CP19	2017 Sawtooth Ave & 7th Ave Project	4	City of Buhl	\$250,000		off sys	76
CP22	Chubbuck Elementary Pedestrian Safety	5	City of Chubbuck	\$250,000		off sys	76
CP27	Soda Springs Child Pedestrian Safety Program	5	City of Soda Springs	\$250,000		state	76
CP42	City of Bancroft Child Pedestrian Safety Project	5	City of Bancroft	\$192,000		off sys	76
CP15	Safe Route to School (Priest River Junior High School)	1	City of Priest River	\$168,000		off sys	75
CP65	Sacajawea Elementary School SP2S Project	3	City of Caldwell	\$109,446	\$1,911,412	off sys	75
CP68	South 5th Avenue Sidewalk Corridor	5	City of Pocatello	\$250,000		state	75
CP07	Wardener Sidewalk Repair	1	City of Wardener	\$86,448		off sys	74
CP18	Iona Road Pedestrian Pathway	6	Bonneville County	\$111,336		off sys	74
CP23	Lemp-Larkwood Pathway + Street Light Upgrades	3	City of Meridian	\$90,000		off sys	74
CP24	Sandpoint Child Safety Connections	1	City of Sandpoint	\$150,000		off sys	74
CP33	Highway 31 Safe Child Pedestrian Project	6	City of Victor	\$198,000		state	74
CP46	City of Teton Child Pedestrian Safety Project	6	City of Teton	\$28,000	\$1,939,412	state	74
CP49	W. Indianhead - State Street Pathway Project	3	City of Weiser	\$250,000		off sys	74
CP59	North Main Street Children Pedestrian Project	3	City of Cascade	\$86,000		state	74
CP66	Naples Elementary School Pedestrian Safety Improvements	1	Boundary County	\$250,000		off sys	74
CP43	Sunnyside Hawk Signal	6	City of Ammon	\$95,000		off sys	73
CP02	Pathways for People	4	City of Hailey	\$250,000		off sys	73
CP08	Warner Ave Sidewalk Infill; 10th St to 12th St	2	City of Lewiston	\$231,000		off sys	73
CP39	10th Avenue East Sidewalk Installation	4	City of Jerome	\$250,000		off sys	73
CP67	SH44 Children Pedestrian Project 2018	3	City of Middleton	\$199,238		state	73
CP70	City Parks Sidewalks	6	City of Rexburg	\$59,000		off sys	73
CP26	Walking Path Extension on Denning Avenue	6	City of Iona	\$114,290		off sys	72
CP36	Safe Routes to School - 12th Street Pathway	3	City of Emmett	\$250,000		off sys	72
CP04	Lapwai Main Street Sidewalk & ADA Ramp Project - Phase 2	2	City of Lapwai	\$250,000		off sys	71
CP11	Ped Xing for Horseshoe Pathway, US 30 & S. Plymouth Avenue	3	City of New Plymouth	\$128,000		state	71
CP30	Trail Creek Sidewalk Extension	4	City of Ketchum	\$100,000		state	71
CP32	Preston Children Safety Sidewalk Project	5	City of Preston	\$250,000		off sys	71
CP40	St. Maries Sidewalk Improvements - Phase 2	1	City of St. Maries	\$250,000		off sys	71
CP50	2858 E Roadway Pedestrian Improvements	6	City of Roberts	\$250,000		off sys	71
CP05	Enhancing Pedestrian Safety in Orofino	2	City of Orofino	\$250,000		state	70
CP38	Safe Routes, Safe Children Project	1	City of Plummer	\$250,000		off sys	70
CP41	Main Street School Crossing	4	City of Oakley	\$15,000	\$1,954,412	off sys	70
CP03	Jr/Sr High School Bridge Street Sidewalk	6	City of St. Anthony	\$60,000		off sys	69
CP48	Blinking Signage for Pedestrian Crosswalk on Highway 20/26/93	6	Butte County	\$4,715	\$1,959,127	state	69
CP51	Clay Street Child Pedestrian Improvements	5	City of Montpelier	\$250,000		off sys	69
CP57	Hillcrest Pedestrian Improvements	5	City of American Falls	\$250,000		state	69
CP09	South 18th East Street Lighting Improvement	3	City of Mountain Home	\$150,000		off sys	68
CP58	Children Pedestrian Improvements	5	City of Paris	\$250,000		state	68
CP61	Fremont Ave Pedestrian Improvements	5	City of Aberdeen	\$250,000		off sys	68

CP29	Dalton Gardens School Speeding Signing	1	City of Dalton Gardens	\$48,100		off sys	67
CP37	Villa Dr Path, S Boundary St to 7th St	4	City of Heyburn	\$221,000		off sys	67
CP14	US Highway 95 Sidewalk & Drainage Improvements, Phase 3	3	City of Cambridge	\$198,000		state	66
CP28	East Main Street Sidewalk Curb and Gutter Replacements	4	City of Wendell	\$109,410		off sys	66
CP54	Child Pedestrian Pathway Improvements	5	City of Downey	\$250,000		off sys	66
CP01	2018 Child Pedestrian Crossing Safety Plan	4	City of Gooding	\$28,800		state	65
CP10	Solar Powered School Area Speed Limit Signs	6	City of Tetonia	\$17,926	\$1,977,053	state	64
CP13	Pedestrian Improvements near South Hills Middle School	4	City of Twin Falls	\$245,000		off sys	64
CP34	Earle Street Sidewalk Improvements	1	City of Mullan	\$250,000		off sys	64
CP60	New Sweden Child Pedestrian Pathway	5	Bingham County	\$200,000		off sys	64
CP64	Children Pedestrian Safety Shared Use Path	3	City of Notus	\$241,200		off sys	64
CP25	Sagle Bike Path Connections	1	Bonner County	\$90,000		off sys	63
CP31	Honeysuckle Beach Sidewalk	1	City of Hayden	\$69,000		off sys	62
CP62	Peterson Memorial Avenue Children Pedestrian Shared Use Pathway	3	City of New Meadows	\$192,960		off sys	62
CP21	Victor to Driggs Pathway - Repair and Fog Seal	6	Teton County	\$60,000		state	61
CP44	Lava City park Children Pedestrian Sidewalk/Path Project	5	City of Lava Hot Springs	\$42,000		off sys	61
CP63	PHB Crossing - Beacon St. & Manitou Ave	3	Ada County	\$180,000		off sys	61
CP71	Sugar City walk/bike pathway system part "P" Plus	6	City of Sugar City	\$250,000		off sys	56
CP20	Greenhorn/East Fork & SH 75 Sidewalk and Pedestrian Ramp	4	Blaine County	\$66,500		state	55
CP56	Ponderay to Kootenai	1	City of Ponderay	\$188,000		state	52



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Marvin Fenn	Presenter's Title EM D1	Initials MF	Reviewed By   BR
Preparer's Name Ryan Hawkins	Preparer's Title Design/Construction Engineer	Initials RH	

## Subject

Advance **US 95, Windfall Pass Curve, Benewah County** from FY21 to FY18 in the Approved ITIP using FY18 Federal Aid from prior year closeouts released to statewide balancing.

Key Number 18999	District 1	Route Number US 95
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## Background Information

The purpose of this information item is to notify the Board of the advancement of **US 95, Windfall Pass Curve, Benewah County** from FY21 to FY18 using prior year closeouts of District projects released to statewide balancing. The project has been delivered for advertisement, and companions with FY18 13852, Moctilime Creek Bridge, Benewah County. District 1 would construct the project this construction season.

This Safety project will address the high accident location on Hwy-95 at the Windfall Pass Curve (milepost 388) by modifying and increasing the length and turn radius of the curve. The project improvements include widening the lanes and shoulders throughout the curve and adding a left turn lane at the intersection of Hwy-95 and Windfall Pass Rd. Constructing the project will give the public safer driving conditions in the original programmed year.

The programmed value for construction is \$1,660,000 and the estimated cost is \$2,852,637.

## Recommendations

Advancement of US 95, Windfall Pass Curve, Benewah County (KN 18999) in the Safety program from FY21 to FY18 using prior year closeouts released to statewide balancing.

## Board Action

Approved  Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Ed Bala, P.E.	Presenter's Title District 5 Engineer	Initials EB	Reviewed By LSS
Preparer's Name Nathan Hesterman	Preparer's Title Sr. Planner - Programming	Initials NDH	

## Subject

**Delay OA Loan Payback to Develop SMA-7031, Hawthorne & Quinn Rds, Chubbuck in 2019 - 2020**

Key Number 12099	District 5	Route Number MP 1.063 to 1.067 on SMA-7031 in Chubbuck
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## Background Information

This item modifies Board Resolution ITB15-03 in regards to the Local Highway Technical Assistance Council's (LHTAC's) payback to District 5 for the Obligation Authority loan to advance **Turner Rd. Penstock Bridge, Caribou Co.** (Key No. 13563) from FY 2018 to FY 2015.

The pertinent portion of the Consent Calendar Resolution reads:

*5) Advance Turner Road Penstock Bridge, Caribou County from FY18 of the Local Bridge Program. District 5 delayed its \$1.67 million FY15 District 5 Bridge Repair project, key #12436, to permit Caribou County to fund its \$1.3 million Turner Road Penstock Bridge project, key #13563 this spring. Staff requested approval to advance the Turner Road Penstock Bridge project from FY18 to FY15.*

The FY15 Bridge Repair (Key No. 12436) project was delivered in FY 2015 regardless, via bid savings.

The District 5 Engineer proposes that the \$1.285 million payback due this year from LHTAC to District 5 be used to advance \$450,000 of right-of-way to FY 2019, \$500,000 of utilities to FY 2020, \$335,000 to FY 2021, and bring construction of **SMA-7031, Intersection Hawthorne and West Quinn Roads, Chubbuck** (Key No. 12099) from Preliminary Development to FY 2023 of the FY 2019 Draft Local Urban Program. The Local Urban Committee concurs with this change. This modification would partially mitigate the effect of an earlier delay to fund **I-15, Northgate Interchange** (Key No. 20314).

## Recommendations

Approve the use of the \$1.285 million Obligation Authority Loan Payback from LHTAC to District 5 to advance development of **SMA-7031, Intersection Hawthorne and West Quinn Roads, Chubbuck** (Key No. 12099) within the FY 2019 Draft Local Urban Program.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Devin Rigby	Presenter's Title District Engineer	Initials DR	Reviewed By DR
Preparer's Name John Baxter	Preparer's Title Project Manager	Initials JB	MC

## Subject

HDR Term Agreement Extension on Project A13(397)- UPRR Br MP 170.9, Gooding County		
Key Number 13397	District 4	Route Number US-30 (I-84B)

## Background Information

The purpose of this Board Agenda Item is to request approval to extend HDR Engineering's term agreement threshold of \$1,500,000 per Board Policy 4001.

HDR was selected via RFI in August 2017 to complete the roadway design for US-30 near Bliss, Idaho. They were chosen, in part, for this project because they did the bridge design making them familiar with the requirements to design of the roadway.

During the April 2018 board meeting consent calendar approval, HDR was approved to extend their term agreement limit by \$70,850 for Project KN 20623. Ultimately the agreement was written for \$500 less.

The original roadway agreement for this project is \$178,300.00. A supplemental agreement is needed for additional work to update the bridge design and additional utility coordination. This supplemental agreement will be for \$18,500. HDR is also the Engineer of Record for the bridge design, which is expected to cost \$69,000. The total additional term agreement needed is \$87,500 which will make their total term agreement \$1,657,850.

In order to preserve the schedule, and meet the project delivery metric, District 4 recommends and hereby requests that the agreement with HDR be allowed to proceed, exceeding the \$1,500,000 term agreement limit.

## Recommendations

Approve request to extend the consultant term agreement threshold of \$1,500,000 per Board Policy 4001.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Monica Crider, P.E.	Presenter's Title Contracting Services Engineer	Initials MC	Reviewed By   
Preparer's Name Mike Cram	Preparer's Title Project Manager	Initials MWC	

## Subject

REQUEST TO APPROVE CONSULTANT AGREEMENTS		
Key Number N/A	District N/A	Route Number N/A

## Background

Board Policy 4001 delegates authority to approve routine engineering agreements of up to \$1M to the Director or another delegate. Any agreements larger than this amount must be approved by the Board. The purpose of this Board item is to request approval for agreements larger than \$1M on the same project

The size of the agreements listed was anticipated because of the complexity and magnitude of the associated construction projects. In many instances, the original intent is to solicit the consultant services in phases allowing for greater flexibility of the Department, limited liability, and better design after additional information is obtained. In other cases, such as for Construction Engineering and Inspection services one single agreement over \$1 M may be issued allowing for continuity of the inspector. In all cases, any agreement over \$500,000 is awarded through the Request for Proposal (RFP) process which is open to all interested firms.

Additional detail is attached for each of these agreements and projects.

## Recommendations

Approve KN 18881 for CEI services with Horrocks Engineers for \$1.70 M and KN 18881 for Engineer of Record services with Stanley Consultants for \$0.56 M.

## Board Action

Approved  Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



Your Safety • Your Mobility  
Your Economic Opportunity

## Department Memorandum

Idaho Transportation Department

ITD 0500 (Rev. 07-17)  
itd.idaho.gov

**DATE:** May 17, 2018

**Program Number(s)** A018(881)

**TO:** Monica Crider

**Key Number(s)** 18881

**FROM:** Devin Rigby

**Program ID, County, Etc.**

I-84/I-86, Salt Lake System IC

**RE:** Request to increase professional services agreement amount to over \$1,000,000 -  
Horrocks Engineers, Inc

The purpose for this project is to improve the safety and mobility of the I-84/I-86 System Interchange.

The purpose of this board item is to request approval, per Board Policy 4001, to increase the existing professional services agreement amount to over \$1,000,000 for consultant services to perform materials testing and inspection on the Salt Lake Interchange project.

Horrocks was selected via RFP to do field inspection and materials testing work on the Salt Lake Interchange project. This project will require extensive work in the testing and inspecting of concrete, asphalt, road base, excavation, and the two new bridges. This is the initial agreement for these services. These services are estimated to cost \$1,700,000 .



**DATE:** May 17, 2018

**Program Number(s)** A018(881)

**TO:** Monica Crider

**Key Number(s)** 18881

**FROM:** Devin Rigby

**Program ID, County, Etc.**

I-84/I-86, Salt Lake System IC

**RE:** Request to increase professional services agreement amount to over \$1,000,000- Stanley Consultants

The purpose for this project is to improve the safety and mobility of the I-84/I-86 System Interchange.

An RFP for these services was originally awarded in March 2016. The intent has always been to award the design agreements for this project in phases. At the December 2016 Board meeting, approval was granted to increase the professional services agreement amount for Phases 1, 2 & 3, collectively, to \$2,450,000. However, agreements for Phases 1 and 2 totaled \$2,394,325. An agreement for Phase 3 was written inadvertently without seeking Board approval, taking the total of all three phases to \$3,253,525. All three phases of this project are complete.

Consistent with our original intent, Phase 4 of this project is to hire Stanley Consultants to provide Engineer of Record Services. The work will include reviewing shop drawings and Requests for Information submitted by the contractor. This work is expected to span the next 18 to 24 months and cost \$555,000.

The purpose of this board item is to request approval to extend the existing professional services agreement amount on this project to \$3,808,525, inclusive of Phases 3 and 4 of work.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Blake Rindlisbacher, PE	Presenter's Title Engineering Services Administrator	Initials BR	Reviewed By LSS
Preparer's Name Monica Crider, P.E.	Preparer's Title Contracting Services Engineer	Initials MC	BR

## Subject

Board Approval of Contracts for Award		
Key Number	District	Route Number

## Background Information

In accordance with board policy 4001, the construction contracts on the attached report exceeded the engineer's estimate by more than ten percent (10%) but are recommended for award with board approval.

Justification is attached for awarding of contracts.

Since the last Board Agenda report Contracting Services has Bid 14 projects, 6 of them needing Board approval to award, 1 of them needing Board approval to reject and 1 project awaiting district justification.

FY18 – 10/1/2017 to 4/30/2018 Contracting Services has bid 85 projects, 24 of them needing Board Approval to award, 4 needing Board approval to reject and 1 project awaiting district justification.

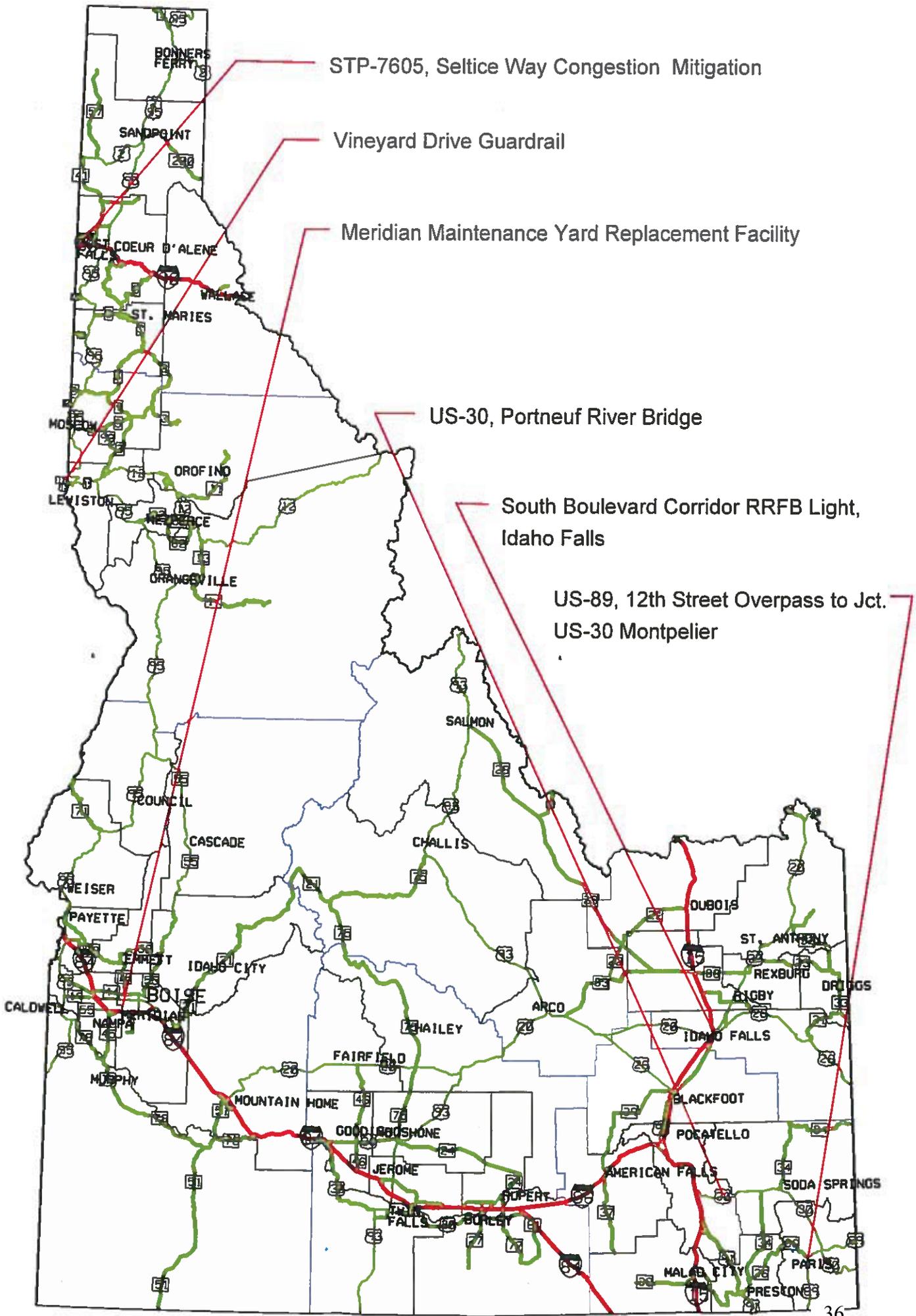
## Recommendations

In accordance with board policy 4001, the construction contract(s) on the attached report is(are) recommended for award with board approval.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



STP-7605, Seltice Way Congestion Mitigation

Vineyard Drive Guardrail

Meridian Maintenance Yard Replacement Facility

US-30, Portneuf River Bridge

South Boulevard Corridor RRFB Light,  
Idaho Falls

US-89, 12th Street Overpass to Jct.  
US-30 Montpelier

# Monthly Contract Status Report to the Board

## CONTRACT(S) FOR BOARD APPROVAL

KEY	Engineer Estimate	Low Bid	Net +/-	% of Est
Dist: 1	Route: I-90	OPENING DATE: 3/27/2018	CONTRACTOR: THORCO, INC.	NUMBER OF BIDS: 1
12311	\$1,608,706	\$2,098,750	\$490,044	130%
12311	SELTICE WAY CONGESTION MITIGATION	SAFTY/TRAF OPER	Local	
Dist: 2	Route: Off System	OPENING DATE: 3/6/2018	CONTRACTOR: M L ALBRIGHT & SONS, INC.	NUMBER OF BIDS: 2
13444	\$129,062	\$160,000	\$30,938	124%
13444	VINEYARD DR GUARDRAIL, LEWISTON	SAFTY/TRAF OPER	Local	
Dist: 3	Route: Off System	OPENING DATE: 4/3/2018	CONTRACTOR: STAKER & PARSON COMPANIES dba IDAHO MATERIALS & CONSTRUCTION	NUMBER OF BIDS: 1
19772	\$754,000	\$1,243,362	\$489,362	165%
19772	MERIDIAN MAINTENANCE YARD REPLACEMENT FACILITIES	SUP FACIL	State	
Dist: 5	Route: US-30	OPENING DATE: 4/3/2018	CONTRACTOR: DL BECK, INC.	NUMBER OF BIDS: 4
19019	\$2,554,588	\$3,325,502	\$770,914	130%
19019	PORTNEUF RV BR, BANNOCK CO	BR/APPRS	State	
Dist: 5	Route: US-89	OPENING DATE: 4/3/2018	CONTRACTOR: STAKER & PARSON COMPANIES dba JACK B. PARSON COMPANIES	NUMBER OF BIDS: 3
20155	\$1,044,210	\$1,656,596	\$612,386	159%
20155	12TH ST OPASS TO JCT US-30, MONTPELIER	RESRF/RESTO&REHAB	State	
Dist: 6	Route: Off System	OPENING DATE: 3/27/2018	CONTRACTOR: DL BECK, INC.	NUMBER OF BIDS: 2
18811	\$190,037	\$229,868	\$39,831	121%
18811	SOUTH BLVD CORRIDOR RRFB LIGHT, IDAHO FALLS	SAFTY/TRAF OPER	Local	

DATE OF BID OPENING - MARCH 27, 2018 - FEDERAL & STATE FINANCED PROJECT

---

Idaho Federal Aid Project No. A012(311)  
STP-7605, Seltice Way Congestion Mitigation  
Kootenai County, Key No. 12311

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DESCRIPTION: The work on this project consists of traffic signal system installation at three intersections along and adjacent to I-90 Business Route, MP 4.577 to MP 4.921; STP-7605

BIDDERS:

Thorco, Inc. \$2,098,750.00  
Coeur d'Alene, ID 83816-2167

1 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$1,608,705.96

LOW BID - 130 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

9/25/18  
Date



DATE: 04/23/18

Program Number(s) A012(311)

TO: MONICA CRIDER, P.E.  
Contracting Services Engineer

Key Number(s) 12311

FROM: DISTRICT 1 ENGINEER *DW*

Program ID, County, Etc.  
STP-7605 (I-90B) Seltice Way Congestion  
Mitigation

Kootenai County, ID

WA# T111160

RE: DISTRICT 1 RESPONSE TO JUSTIFICATION FOR AWARD OR REJECTION OF BID - Page 1 of 2

District 1 has performed an analysis of the bids, and reviewed the justification provided by the City of Post Falls and their consultant, and agrees with the conclusions, as well as their request to award (see attached for reference).

There was only one bid on the project. This has been observed to be a normal occurrence for signal projects in Post Falls, and Coeur d'Alene for some time, as there is a lack of market competition for prime contractors on small signal projects.

The single bid came in at 130.46% over the Engineer's Estimate. The largest discrepancy between the bid price and the Engineer's Estimate (EE) occurred in S901-05B Adaptive Central Control System (ACCS). The reasons reported for the discrepancy are three-fold: It was discovered that the price in the estimate was based upon a 2015 price, the price did not include all the necessary hardware for the system to connect, and finally, the price did not account for several modifications and upgrades that the manufacturer had made to the specified system in the last three years.

If these oversights had been identified prior to bid, the EE would have been corrected, and that alone would have resulted in the EE and the total bid price being within 14% of each other.

The other bid items that experienced the highest discrepancies, and were the bulk of the remaining cause for the bid coming in more than 110% of the EE include:

S911-05C SP INSTALL 2" PC CONDUIT	\$41,905.50 over EE
S901-05K SP PTZ VIDEOSYSTEM WITH LOWERING	\$31,470.00 over EE
614-025A CURB RAMP	\$23,693.72 over EE
S904-05C SP MULTIPLE APPROACH ADV DET SYS (SPOKANE/MULLAN)	\$23,660.00 over EE
S904-05B SP MULTIPLE APPROACH ADV DET SYS (SELTICE/HENRY)	\$22,450.00 over EE

The discrepancies in these items appear to be due to the small quantities, work in a congested part of town, and a lack of competition in traffic signal work in the area.

For the above reasons, it is felt to be unlikely that readvertising would result in an increase in the number of bids, or a reduction in the bid prices.

(Con't)

The local has expressed the importance of these improvements to mobility in their system, and ITD-D1 supports projects that will improve safety, mobility, and economic opportunity. Reducing congestion at these intersections and the associated ADA improvements will do that. KMPO has provided additional funding and the City, by resolution, has agreed to pay the remaining amount needed to cover the low bid.

In light of the above, ITD-D1 recommends award.

Enclosure

April 20, 2018

Idaho Transportation Department – District 1  
Attn: Greg Brands, PE  
600 W. Prairie Ave.  
Coeur d’Alene, ID. 83815-8764

**RE: PROJECT A012(311), KEY NO. 12311 – SELTICE WAY CONGESTION  
MITIGATION – JUSTIFICATION FOR AWARD**

To whom it may concern:

Bids for the subject project were opened by the Idaho Transportation Department (ITD) on March 27, 2018. There was one (1) bidder on the project and the bid of \$2,098,750.00 exceeded the engineers estimate of \$ 21,608,705.96 by 130.46%.

The City of Post Falls has discussed the bid results with the projects design engineer, Jeremy Clark, PE / PTOE of David Evans and Associates and with ITD District 1. The Kootenai Metropolitan Planning Organization (KMPO) was able to secure \$290,000 of additional project funding at the April State Urban Balancing meeting. On April 17, 2018 the City of Post Falls City Council recommended award of the project and approved an additional \$109,286 for project funding.

Justification for awarding the project is based on the following:

- 1) During preparation of the Engineers Estimate the design engineer relied upon a 2015 estimate, prepared by a previous project manager, for the cost of including an Adaptive Central Control System (ACCS) (Bid Item S901-05B) in the project. This item resulted in a difference of \$189,502 between the engineers estimate and the construction bid. The ACCS is an intricate part of the proposed systems successful operation and sole source procurement is necessary for the system to interconnect with three (3) existing signals being operated by ITD and one (1) existing signal being operated by the City of Post Falls. The 2015 estimate did not include all of the necessary hardware for the ACCS System to connect to the Computer systems at the City of Post Falls and ITD. Additionally, modifications and upgrades had been made to the identified ACCS by the products manufacturer between 2015 and the preparation of updated engineers estimate for bidding. Had the ACCS system been appropriately estimated, the project bid would have been within 14% of the engineers estimate.

- 2) The project received only one bid. It is unfortunately a normal occurrence for signal projects in Post Falls / Cocur d'Alene region to receive only one bid as there lacks market competition for prime contractors on traffic signal projects. Based on the history of bids received in the area, it is unlikely that any additional bidders would submit if the project was to be rebid as approximately 75% of the projects bid cost (\$1,490,853) are directly associated with Traffic Signal Installation, Traffic Signal Hardware and Fiber Optic Communication systems.
- 3) The City of Post Falls and the Design Engineer are of similar opinion that there is little opportunity for cost savings if the project were to be rebid. The project is intended to be a systemic solution for mitigating congestion within the combined traffic systems of the City of Post Falls downtown area and ITD's Interstate 90 Business loop. As designed, the project lacks significant areas to trim the scope and needed materials to construct and still provide a functioning system that addresses the capacity and safety needs. Based on the justifications of #1 and #2 above, there is little likelihood that prices would go down with rebidding and if the project were rebid there would more than likely be increased prices due to the late nature of bidding and several months required procurement time for signal components.
- 4) David Evans & Assoc. has reviewed and revised the Engineers Cost Estimate based upon consideration of justifications of #1 and #2 above. The revised Engineers Cost Estimate reflects a cost within 10% of the bid received by the Bidder.

Please let me know if there are any questions or concerns regarding this matter.

Regards,



Robert S. Palus, PE  
Assistant City Engineer  
City of Post Falls, Idaho  
208-457-3331  
[rpalus@postfallsidaho.org](mailto:rpalus@postfallsidaho.org)

DATE OF BID OPENING - MARCH 6, 2018 - FEDERAL & STATE FINANCED PROJECT

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Idaho Federal Aid Project No. A013(444)  
Vineyard Drive Guardrail  
Nez Perce County, Key No. 13444

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DESCRIPTION: The work on this project consists of replacing the existing substandard guardrail on Vineyard Drive in Lewiston

BIDDERS:

M L Albright & Sons, Inc. Lewiston, ID 83501-0603	\$160,000.00
Knife River Corporation -Northwest Boise, ID 83709	\$240,000.00

2 BIDS ACCEPTED (1 BID REJECTED – DBE)

ENGINEER'S ESTIMATE - \$129,062.08

LOW BID - 124 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

Date

4/18/18

## Department Memorandum

Idaho Transportation Department



DATE: April 9, 2018

Program Number(s) A013(444)

TO: Monica Crider, P.E.  
Contracting Services Engineer

Key Number(s) 13444

*David B. Kuisti*

 FROM: David B. Kuisti, P.E.  
District 2 Engineer

 Program ID, County, Etc. Vineyard Drive  
Guardrail, Nez Perce  
County

RE: JUSTIFICATION OF BID REJECTION

On March 6, 2018, three bids were opened for the above-mentioned project and the bidder for the project was 124% (\$30,937.92) above the Engineer's Estimate. Out of the three bidders one was irregular and the low bidder was ML Albright & Sons. District 2 reviewed the bid, believes that the low bid is a responsive bid.

The Estimate was based on a combination of the ITD bid average unit price report and City of Lewiston historical unit prices on federally funded transportation project. We believe due to the small quantiles on this project was the biggest reason for a high bid.

There were three bid items that accounted for \$28,919.80 over the Engineers Estimate. These items are pavement (405-325A), guardrail (612-005D) and guardrail terminal (612-115C). We believe that the paving width of one foot to eight feet was the reason for the high pavement bids and the guardrail items was higher due to the small quantity.

In Summary, District 2 recommends awarding the project to the low bidder in the amount of \$160,000.00. Funding for this increase was awarded to the LCVMPPO by the MPO Urban Committee on April 5, 2018.

ITD worked with the City of Lewiston; Alannah Bailey, P.E. Engineering Project Supervisor; on this justification and attached is a copy of the letter requesting ITD to award this project.

DBK:ctz\ADMIN\Paperless\Monthly Correspondence\2018\04 - April\04-10-18 13444 - Justification to Reject Bid.doc

Attachment

CC: DE2  
D/C A



April 16, 2018

Monica Crider, P.E.  
Contracting Services Engineer  
Idaho Transportation Department

**Re: Project No. A013(444); Key No. 13444  
Vineyard Drive Guardrail, Nez Perce County  
Justification for Award**

Monica:

Bids were opened for the Vineyard Drive Guardrail project on March 6, 2018. This project will replace existing substandard guardrail and provide additional roadway width. The two responsive bids received were over the Engineers Estimate (Estimate) of \$129,062.08. The low bid (Bid) of \$160,000, submitted by ML Albright & Sons, Inc. is 24% (\$30,937.92) over the Estimate.

Based on City of Lewiston (City) bid history with federally funded transportation projects, it was anticipated a limited number of bids may be received. There were 4 prime bidders on the plan holders list, 3 submitted bids of which 1 was irregular. The irregular bid was not the apparent low bid.

The Estimate was based a combination of the ITD average unit price report and City historical unit prices on federally funded transportation projects. The ITD unit price report is a reliable resource for estimating projects much larger than this project. Using this report to estimate small projects requires the estimator to make assumptions to account for the increased unit price associated a smaller project, resulting in reduced accuracy.

The Bid exceeded the Estimate by more than 10% or \$12,906.21. On small budget projects, lower variations in unit prices affect the percentage difference more dramatically than on larger projects. Exceeding the 10% threshold on smaller projects should be anticipated more frequently. This project was over the 10% threshold as a result of an inaccurate estimate for guardrail items with a total difference of \$18,538. Because of this small project size, the 24% variation between the Bid and the Estimate is accepted. Closer review of the submitted bid does not indicate any bid cost that is unreasonable or unjustifiable.

There are 2 work items (3 bid items) which account for a total variation of \$28,919.80 or 93% of amount over the Estimate. These items are for pavement (405-325A) and guardrail (612-005D and 612-115C). The pavement cost was estimated based on full width paving, instead of the cost for the less productive work of pavement patching. Project paving widths vary from approximately 1' to 8', therefore a unit price reflecting higher cost for patching work is reasonable. Guardrail items are W-beam and end treatments. Estimated costs for guardrail were based on an inflated ITD average unit price. The bid amount is \$18,538 more than the Estimate. Although this increased amount is difficult to understand it may be the resultant of using steel posts instead of wood posts, a requirement to use

Justification for Award  
Page 2

longer post length due to the topography, and a Contractors/Subcontractors markup. The City has reviewed the submitted unit prices for these items and considers them reasonable.

Funding for this increased budget was awarded by the MPO Urban Committee on April 5, 2018. The City recommends the awarding this project to ML Albright & Sons, Inc.

Sincerely,



Alannah Bailey, P.E.  
Engineering Project Supervisor

ecopy: Curtis Arnzen, PE, Resident Engineer (ITD); Ken Helm (ITD); Chris Davies, PE, Public Works Director (City)  
j:\capital\streets\vineyard dr guardrail tr024 key 13444\bidning\13444 justification for award.docx

DATE OF BID OPENING - APRIL 3, 2018 - STATE FINANCED PROJECT

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Idaho Project No. A019(772)  
Meridian Maintenance Yard Replacement Facilities  
Canyon County, Key No. 19772

---

DESCRIPTION: The work on this project consists of developing new 10 acre, ITD maintenance site in Nampa including roadway improvements and widening, CMP culvert replacement, drainage improvements, loader shed, magnesium chloride tank/pump system; utilities, fencing, irrigation and landscape.

BIDDERS:

Staker & Parson Companies dba Idaho Materials & Construction \$1,243,362.00  
Nampa, ID 83653-1310

1 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$754,000.00

LOW BID - 165 Percent of the Engineer's Estimate

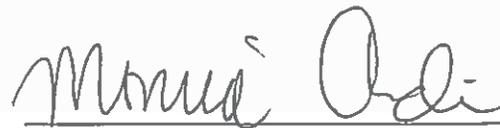
(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

4/20/18  
Date

**IDAHO TRANSPORTATION DEPARTMENT**  
**Department Memorandum**

**DATE:** April 26, 2018 **PROJECT NO.(S):** A019(772)

**TO:** MONICA CRIDER, P.E.  
CONTRACTING SERVICES ENGINEER **KEY NO.(S):** 19772

**FROM:** AMY REVIS, P.E. *AR*  
DISTRICT THREE ENGINEER **PROJECT ID, COUNTY, ETC.:**  
D3 Nampa Maintenance Facility Ten  
Lane Construction and Site  
Development

**RE:** BID JUSTIFICATION

District 3 has received and reviewed the bid results for the reference project. There was one bid received for the project at \$1,243,362. The engineer's estimate was \$754,000. Staker & Parson Companies dba Idaho Materials Construction submitted the bid at 165% of the Engineer's estimate.

The differences between the engineer's estimate and the Idaho Materials Construction bid are summarized in the table below.

Bid Item	Engineer's Estimate	Idaho Materials Construction (% over)
Ten Lane Construction	\$325,000 LS	\$508,633 (157%)
Facility Site Development	\$354,000 LS	\$606,771 (171%)
Mobilization	\$75,000 LS	\$127,958 (170%)

This project was designed using the Idaho Standards for Public Works Construction (ISPWC) specifications. As such, standard ITD bid items are not applicable for most of the work and ITD average unit price information is not available. The project was bid with two lump sum items, one for the Ten Lane roadway widening and one for the site development.

Upon review of the engineer's estimate for the site development work put together by consultant, several items appear to be significantly underestimated. The estimated price of the mag tanks are half of what is expected. The equipment shed is underestimated by about \$20,000. The landscaping design and installation and the fencing appear to be underestimated. It is expected that all earthwork items are underestimated due to the small nature of the site and small quantities involved.

The Ten Lane construction work engineer's estimate is also underestimated considering the tight work area, small quantities and low production expected. Higher than average bid prices are expected.

This is a high priority project for the District. Getting this maintenance site constructed and operational prior to winter 2018 is critical for effective and efficient Interstate 84 winter maintenance operations. This maintenance site replaces the old Meridian maintenance site. Funds from the sale of the Meridian maintenance site have been identified to cover the difference between the currently obligated funds and the bid amount.

Re-bidding this project for construction this summer would not likely result in lower bid prices. It is recommended that this project be awarded to Staker & Parson Companies dba Idaho Materials Construction.

DATE OF BID OPENING - APRIL 3, 2018 - FEDERAL & STATE FINANCED PROJECT

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Idaho Federal Aid Project No. A19(019)  
US 30, PORTNEUF RV BR  
Bannock County, Key No. 19019

---

**DESCRIPTION:** The work on this project consists of Repairing and In Place Replacement of the Portneuf River Culverts along with associated headwall repair and restoration of the disturbed riparian area.

**BIDDERS:**

D L Beck, Inc. Rexburg, ID 83440	\$3,325,502.19
Braun-Jensen, Inc. Payette, ID 83661	\$3,331,000.00
Knife River Corporation -Northwest Boise, ID 83709	\$3,377,720.00
Cannon Builders, Inc. Blackfoot, ID 83221	\$3,601,285.00

4 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$2,554,588.00

LOW BID - 130 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

Date

4/25/18



**DATE:** 4/20/18

**Program Number:** A019(019)

**TO:** Monica Crider, P.E.  
Contracting Services Engineer

**Key Number:** 19019

**FROM:** Ed Bala, P.E.  
District 5 Engineer

**Program ID, County, Etc.:**  
US 30, PORTNEUF RV BR, BANNOCK CO  
W.A. P155380

**RE:** BID JUSTIFICATION

District Five has received and reviewed the bids for the referenced project. Four bids were received, ranging from 130.2% to 141% of the Engineer's Estimate. The source of the Engineer's Estimate was the design consultant hired for the project, Burns and McDonnell.

Three main differences between the Engineer's Estimate and the low bid are encompassed within the following items: 210-005A STR EXCAVATION SCH NO. 1, S501-30A SP BRIDGE TUNNEL LINER PLATE CULVERT, and Z629-05A MOBILIZATION.

The 210-005A STR EXCAVATION SCH NO. 1 item involves excavation in and around the culvert inlet and outlet, as well as inside the culvert itself. The anticipated work area is small and restrictive, and extensive coordination will be required. The difference between the low bid and the Engineer's Estimate for this item is \$175,892.61.

The S501-30A SP BRIDGE TUNNEL LINER PLATE CULVERT item consists of specialized work. The method specified for construction is only used a few times a year in the continental United States. Due to the unique nature of the work, no previous estimates were available for reference, and the design consultant relied on industry contacts to develop the estimate. The difference between the low bid and the Engineer's Estimate for this item is \$334,652.58.

The Z629-05A MOBILIZATION item cost was calculated using the standard 10% for the Engineer's Estimate. Due to the specialized nature of the culvert rehabilitation work, it is believed that the low bid included a higher cost in order to mobilize a subcontractor that specializes in this type of work. The difference between the low bid and the Engineer's Estimate for this item is \$291,900.00.

Our review showed that there is not a readily available option to change the project design, making re-bidding difficult. Also, no obvious errors were discovered in the Engineer's Estimate. We feel that the low bid is representative of the proposed work, and it is recommended that the project be awarded.

ES:GR

CC: DE  
EM-5

DATE OF BID OPENING - APRIL 3, 2018 - FEDERAL & STATE FINANCED PROJECT

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Idaho Federal Aid Project No. A020(155)  
US-89, 12th St. Opass to Jct. US-30, Montpelier  
Bear Lake County, Key No. 20155

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DESCRIPTION: The work on this project consists of milling and repaving; seal coating; removal of obstructions; sign and signal installation and sidewalk and curb ramp installation on US-89 and addition of sidewalk on 4th St. US-30 in Montpelier, Idaho

BIDDERS:

Staker & Parson Companies dba Jack B. Parson Companies Pocatello, ID 83202	\$1,656,596.00
Kilgore Companies LLC dba Legrand Johnson Construction Co Logan, UT 84321	\$1,688,035.00
Gale Lim Construction LLC Blackfoot, ID 83221	\$1,889,859.63

3 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$1,044,209.71

LOW BID - 159 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

4/26/18  
Date

## Department Memorandum

### Idaho Transportation Department



**DATE:** April 17, 2018 **Program Number(s):** A020(155)

**TO:** Monica Crider, P.E. (*electronic*) **Key Number(s):** 20155  
 Contracting Services Engineer

**FROM:** Ed Bala, P.E. **Program ID, County, Ect:** US-89 12<sup>th</sup> St. Opass to Jct US-30, Montpelier, Franklin County  
 District 5 Engineer  
**Ed Bala** Digitally signed by Ed Bala  
 DN: cn=Ed Bala, o=IDOT, email=ed.bala@itd.idaho.gov, c=US  
 Date: 2018.04.26 11:17:37 -0600

**RE:** 20155, US-89 12<sup>th</sup> St Opass to Jct US-30, Justification

On April 3, 2018, 3 bids were opened for the above mentioned project and the apparent low bidder for the project was 159% (\$1,656,599.00) above the Engineers Estimate. The apparent low bid on this project is Staker & Parson Co's. DBA Jack B Parsons Co's. District 5 reviewed the bid and recommends award of the contract.

The Estimate was based on the ITD's bid average unit prices from both Estimator and the Average Unit Price Report. District 5 believes that the remote location, small quantities and construction advancement on this project are the biggest reasons for the high bid. All 3 bids came in within \$230,000.00 of each other showing that the unit pricing for each item is reasonable and true.

Eighty Nine (89%) Percent of the contract pay items came in over the Engineers Estimate. The difference between the Engineer's estimate and bid is due to three factors; remote location, small quantity and project advancement. In hindsight, the bid values are close to a similar project in that same location constructed last year. That information was not available when this estimate was created. The price used by the apparent low bidder is reasonable based on remote location, small quantity and the expedited construction time.

Completion of this project during the 2017 construction season is important because the existing pavement is deteriorating rapidly.

In summary, District5 recommends awarding the project to the apparent low bidder in the amount of \$1,656,596.00.

TC:tc 20155 500 Bid Justification

CC: DE5

D/C A

DATE OF BID OPENING - MARCH 27, 2018 - FEDERAL & STATE FINANCED PROJECT

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Idaho Federal Aid Project No. A018(811)  
South Boulevard Corridor RRFB Light, Idaho Falls  
Bonneville County, Key No. 18811

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DESCRIPTION: The work on this project consists of installing pedestrian activated LED Flashing Crossing Warning Signs between Sunnyside Road and the Yellowstone Highway.

BIDDERS:

DL Beck, Inc. Rexburg, ID 83440	\$229,868.35
DePatco, Inc. St Anthony, ID 83445	\$321,814.40

2 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$190,037.10

LOW BID - 120 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

Date

4/25/18

**Local Highway Technical Assistance Council**

3330 Grace Street  
Boise, Idaho 83703

Phone 208.344.0565  
Fax 208.344.0789  
Toll Free 1.800.259.6841

www.lhtac.org



Mark Rekow  
Chairman

Diana Thomas  
Vice Chairman

Gilbert Hofmeister  
Secretary/Treasurer

Jeff R. Miles, PE  
Administrator

<b>Date:</b>	April 17, 2018	<b>Project No.:</b>	A018(811)
<b>To:</b>	Monica Crider, PE Contracting Services Engineer	<b>Key No.:</b>	18811
<b>From:</b>	Jeff R. Miles, PE Administrator	<b>Project Identification:</b>	South Boulevard Corridor RRFB Light
		<b>Project County:</b>	Bonneville

**RE:** Justification for Bid Award

Bids were opened for KN 18811 South Boulevard Corridor RRFB Light, City of Idaho Falls on March 27, 2018. Two (2) bids were received and the apparent low bidder was DL Beck, Inc. The submitted low bid (\$229,868.35) exceeded the Engineer's Estimate (\$190,037.10) for the project by approximately 21%. This is the second time the project has been advertised.

The bid item for Mobilization (Z629-05A) was significantly higher than the Engineer's Estimate and is likely due to the inclusion of working drawings and details associated with the bid item SP LED Flasher (S901-05A). The bid item for PS LED Flasher was \$12,000 less than the Engineer's Estimate. The other submitted bid also had a mobilization cost notably higher than the Engineer's Estimate. Based on bid values, both bidders appear to have a similar understanding of the work required.

Two (2) bids were received for this project, which is reflective of the current workload for local contractors in the area. The City of Idaho Falls has bid numerous public works project bids that receive less than three (3) bidders. This project is predominately electrical work and not many local contractors are equipped to self-perform the required amount per the contract specifications.

This project is a safety enhancement that will benefit the travelling public in the City of Idaho Falls well into the future. Review of the bids received indicate that adjustment to the plans or specifications will not show significant benefit to considering adjustment or rebidding. We recommend that the contract for Project #A018(811), Key #18811, be awarded to the low bidder, DL Beck, Inc. Funds to cover the additional cost have been designated.

Sincerely,  
  
Jeff R. Miles, PE  
Administrator

Cc: Chris Canfield, PE – City of Idaho Falls

**Council Members**

Association of Idaho Cities  
Mayor Mac Pooler  
City of Kellogg

Idaho Association of Highway Districts  
Commissioner Neal Gier  
Buhl Highway District

Idaho Association of Counties  
Commissioner Don Ebert  
Clearwater County

Ex-Officio Members  
Jessica Harrison, Executive Director  
Association of Idaho Cities

Mayor Robert Berlin  
City of Roberts

Commissioner Terry Werner  
Post Falls Highway District

Commissioner Mark Rekow  
Gem County

Nick Veldhouse, Executive Director  
Idaho Association of Highway Districts

Mayor Diana Thomas  
City of Welser

Commissioner Gilbert Hofmeister  
Power County Highway District

Commissioner Todd Smith  
Madison County

Seth Grigg, Executive Director  
Idaho Association of Counties



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Blake Rindlisbacher, PE	Presenter's Title Engineering Services Administrator	Initials BR	Reviewed By LSS
Preparer's Name Monica Crider, P.E.	Preparer's Title Contracting Services Engineer	Initials MC	

## Subject

Board Approval of Contracts for Rejection		
Key Number	District	Route Number

## Background Information

In accordance with board policy 4001, the construction contract on the attached report exceeded the engineer's estimate by more than ten percent (10%) and is recommended for rejection with board approval.

Justification is attached for rejecting of contract.

Since the last Board Agenda report Contracting Services has Bid 14 projects, 6 of them needing Board approval to award, 1 of them needing Board approval to reject and 1 project awaiting district justification.

FY18 – 10/1/2017 to 4/30/2018 Contracting Services has bid 85 projects, 24 of them needing Board Approval to award, 4 needing Board approval to reject and 1 project awaiting district justification.

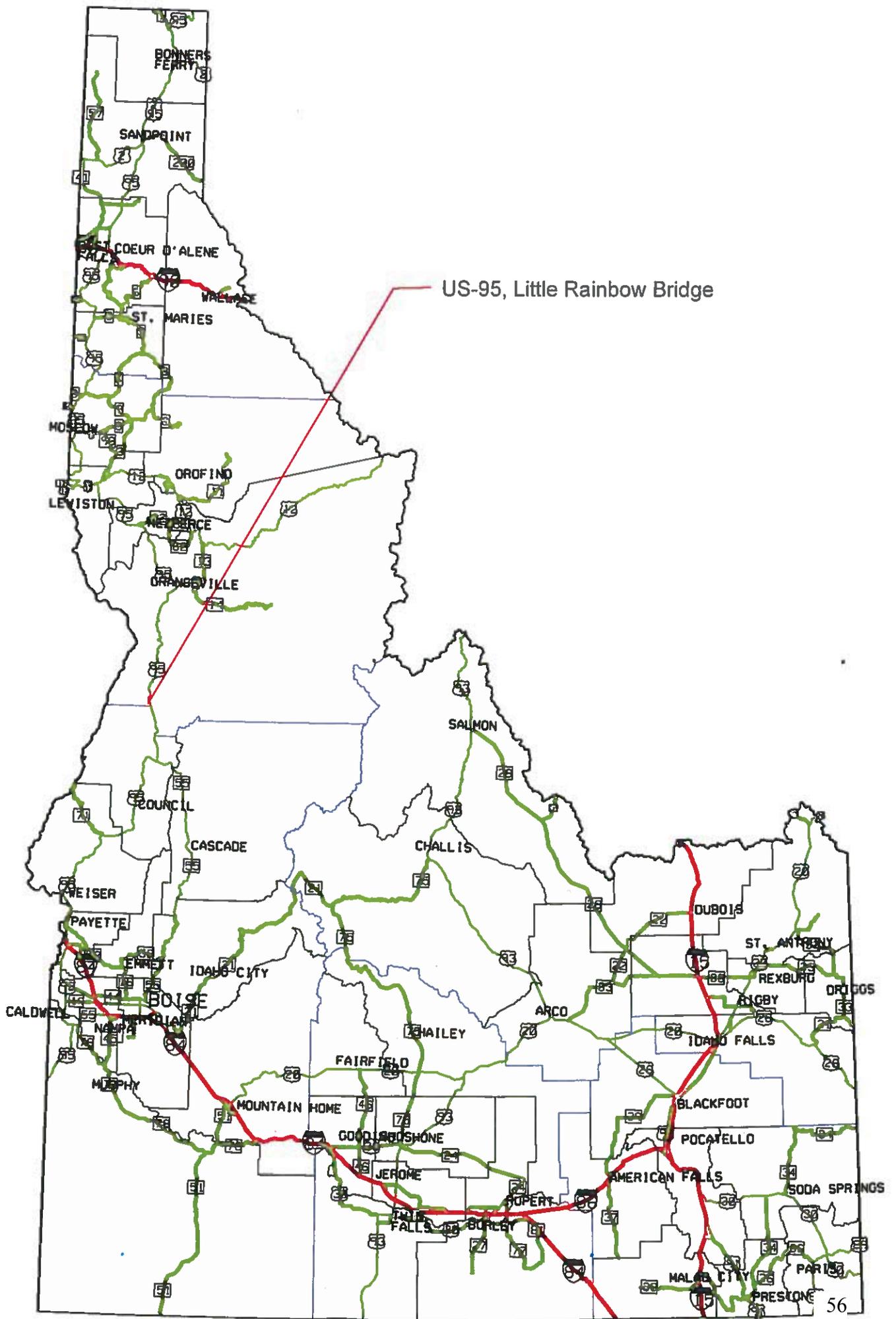
## Recommendations

In accordance with board policy 4001, the construction contract(s) on the attached report is(are) recommended for rejection with board approval.

## Board Action

Approved  Deferred \_\_\_\_\_

Other \_\_\_\_\_



US-95, Little Rainbow Bridge

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## Monthly Contract Status Report to the Board

CONTRACT(S) FOR BOARD REJECTION

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KEY	Engineer Estimate	Low Bid	Net +/-	% of Est
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Dist: 3    Route: US-95    OPENING DATE: 4/10/2018    CONTRACTOR: KNIFE RIVER CORPORATION -NORTHWEST    NUMBER OF BIDS: 2

13946    \$3,343,452    \$4,892,061    \$1,548,609 146%

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13946    LITTLE RAINBOW BR, BR/APPRS    State  
ADAMS CO

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DATE OF BID OPENING - APRIL 10, 2018 - FEDERAL & STATE FINANCED PROJECT

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Idaho Federal Aid Project No. A013(946)  
US-95, Little Rainbow Bridge  
Adams & Idaho County, Key No. 13946

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DESCRIPTION: The work on this project consists of replacing the Little Rainbow Bridge on US-95 at MP 174.122

BIDDERS:

Knife River Corporation -Northwest Boise, ID 83709	\$4,892,061.00
Concrete Placing Co., Inc. Boise, ID 83709	\$5,647,000.00

2 BIDS ACCEPTED

ENGINEER'S ESTIMATE - \$3,343,452.06

LOW BID - 146 Percent of the Engineer's Estimate

(AWARD)

(REJECT)

(REQUIRES BOARD APPROVAL)

Approval to award or reject this project is based on Bid Review and Evaluation.

Attached is the justification for Award or Rejection of the Bid. Contracting Services concurs with the recommendation.



Monica Crider, P.E.  
Contracting Services Engineer

Date

4/25/18



DATE: April 24, 2018

Program Number(s) A013(946)

TO: Monica Crider, PE  
Contracting Services Manager

Key Number(s) 13946

FROM: Amy Revis, PE *for AR*  
District Engineer

Program ID, County, Etc. US-95, Little Rainbow  
Bridge, Adams Co.

RE: Justification to Reject Bids

This project includes realignment and reconstruction of the Little Rainbow Bridge over the Little Salmon River as well as approximately 1400 feet of roadway on either side of the bridge.

The project was advertised from March 13, 2018 to April 10, 2018

Two Bids were received:

Knife River, Northwest	\$4,892,061.00
Concrete Placing Company	\$5,647,000.00

The engineer's estimate was: \$3,343,452.06

The low bid was 146% of the engineer's estimate.

The engineer's estimate was sourced from the 2016 Average Unit Price Report and other recent bids for ITD D3. There were numerous price differences between the engineer's estimate and the two bids received. The items with the biggest difference between engineer's estimate and the low bid were costs of girders, bridge removal, mobilization, soil nail walls and temporary traffic control.

This rejection recommendation is based on the following points:

- The proposed construction schedule was constrained due the time of bidding and completing prior to winter weather causing acceleration of work and/or additional costs.
- Lack of detailed geotechnical information, which if known could provide opportunity to redesign high cost items and provide better estimating basis for other items
- Environmental constraints

The District believes that providing more time for construction may result in more bidders and reduce ITD as well as contractor risk. The district believes that some additional Geotechnical investigation could result in some redesign that would reduce costs and enable the district to better estimate other items. Further discussions with the federal resource agencies may result in reduction in some environmental constraints, which could result in lower costs.

It is anticipated that doing the above items and re-bidding this project for spring/summer construction may result in a more favorable result to ITD. Thus, the District recommends rejecting all bids and re-advertising this project at a later date.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 16-17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name David Tolman	Presenter's Title Controller	Initials DT	Reviewed By CRM
Preparer's Name David Tolman	Preparer's Title Controller	Initials DT	

## Subject

State Fiscal Year 2018 Financial Statements		
Key Number	District	Route Number

## Background Information

### July 01, 2017 thru March 31, 2018, Fiscal Year 2018 Financial Statements

The financial operations of the Department as of March 31, 2018 continues this fiscal year with revenue coming in essentially on forecast year-to-date and the expenditures are following projected budgets.

- Revenues to the State Highway Account from all state sources are ahead of forecast by 2.8%. Of that total, receipts from the Highway Distribution Account are ahead of forecast by 1.8% or \$2.8M. State revenues to the State Aeronautics Fund are ahead of forecast by 9.7% or \$209,000.
- Expenditures are within planned budgets YTD. Differences are timing differences between planned and actual expenditures plus encumbrances estimated year to date. Personnel costs have savings of \$13.9 million or 14.4% is due to reserves for horizontal career path increases, vacancies and timing between a position becoming vacant and filled. As of the end of March ITD had 89 vacancies.
- Contract construction cash expenditures through March of this fiscal year has exceeded any from the past three years: FY18 = \$321 M; FY17 = \$190 M; FY16 = \$212 M. After nine months in this fiscal year this is a very positive result and will assist in helping ITD achieve its objective to reduce the outstanding obligated but un-spent balances in this category and is higher than all of last year.

The balance of the long term investments as of the end of March is \$164.6 Million. These funds are obligated against both construction projects and encumbrances. The long term investments plus the cash balance (\$81.6M) totals \$246.2M, however that is \$31M less than the end of June.

Expenditures in the Strategic Initiatives Program Fund (GF Surplus), through the month of March, are \$7.1M.

Deposits into the new Transportation Expansion and Congestion Mitigation Fund of \$14.6 M have occurred YTD which is \$1.6M ahead of forecast. A supplemental appropriation for these funds was approved by JFAC in January 2018 and has been approved by the full Legislature. Projects to improve I-84 as approved by the Board will be funded in this program.

## Recommendations

## Board Action

Approved     Deferred \_\_\_\_\_  
 Other \_\_\_\_\_

User ID: asimpson  
 Report ID: AD-FN-GL-010  
 Run Date: 6 Apr 2018  
 % of Time  
 Remainin 25

# Idaho Transportation Department

SUMMARY OF RECEIPTS AND DISBURSEMENTS  
 STATE HIGHWAY ACCOUNT AND STATE AERONAUTICS FUND  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDING 3/31/2018  
 (all amounts in '000)

Fiscal Year: 2018

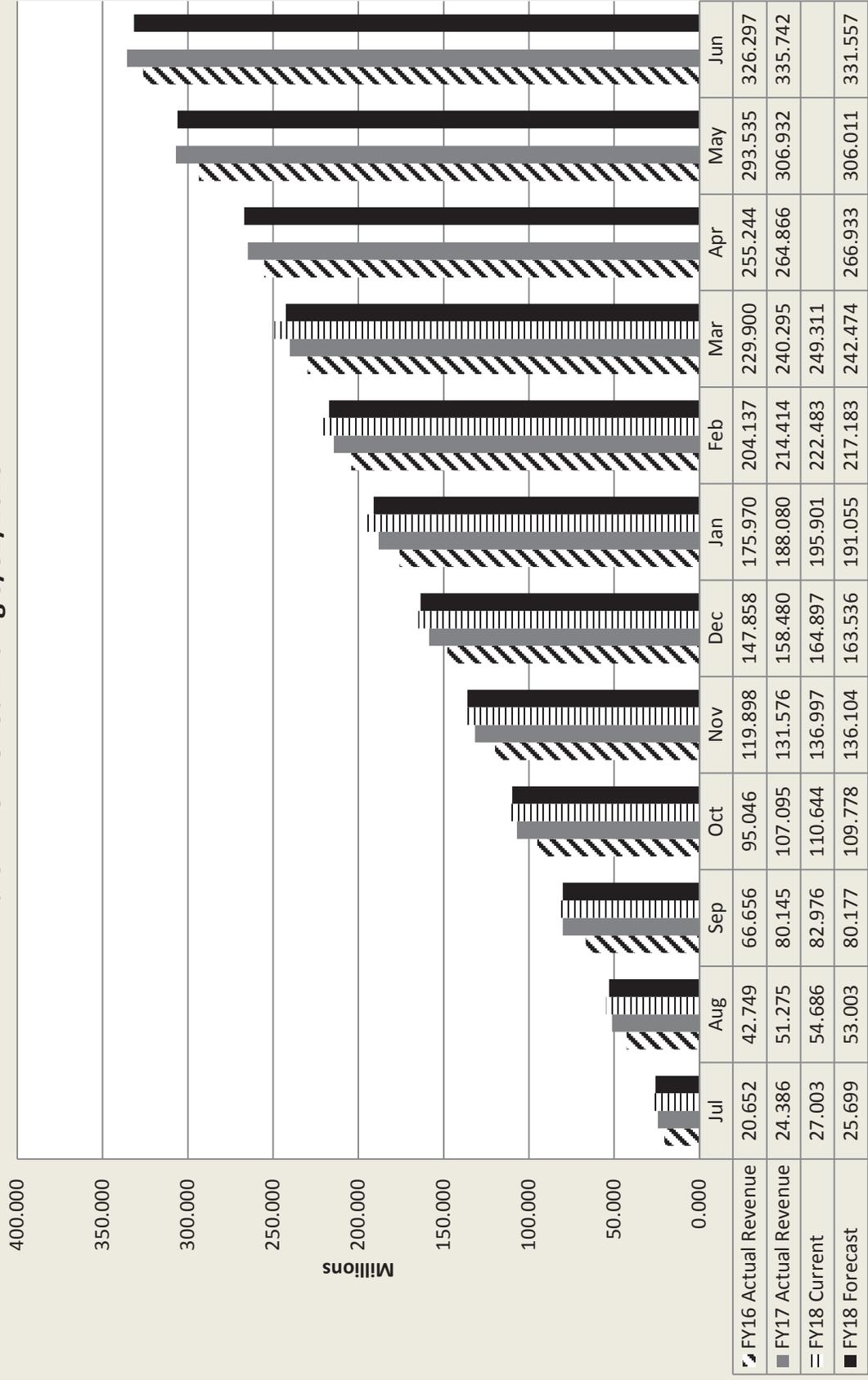
Funds Received					
	FY17 Actual YTD	FY18 Actual YTD	FY18 Forecast YTD	FY18 to FY17 Actual	FY 18 to Forecast
<b>State Highway Account</b>					
Federal Reimbursements	170,788	232,466	250,302	36.1%	-7.1%
State (Inc. H.D.A.)	240,295	249,311	242,474	3.8%	2.8%
Local	4,269	3,445	6,468	-19.3%	-46.7%
<b>Total State Highway Account:</b>	<b>415,352</b>	<b>485,222</b>	<b>499,244</b>	<b>16.8%</b>	<b>-2.8%</b>
<b>State Aeronautics Fund</b>					
Federal Reimbursements	173	227	290	31.0%	-21.9%
State	2,123	2,354	2,145	10.9%	9.7%
<b>Total State Aeronautics Fund:</b>	<b>2,296</b>	<b>2,581</b>	<b>2,435</b>	<b>12.4%</b>	<b>6.0%</b>
<b>Total Fund Received:</b>	<b>417,649</b>	<b>487,803</b>	<b>501,679</b>	<b>16.8%</b>	<b>-2.8%</b>
Disbursements (includes Encumbrances)					
	FY17 Actual YTD	FY18 Actual YTD	FY18 Budget YTD	FY18 to FY17 Actual	FY 18 to Budget
Construction Payouts	191,072	322,312	322,356	68.7%	0.0%
<b>Operations Expenses</b>					
Highways	131,610	134,030	153,872	1.8%	-12.9%
DMV	26,125	27,838	27,856	6.6%	-0.1%
Administration	16,544	18,647	19,997	12.7%	-6.7%
Transit	0	0	0	0.0%	0.0%
Facilities	1,035	1,635	2,724	58.0%	-40.0%
Aeronautics	1,767	2,299	2,241	30.1%	2.6%
<b>Total Operations Expenses:</b>	<b>177,080</b>	<b>184,448</b>	<b>206,690</b>	<b>4.2%</b>	<b>-10.8%</b>
<b>Transfers</b>					
Operating	25	25	25	0.0%	0.0%
Debt Service	12,502	10,491	11,780	-16.1%	-10.9%
<b>Total Transfers:</b>	<b>12,527</b>	<b>10,516</b>	<b>11,805</b>	<b>-16.1%</b>	<b>-10.9%</b>
<b>Total Disbursements:</b>	<b>380,679</b>	<b>517,276</b>	<b>540,851</b>	<b>35.9%</b>	<b>-4.4%</b>
Expenditures by Type					
	FY17 Actual YTD	FY18 Actual YTD	FY18 Budget YTD	FY18 to FY17 Actual	FY 18 to Budget
Personnel	83,234	82,786	96,716	-0.5%	-14.4%
Operating	66,631	69,605	65,981	4.5%	5.5%
Capital Outlay	17,999	18,420	27,701	2.3%	-33.5%
Sub-Grantee	9,216	13,638	16,292	48.0%	-16.3%
<b>Totals Operations Expenses:</b>	<b>177,080</b>	<b>184,448</b>	<b>206,690</b>	<b>4.2%</b>	<b>-10.8%</b>
Contract Construction	191,072	322,312	322,356	68.7%	0.0%
<b>Totals (excluding Transfers):</b>	<b>368,152</b>	<b>506,761</b>	<b>529,046</b>	<b>37.6%</b>	<b>61 -4.2%</b>

## State Highway Fund 0260

### Fiscal Year 2018

#### State Revenue Source Forecast vs Actual

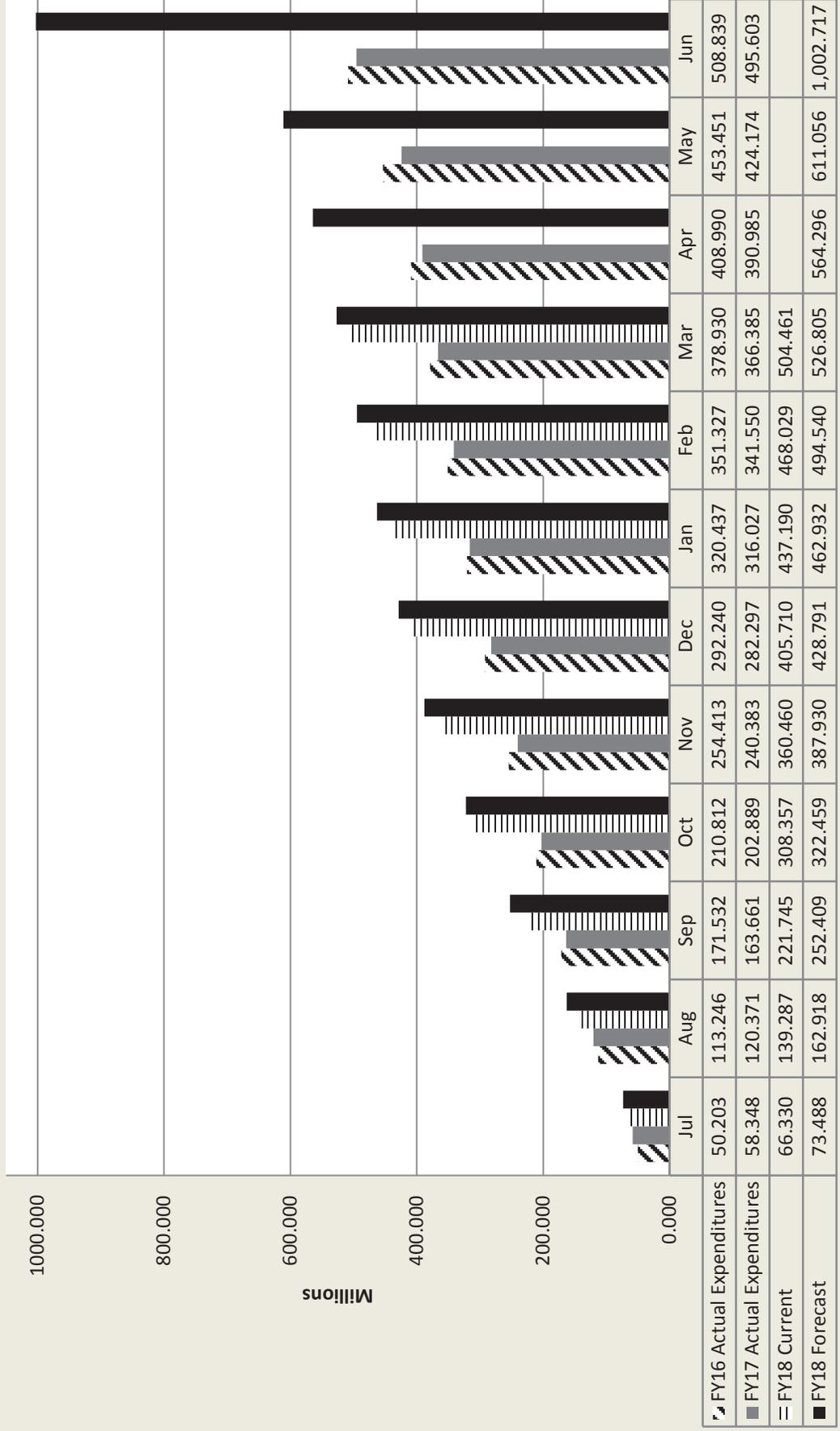
#### March - For Period Ending 3/31/2018



# State Highway Fund 0260

## Fiscal Year 2018 Expenditures

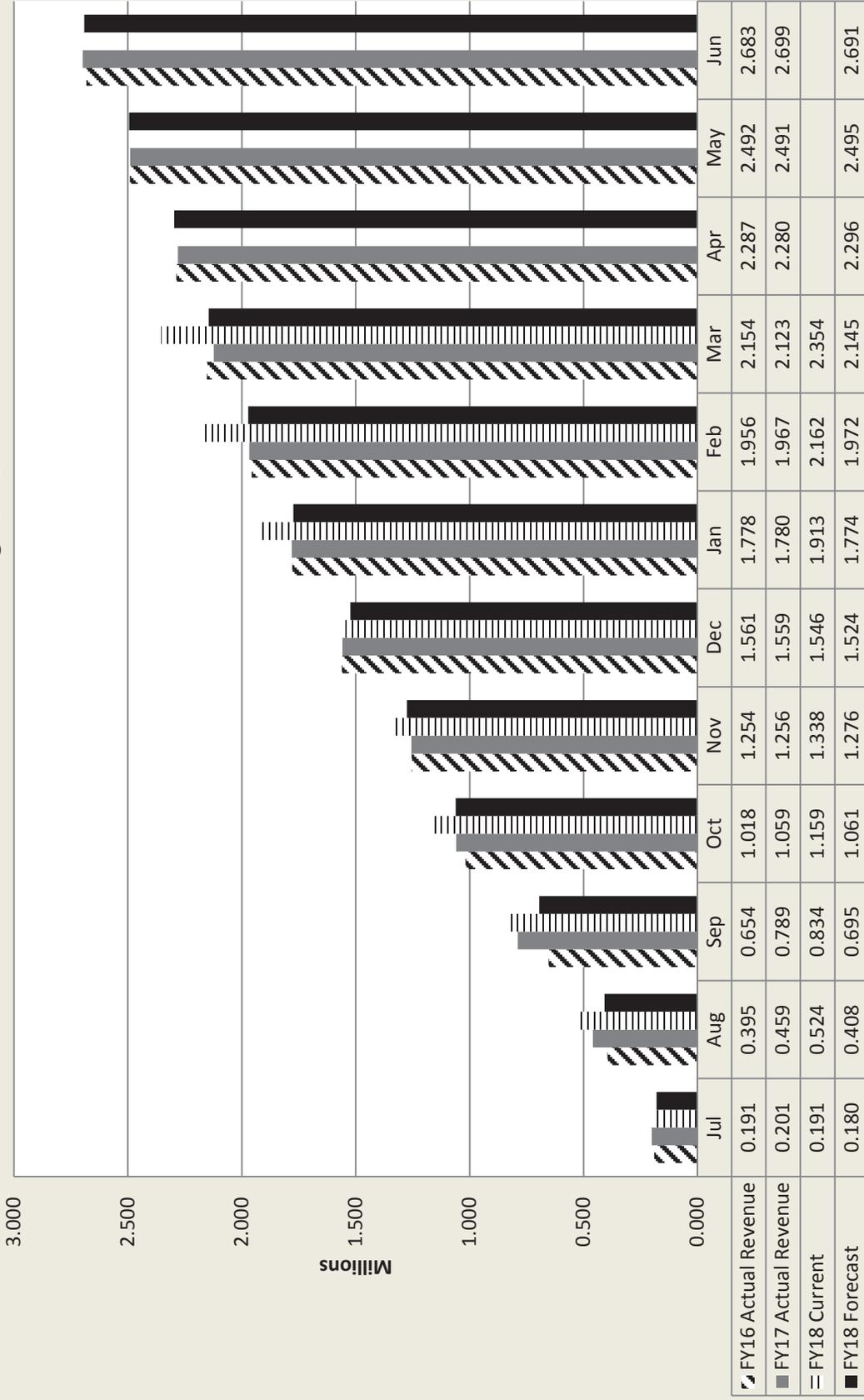
### March - For Period Ending 3/31/2018



# Aeronautics Fund 0221

Fiscal Year 2018

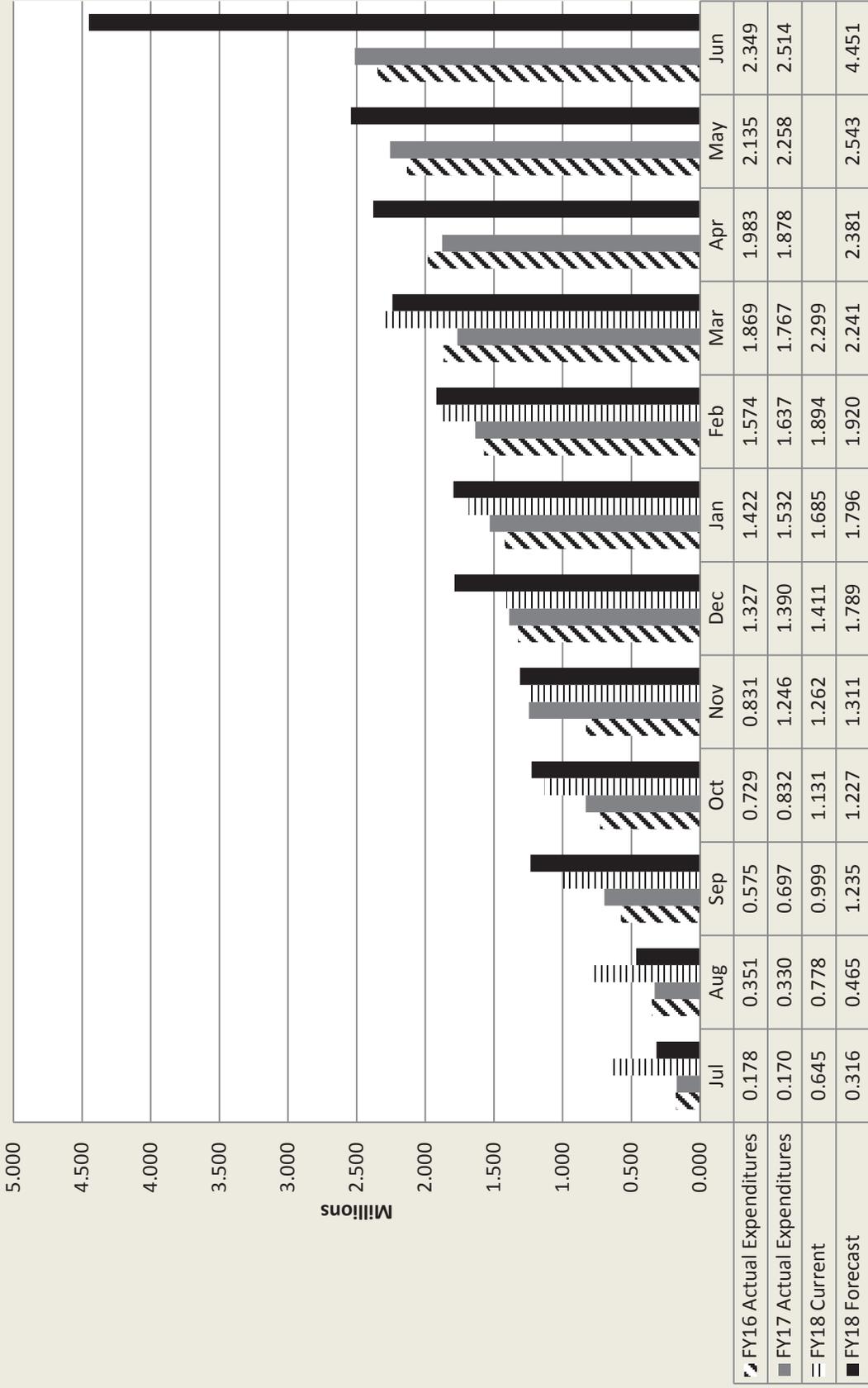
## State and Interagency Revenue Sources Forecast vs Actual March - For Period Ending 3/31/2018



# Aeronautics Fund 0221

## Fiscal Year 2018 Expenditures

### March - For Period Ending 3/31/2018



UserID: asimpson  
 Report ID: AD-FN-GL-002  
 Run Date: 06 Apr 2018

# Idaho Transportation Department

## OPERATING FUND BALANCE SHEET FOR THE PERIOD ENDED 3/31/2018

	State Aeronautics Fund 0221		State Highway Fund 0260		Transportation Expansion and Congestion Mitigation Fund 0269	
	Feb-18	Mar-18	Feb-18	Mar-18	Feb-18	Mar-18
<b>ASSETS</b>						
Cash on Hand (Change Fund)	0	0	5,845	5,845	0	0
Cash in Bank (Daily Cash Operations)	2,015,462	1,906,523	76,921,504	81,629,966	12,577,022	14,575,691
Investments (Long Term Investments)	820,414	821,737	164,388,997	164,657,367	0	0
Total Cash & Investments	<b>2,835,877</b>	<b>2,728,260</b>	<b>241,316,346</b>	<b>246,293,178</b>	<b>12,577,022</b>	<b>14,575,691</b>
Receivables - Other	13,343	0	1,032,621	1,092,038	0	0
- Due From Locals (Project Overruns)	54,398	11,620	3,013,053	3,351,880	0	0
- Inter Agency	20,898	21,269	259,398	0	0	0
Total Receivables	<b>88,639</b>	<b>32,889</b>	<b>4,305,072</b>	<b>4,443,918</b>	<b>0</b>	<b>0</b>
Inventory on Hand	0	0	18,831,486	18,228,678	0	0
<b>Total Assets:</b>	<b>2,924,516</b>	<b>2,761,149</b>	<b>264,452,905</b>	<b>268,965,773</b>	<b>12,577,022</b>	<b>14,575,691</b>
<b>LIABILITIES</b>						
Vouchers Payable	0	0	0	359	0	0
Sales Tax Payable	0	0	13,924	41,731	0	0
Deferred Revenue (Local Projects Match)	0	0	17,160,499	16,907,562	0	0
Accounts Receivable Overpayment	0	0	0	0	0	0
Contractor Retained % (In Lieu Of Performance Bond)	0	0	232,821	235,084	0	0
<b>Total Liabilities:</b>	<b>0</b>	<b>0</b>	<b>17,407,244</b>	<b>17,184,735</b>	<b>0</b>	<b>0</b>
<b>FUND BALANCE</b>						
Reserve for Encumbrance	66,106	106,302	29,616,018	27,927,320	0	0
Fund Balance	2,858,409	2,654,847	217,429,643	223,853,718	12,577,022	14,575,691
<b>Total Fund Balance:</b>	<b>2,924,516</b>	<b>2,761,149</b>	<b>247,045,661</b>	<b>251,781,038</b>	<b>12,577,022</b>	<b>14,575,691</b>
<b>Total Liabilities and Fund Balance</b>	<b>2,924,516</b>	<b>2,761,149</b>	<b>264,452,905</b>	<b>268,965,773</b>	<b>12,577,022</b>	<b>14,575,691</b>

UserID: asimpson  
 Report ID: AD-FN-GL-002  
 Run Date: 06 Apr 2018

# Idaho Transportation Department

## OPERATING FUND BALANCE SHEET FOR THE PERIOD ENDED 3/31/2018

	Strategic Initiatives Fund (State Share) 0270.02		Strategic Initiatives Fund (Local Share) 0270.05		Total Strategic Initiatives Fund 0270	
	Feb-18	Mar-18	Feb-18	Mar-18	Feb-18	Mar-18
<b>ASSETS</b>						
Cash on Hand (Change Fund)	0	0	0	0	0	0
Cash in Bank (Daily Cash Operations)	30,027,741	29,274,246	11,067,800	2,940,306	41,095,541	32,214,552
Investments (Long Term Investments)	0	0	0	0	0	0
Total Cash & Investments	<b>30,027,741</b>	<b>29,274,246</b>	<b>11,067,800</b>	<b>2,940,306</b>	<b>41,095,541</b>	<b>32,214,552</b>
Receivables - Other	0	0	0	0	0	0
- Due From Locals (Project Overruns)	0	0	0	0	0	0
- Inter Agency	0	0	0	0	0	0
Total Receivables	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Inventory on Hand	0	0	0	0	0	0
<b>Total Assets:</b>	<b>30,027,741</b>	<b>29,274,246</b>	<b>11,067,800</b>	<b>2,940,306</b>	<b>41,095,541</b>	<b>32,214,552</b>
<b>LIABILITIES</b>						
Vouchers Payable	0	0	0	0	0	0
Sales Tax Payable	0	0	0	0	0	0
Deferred Revenue (Local Projects Match)	0	0	0	0	0	0
Accounts Receivable Overpayment	0	0	0	0	0	0
Contractor Retained % (In Lieu Of Performance Bond)	24,285	24,285	0	0	24,285	24,285
<b>Total Liabilities:</b>	<b>24,285</b>	<b>24,285</b>	<b>0</b>	<b>0</b>	<b>24,285</b>	<b>24,285</b>
<b>FUND BALANCE</b>						
Reserve for Encumbrance	0	0	0	0	0	0
Fund Balance	41,071,256	32,190,267	41,071,256	32,190,267	41,071,256	32,190,267
<b>Total Fund Balance:</b>	<b>41,071,256</b>	<b>32,190,267</b>	<b>41,071,256</b>	<b>32,190,267</b>	<b>41,071,256</b>	<b>32,190,267</b>
<b>Total Liabilities and Fund Balance</b>	<b>41,095,541</b>	<b>32,214,552</b>	<b>41,095,541</b>	<b>32,214,552</b>	<b>41,095,541</b>	<b>32,214,552</b>

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
BUDGET TO ACTUAL  
FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

User ID: asimpson  
Report ID: AD-FN-GL-003  
Run Date: 06 Apr 2018  
% of Time  
Remaining: 25.0  
Fund: 0260 State Highway Fund

Fiscal Year: 2018  
Budget Fiscal Year: 2018

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>REVENUES</b>									
<b>Federal Sources</b>									
FHWA - Highway	214,813,061	202,854,195	13,539,545	0	(11,958,866)	-5.57%	415,341,581	212,487,386	51.16%
FHWA - Indirect Cost Allocation	19,299,423	17,534,382	1,132,518	0	(1,765,041)	-9.15%	25,000,000	7,465,618	29.86%
Federal Transit Authority	12,537,168	8,172,286	958,370	0	(4,364,882)	-34.82%	15,871,800	7,699,514	48.51%
NHTSA - Highway Safety	3,402,085	3,195,927	259,410	0	(206,158)	-6.06%	4,453,800	1,257,873	28.24%
Other Federal Aid	250,100	709,502	26,865	0	459,402	183.69%	4,130,000	3,420,498	82.82%
<b>Total Federal Sources:</b>	<b>250,301,837</b>	<b>232,466,292</b>	<b>15,916,707</b>	<b>0</b>	<b>(17,835,545)</b>	<b>-7.13%</b>	<b>464,797,181</b>	<b>232,330,889</b>	<b>49.99%</b>
<b>State Sources</b>									
Equipment Buy Back	0	0	0	0	0	0.00%	13,848,700	13,848,700	100.00%
Miscellaneous Revenues	22,624,754	26,096,726	2,822,011	0	3,471,972	15.35%	30,530,158	4,433,432	14.52%
<b>Total State Sources:</b>	<b>22,624,754</b>	<b>26,096,726</b>	<b>2,822,011</b>	<b>0</b>	<b>3,471,972</b>	<b>15.35%</b>	<b>44,378,858</b>	<b>18,282,132</b>	<b>41.20%</b>
<b>Local Sources</b>									
Match For Local Projects	6,468,420	3,081,638	279,235	0	(3,386,782)	-52.36%	17,533,129	14,451,491	82.42%
Other Local Sources	0	362,980	(248,544)	0	362,980	0.00%	0	(362,980)	0.00%
<b>Total Local Sources:</b>	<b>6,468,420</b>	<b>3,444,618</b>	<b>30,691</b>	<b>0</b>	<b>(3,023,802)</b>	<b>-46.75%</b>	<b>17,533,129</b>	<b>14,088,511</b>	<b>80.35%</b>
<b>TOTAL REVENUES:</b>	<b>279,395,011</b>	<b>262,007,636</b>	<b>18,769,410</b>	<b>0</b>	<b>(17,387,375)</b>	<b>-6.22%</b>	<b>526,709,168</b>	<b>264,701,532</b>	<b>50.26%</b>
<b>TRANSFERS-IN</b>									
Highway Distribution Account	157,023,800	159,869,602	17,560,199	0	2,845,802	1.81%	205,097,800	45,228,198	22.05%
Fuel/Registration Direct	49,277,367	49,598,028	5,003,456	0	320,661	0.65%	64,380,570	14,782,542	22.96%
Ethanol Fuels Tax	13,547,600	13,746,764	1,442,122	0	199,164	1.47%	17,700,000	3,953,236	22.33%
<b>TOTAL TRANSFERS-IN:</b>	<b>219,848,767</b>	<b>223,214,394</b>	<b>24,005,777</b>	<b>0</b>	<b>3,365,627</b>	<b>1.53%</b>	<b>287,178,370</b>	<b>63,963,976</b>	<b>22.27%</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>499,243,778</b>	<b>485,222,030</b>	<b>42,775,186</b>	<b>0</b>	<b>(14,021,748)</b>	<b>-2.81%</b>	<b>813,887,538</b>	<b>328,665,508</b>	<b>40.38%</b>

# Idaho Transportation Department

## STATEMENT OF REVENUES AND EXPENDITURES

### BUDGET TO ACTUAL

FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

User ID: asimpson  
 Report ID: AD-FN-GL-003  
 Run Date: 06 Apr 2018  
 % of Time  
 Remaining: 25.0

Fund: 0260 State Highway Fund

Fiscal Year: 2018  
 Budget Fiscal Year: 2018

#### EXPENDITURES

##### Operations Expense

Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
63,110,267	53,749,809	5,763,465	0	9,360,458	14.83 %	86,653,834	32,904,025	37.97 %
973,593	909,019	155,825	0	64,574	6.63 %	1,033,300	124,281	12.03 %
31,784,777	27,346,067	3,055,293	0	4,438,710	13.96 %	42,928,366	15,582,299	36.30 %
1,111,390	993,213	98,121	4,200	113,977	10.26 %	1,505,946	508,533	33.77 %
248,643	243,810	31,847	0	4,833	1.94 %	350,480	106,670	30.44 %
64,070,949	57,723,871	8,336,353	10,082,024	(3,734,946)	-5.83 %	87,084,398	19,278,503	22.14 %
24,935,612	15,444,611	988,087	1,276,786	8,214,215	32.94 %	26,982,597	10,261,200	38.03 %
2,694,481	727,753	119,277	839,916	1,126,811	41.82 %	7,190,738	5,623,068	78.20 %
15,519,150	9,823,638	631,266	2,984,578	2,710,934	17.47 %	20,583,800	7,775,584	37.78 %
<b>204,448,861</b>	<b>166,961,792</b>	<b>19,179,533</b>	<b>15,187,504</b>	<b>22,299,566</b>	<b>10.91 %</b>	<b>274,313,458</b>	<b>92,164,163</b>	<b>33.60 %</b>

##### Contract Construction

6,061,300	5,080,590	704,282	1,288,678	(307,968)	-5.08 %	30,810,664	24,441,396	79.33 %
315,402,988	314,936,437	16,318,812	124,868	341,684	0.11 %	688,441,090	373,379,786	54.24 %
892,000	881,625	271,342	0	10,375	1.16 %	9,151,506	8,269,881	90.37 %

##### TOTAL EXPENDITURES:

<b>322,356,288</b>	<b>320,898,651</b>	<b>17,294,435</b>	<b>1,413,546</b>	<b>44,091</b>	<b>0.01 %</b>	<b>728,403,260</b>	<b>406,091,063</b>	<b>55.75 %</b>
<b>526,805,149</b>	<b>487,860,443</b>	<b>36,473,968</b>	<b>16,601,050</b>	<b>22,343,657</b>	<b>4.24 %</b>	<b>1,002,716,718</b>	<b>498,255,226</b>	<b>49.69 %</b>

##### TRANSFERS OUT

25,000	25,000	0	0	0	0.00 %	25,000	0	0.00 %
11,779,500	10,490,552	0	0	1,288,948	10.94 %	53,641,900	43,151,348	80.44 %

##### TOTAL TRANSFERS OUT:

<b>11,804,500</b>	<b>10,515,552</b>	<b>0</b>	<b>0</b>	<b>1,288,948</b>	<b>10.92 %</b>	<b>53,666,900</b>	<b>43,151,348</b>	<b>80.41 %</b>
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##### TOTAL EXPD AND TRANSFERS OUT:

<b>538,609,649</b>	<b>498,375,994</b>	<b>36,473,968</b>	<b>16,601,050</b>	<b>23,632,605</b>	<b>4.39 %</b>	<b>1,056,383,618</b>	<b>541,406,574</b>	<b>51.25 %</b>
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Net for Fiscal Year 2018:

(39,365,871) (13,153,964) 6,301,218 9,610,857 (242,496,080) (212,741,066)

User ID: asimpson  
 Report ID: AD-FN-GL-003  
 Run Date: 06 Apr 2018  
 % of Time  
 Remaining: 25.0

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

Fund: 0260 State Highway Fund

Fiscal Year: 2018  
 Budget Fiscal Year: 2018

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>Contract Construction</b>									
<b>Operating Expenditures</b>									
Operating Expenditures Dedicated	1,160,000	871,649	56,428	100,539	187,812	16.19 %	13,744,637	12,772,449	92.93 %
Operating Expenditures Federal	4,900,000	4,206,997	647,801	1,188,140	(495,137)	-10.10%	16,019,678	10,624,541	66.32 %
Operating Expenditures Local	1,300	1,944	52	0	(643)	-49.50%	1,046,349	1,044,406	99.81 %
<b>Total Operating Expenditures</b>	<b>6,061,300</b>	<b>5,080,590</b>	<b>704,282</b>	<b>1,288,678</b>	<b>(307,968)</b>	<b>-5.08%</b>	<b>30,810,664</b>	<b>24,441,396</b>	<b>79.33 %</b>
<b>Capital Outlay</b>									
Capital Outlay Dedicated	94,753,387	110,553,020	5,995,061	9,165	(15,808,798)	-16.68%	256,178,856	145,616,671	56.84 %
Capital Outlay Federal	188,327,463	179,586,070	8,911,127	115,702	8,625,691	4.58 %	362,402,506	182,700,734	50.41 %
Capital Outlay FICR	26,034,922	21,953,357	1,314,703	0	4,081,565	15.68 %	54,418,650	32,465,293	59.66 %
Capital Outlay Local	6,287,216	2,843,990	97,921	0	3,443,226	54.77 %	15,441,078	12,597,088	81.58 %
<b>Total Capital Outlay</b>	<b>315,402,988</b>	<b>314,936,437</b>	<b>16,318,812</b>	<b>124,868</b>	<b>341,684</b>	<b>0.11 %</b>	<b>688,441,090</b>	<b>373,379,786</b>	<b>54.24 %</b>
<b>Trustee &amp; Benefit Payments</b>									
Trustee & Benefit Payments Dedicated	30,000	26,566	0	0	3,434	11.45 %	3,315,807	3,289,241	99.20 %
Trustee & Benefit Payments Federal	855,000	853,631	271,342	0	1,369	0.16 %	5,096,397	4,242,766	83.25 %
Trustee & Benefit Payments Local	7,000	1,428	0	0	5,572	79.61 %	739,302	737,874	99.81 %
<b>Total Trustee &amp; Benefit Payments</b>	<b>892,000</b>	<b>881,625</b>	<b>271,342</b>	<b>0</b>	<b>10,375</b>	<b>1.16 %</b>	<b>9,151,506</b>	<b>8,269,881</b>	<b>90.37 %</b>
<b>Total Contract Construction:</b>	<b>322,356,288</b>	<b>320,898,651</b>	<b>17,294,435</b>	<b>1,413,546</b>	<b>44,091</b>	<b>0.01 %</b>	<b>728,403,260</b>	<b>406,091,063</b>	<b>55.75 %</b>

User ID: asimpson  
 Report ID: AD-FN-GL-003  
 Run Date: 06 Apr 2018  
 % of Time  
 Remaining: 25.0

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

Fund: 0269 Transportation Expansion and Congestion Mitigation Fund

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>Fiscal Year: 2018</b>									
<b>Budget Fiscal Year: 2018</b>									
<b>REVENUES</b>									
Miscellaneous Revenues	68,000	47,036	12,820	0	(20,964)	-30.83%	68,000	20,964	30.83 %
<b>TOTAL REVENUES:</b>	<b>68,000</b>	<b>47,036</b>	<b>12,820</b>	<b>0</b>	<b>(20,964)</b>	<b>-30.83%</b>	<b>68,000</b>	<b>20,964</b>	<b>30.83 %</b>
<b>TRANSFERS-IN</b>									
Cigarette Tax	1,553,690	2,812,494	892,405	0	1,258,804	81.02 %	5,800,700	2,988,207	51.51 %
Sales Tax	11,367,200	11,716,161	1,093,444	0	348,961	3.07 %	15,248,000	3,531,839	23.16 %
<b>TOTAL TRANSFERS-IN:</b>	<b>12,920,890</b>	<b>14,528,654</b>	<b>1,985,849</b>	<b>0</b>	<b>1,607,764</b>	<b>12.44 %</b>	<b>21,048,700</b>	<b>6,520,046</b>	<b>30.98 %</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>12,988,890</b>	<b>14,575,691</b>	<b>1,998,669</b>	<b>0</b>	<b>1,586,801</b>	<b>12.22 %</b>	<b>21,116,700</b>	<b>6,541,009</b>	<b>30.98 %</b>

**EXPENDITURES**

Contract Construction - Capital Projects	21,116,700	0	0	0	21,116,700	100.00 %	21,116,700	21,116,700	100.00 %
<b>TOTAL EXPENDITURES:</b>	<b>21,116,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,116,700</b>	<b>100.00 %</b>	<b>21,116,700</b>	<b>21,116,700</b>	<b>100.00 %</b>
<b>TOTAL EXPD AND TRANSFERS OUT:</b>	<b>21,116,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,116,700</b>	<b>100.00 %</b>	<b>21,116,700</b>	<b>21,116,700</b>	<b>100.00 %</b>

Net for Fiscal Year 2018: **(8,127,810)**    14,575,691    1,998,669    0    **(14,575,691)**

User ID: asimpson  
 Report ID: AD-FN-GL-003  
 Run Date: 06 Apr 2018  
 % of Time  
 Remaining: 25.0

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

Fund: 0270 Strategic Initiatives Program Fund (State 60%)

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>Fiscal Year: 2018</b>									
<b>Budget Fiscal Year: 2018</b>									
<b>REVENUES</b>									
State Sources - Miscellaneous Revenues	68,000	166,999	23,512	0	98,999	145.59 %	205,200	38,201	18.62 %
<b>TOTAL REVENUES:</b>	<b>68,000</b>	<b>166,999</b>	<b>23,512</b>	<b>0</b>	<b>98,999</b>	<b>145.59 %</b>	<b>205,200</b>	<b>38,201</b>	<b>18.62 %</b>
<b>TRANSFERS-IN</b>									
Statutory	10,985,720	16,601,700	0	0	5,615,980	51.12 %	27,464,300	10,862,600	39.55 %
<b>TOTAL TRANSFERS-IN:</b>	<b>10,985,720</b>	<b>16,601,700</b>	<b>0</b>	<b>0</b>	<b>5,615,980</b>	<b>51.12 %</b>	<b>27,464,300</b>	<b>10,862,600</b>	<b>39.55 %</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>11,053,720</b>	<b>16,768,699</b>	<b>23,512</b>	<b>0</b>	<b>5,714,979</b>	<b>51.70 %</b>	<b>27,669,500</b>	<b>10,900,801</b>	<b>39.40 %</b>
<b>EXPENDITURES</b>									
Contract Construction - Capital Projects	36,221,982	7,103,772	777,007	0	29,118,210	80.39 %	36,221,982	29,118,210	80.39 %
<b>TOTAL EXPENDITURES:</b>	<b>36,221,982</b>	<b>7,103,772</b>	<b>777,007</b>	<b>0</b>	<b>29,118,210</b>	<b>80.39 %</b>	<b>36,221,982</b>	<b>29,118,210</b>	<b>80.39 %</b>
<b>TOTAL EXPD AND TRANSFERS OUT:</b>	<b>36,221,982</b>	<b>7,103,772</b>	<b>777,007</b>	<b>0</b>	<b>29,118,210</b>	<b>80.39 %</b>	<b>36,221,982</b>	<b>29,118,210</b>	<b>80.39 %</b>
<b>Net for Fiscal Year 2018:</b>	<b>(25,168,262)</b>	<b>9,664,926</b>	<b>(753,494)</b>		<b>34,833,188</b>		<b>(8,552,482)</b>	<b>(18,217,408)</b>	

User ID: asimpson  
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# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

Fund: 0270 Strategic Initiatives Program Fund (LHTAC-Local 40%)

Fiscal Year: 2018  
 Budget Fiscal Year: 2018

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>REVENUES</b>									
State Sources - Miscellaneous Revenues	0	4,416	4,416	0	4,416	0.00 %	0	(4,416)	0.00 %
<b>TOTAL REVENUES:</b>	<b>0</b>	<b>4,416</b>	<b>4,416</b>	<b>0</b>	<b>4,416</b>	<b>0.00 %</b>	<b>0</b>	<b>(4,416)</b>	<b>0.00 %</b>
<b>TRANSFERS-IN</b>									
Statutory	0	11,067,800	0	0	11,067,800	0.00 %	0	(11,067,800)	0.00 %
<b>TOTAL TRANSFERS-IN:</b>	<b>0</b>	<b>11,067,800</b>	<b>0</b>	<b>0</b>	<b>11,067,800</b>	<b>0.00 %</b>	<b>0</b>	<b>(11,067,800)</b>	<b>0.00 %</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>0</b>	<b>11,072,216</b>	<b>4,416</b>	<b>0</b>	<b>11,072,216</b>	<b>0.00 %</b>	<b>0</b>	<b>(11,072,216)</b>	<b>0.00 %</b>
<b>EXPENDITURES</b>									
Contract Construction - Trustee & Benefit Payments	11,067,800	8,131,910	8,131,910	0	2,935,890	26.53 %	11,067,800	2,935,890	26.53 %
<b>TOTAL EXPENDITURES:</b>	<b>11,067,800</b>	<b>8,131,910</b>	<b>8,131,910</b>	<b>0</b>	<b>2,935,890</b>	<b>26.53 %</b>	<b>11,067,800</b>	<b>2,935,890</b>	<b>26.53 %</b>
<b>TOTAL EXPD AND TRANSFERS OUT:</b>	<b>11,067,800</b>	<b>8,131,910</b>	<b>8,131,910</b>	<b>0</b>	<b>2,935,890</b>	<b>26.53 %</b>	<b>11,067,800</b>	<b>2,935,890</b>	<b>26.53 %</b>
<b>Net for Fiscal Year 2018:</b>	<b>(11,067,800)</b>	<b>2,940,306</b>	<b>(8,127,494)</b>		<b>14,008,106</b>		<b>(11,067,800)</b>	<b>(14,008,106)</b>	

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
BUDGET TO ACTUAL  
FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

User ID: asimpson  
Report ID: AD-FN-GL-003  
Run Date: 06 Apr 2018  
% of Time  
Remaining: 25.0

Fund: 0375 GARVEE Debt Service Fund

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>Fiscal Year:</b> 2018									
<b>Budget Fiscal Year:</b> 2018									
<b>REVENUES</b>									
State Sources - Miscellaneous Revenues	0	57,135	3,518	0	57,135	0.00 %	0	(57,135)	0.00 %
<b>TOTAL REVENUES:</b>	<b>0</b>	<b>57,135</b>	<b>3,518</b>	<b>0</b>	<b>57,135</b>	<b>0.00 %</b>	<b>0</b>	<b>(57,135)</b>	<b>0.00 %</b>
<b>TRANSFERS-IN</b>									
Operating	0	15,190,552	0	0	15,190,552	0.00 %	0	(15,190,552)	0.00 %
<b>TOTAL TRANSFERS-IN:</b>	<b>0</b>	<b>15,190,552</b>	<b>0</b>	<b>0</b>	<b>15,190,552</b>	<b>0.00 %</b>	<b>0</b>	<b>(15,190,552)</b>	<b>0.00 %</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>0</b>	<b>15,247,687</b>	<b>3,518</b>	<b>0</b>	<b>15,247,687</b>	<b>0.00 %</b>	<b>0</b>	<b>(15,247,687)</b>	<b>0.00 %</b>
<b>EXPENDITURES</b>									
Bond Principal / Interest	0	54,708,746	372,123	0	(54,708,746)	0.00 %	0	(54,708,746)	0.00 %
<b>TOTAL EXPENDITURES:</b>	<b>0</b>	<b>54,708,746</b>	<b>372,123</b>	<b>0</b>	<b>(54,708,746)</b>	<b>0.00 %</b>	<b>0</b>	<b>(54,708,746)</b>	<b>0.00 %</b>
<b>TOTAL EXPD AND TRANSFERS OUT:</b>	<b>0</b>	<b>54,708,746</b>	<b>372,123</b>	<b>0</b>	<b>(54,708,746)</b>	<b>0.00 %</b>	<b>0</b>	<b>(54,708,746)</b>	<b>0.00 %</b>
<b>Net for Fiscal Year 2018:</b>	<b>0</b>	<b>(39,461,059)</b>	<b>(368,605)</b>	<b>0</b>	<b>(39,461,059)</b>		<b>0</b>	<b>39,461,059</b>	

User ID: asimpson  
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 Remaining: 25.0

# Idaho Transportation Department

STATEMENT OF REVENUES AND EXPENDITURES  
 BUDGET TO ACTUAL  
 FOR THE FISCAL YEAR TO DATE - FOR THE PERIOD ENDED 3/31/2018

Fund: 0221 State Aeronautics Fund

	Year to Date Allotment (A)	Year to Date Actual (B)	Current Month Activity (C)	Year to Date Encumbrance (D)	Variance Favorable / Unfavorable (E = A - B - D)	Percent Variance (F = E / A)	Annual Appropriation (G)	Appropriation Balance (H = G - B - D)	Percent Remaining (I = H / G)
<b>Fiscal Year: 2018</b>									
<b>Budget Fiscal Year: 2018</b>									
<b>REVENUES</b>									
Federal Sources - FAA	290,245	226,566	9,037	0	(63,679)	-21.94%	441,700	215,134	48.71 %
State Sources - Miscellaneous Revenues	330,517	379,187	18,319	0	48,671	14.73 %	366,425	(12,763)	-3.48%
Interagency Sources - Miscellaneous Revenues	154,878	213,149	21,102	0	58,271	37.62 %	225,000	11,851	5.27 %
<b>TOTAL REVENUES:</b>	<b>775,640</b>	<b>818,902</b>	<b>48,459</b>	<b>0</b>	<b>43,262</b>	<b>5.58 %</b>	<b>1,033,125</b>	<b>214,223</b>	<b>20.74 %</b>
<b>TRANSFERS-IN</b>									
Operating	1,659,842	1,761,824	152,446	0	101,982	6.14 %	2,100,000	338,176	16.10 %
<b>TOTAL TRANSFERS-IN:</b>	<b>1,659,842</b>	<b>1,761,824</b>	<b>152,446</b>	<b>0</b>	<b>101,982</b>	<b>6.14 %</b>	<b>2,100,000</b>	<b>338,176</b>	<b>16.10 %</b>
<b>TOTAL REV AND TRANSFERS-IN:</b>	<b>2,435,482</b>	<b>2,580,726</b>	<b>200,904</b>	<b>0</b>	<b>145,244</b>	<b>5.96 %</b>	<b>3,133,125</b>	<b>552,399</b>	<b>17.63 %</b>

## EXPENDITURES

Permanent Staff Salaries	548,839	502,342	55,630	0	46,497	8.47 %	751,092	248,750	33.12 %
Board, Hourly, OT, Shift Diff	35,150	39,731	727	0	(4,581)	-13.03%	54,300	14,569	26.83 %
Fringe Benefits	263,586	239,036	26,611	0	24,550	9.31 %	357,608	118,572	33.16 %
In State Travel Expense	46,672	42,682	635	0	3,990	8.55 %	58,835	16,153	27.45 %
Out of State Travel Expense	14,007	12,357	3,393	0	1,650	11.78 %	17,800	5,443	30.58 %
Operating Expenditures	489,285	469,607	38,878	33,302	(13,624)	-2.78%	998,510	495,601	49.63 %
Capital Equipment Expense	45,588	52,789	0	53,000	(60,201)	-132.05%	161,000	55,211	34.29 %
Capital Facilities Expense	24,881	4,881	0	20,000	(0)	0.00%	99,480	74,599	74.99 %
Trustee & Benefit Payments	772,847	829,337	235,495	0	(56,490)	-7.31%	1,951,935	1,122,598	57.51 %
<b>TOTAL EXPENDITURES:</b>	<b>2,240,855</b>	<b>2,192,762</b>	<b>361,368</b>	<b>106,302</b>	<b>(58,209)</b>	<b>-2.60%</b>	<b>4,450,560</b>	<b>2,151,496</b>	<b>48.34 %</b>
<b>TOTAL EXPD AND TRANSFERS OUT:</b>	<b>2,240,855</b>	<b>2,192,762</b>	<b>361,368</b>	<b>106,302</b>	<b>(58,209)</b>	<b>-2.60%</b>	<b>4,450,560</b>	<b>2,151,496</b>	<b>48.34 %</b>
<b>Net for Fiscal Year 2018:</b>	<b>194,627</b>	<b>387,964</b>	<b>(160,463)</b>		<b>87,035</b>		<b>(1,317,435)</b>	<b>(1,599,097)</b>	



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Joel Drake	Presenter's Title Financial Mgr., FP&A	Initials JD	Reviewed By
Preparer's Name Nathan Hesterman	Preparer's Title Sr. Planner - Programming	Initials ndh	

## Subject

Monthly Reporting of Federal Formula Program Funding Through April 2018		
Key Number N/A	District N/A	Route Number N/A

## Background Information

Idaho received obligation authority through September 30<sup>th</sup> (365/365<sup>th</sup>) via the FY 2018 Appropriations Act signed on March 23, 2018. This \$276.4 million corresponds to \$272.7 million with match after a reduction for indirect costs. The amount excludes *Redistribution of Obligation Authority Not Used by Other States* which is usually distributed at the end of August.

Additionally on April 25<sup>th</sup>, Idaho received notice of the receipt of \$14.4 million of Highway Infrastructure Funds from the General Fund within Surface Transportation Block Grant population categories. The distribution of these funds to our partners is pending approval of a May Board Item in regards to this topic.

Idaho has received apportionments via notices through April 17<sup>th</sup> of \$302.2 million which includes *Redistribution of Certain Authorized Funds*. Currently, obligation authority is 91.5% of apportionments.

The exhibits on the following page summarize these amounts and show allotments and remaining funds by program through September 30, 2018.

## Recommendations

For Information

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

## Exhibit One Actual Formula Funding for FY2018

<b>Per FAST Tables – Total Year</b>	
Federal Aid Only	\$302,157
Including Match	\$327,648
<b>Per Apportionments – Total Year</b>	
Federal Aid Only	\$302,243
Including Match	\$327,741
<b>Obligation Limits through 9/30/2018</b>	
Federal Aid Only	\$276,441
Less prorated \$25M indirect costs w/Match	\$272,653

- Notes:
1. All dollars in Thousands
  2. 'Approved Program' amounts from the FY 2018 Board Approved Program (Sky Blue Book).
  3. Apportionment and Obligation Authority amounts reflect available funds via federal notices received through April 17, 2018.

## Exhibit Two Allotments of Available Formula Funding through September 30, 2018

Program	Allotted Total Program Funding	Total Program Funding Remaining
All Other SHS Programs	\$158,294	\$60,697
GARVEE Formula Debt Service*	\$58,190	\$2,308
State Planning and Research*	\$6,738	\$1,100
Metropolitan Planning*	\$1,813	\$10
Transportation Alternatives (Urban/Rural)	\$3,606	\$1,107
Recreational Trails	\$1,561	\$1,553
STBG - Local Urban	\$7,908	(\$29)
STBG - Transportation Mgt. Area	\$9,228	\$7,727
Transportation Alternatives (TMA)	\$438	\$31
STBG – Local Rural	\$12,666	\$1,637
Local Bridge	\$4,970	\$4,420
Off System Bridge	\$3,727	\$2,827
Local HSIP	\$3,513	\$490
<b>Total (excluding indirect costs)</b>	<b>\$272,653</b>	<b>\$83,879</b>

- Notes:
1. All dollars in Thousands.
  2. Allotments based on the FY 2018 Board Approved Program (Sky Blue Book).
  3. Funding amounts include match and reflect total formula funding available (excluding indirect costs).
  4. Data reflects both obligation and de-obligation activity (excluding indirect costs) as of April 30<sup>th</sup>.
  5. Advanced construction conversions of \$40.8 million are outstanding for FY 2018.
- \* These programs are provided 100% Obligation Authority. Other programs are reduced accordingly.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Michelle Doane	Presenter's Title Business & Support Mgr	Initials MD	Reviewed By CRM
Preparer's Name Michelle Doane	Preparer's Title Business & Support Mgr	Initials MD	LSS

## Subject

Non-Construction Professional Service Contracts issued by Business & Support Management		
Key Number N/A	District N/A	Route Number N/A

## Background Information

The purpose of this Board item is to comply with the reporting requirements established in Board Policy 4001 -'Each month the Chief Administrative Officer shall report to the Board all non-construction professional service agreements entered into by the Department during the previous month.'  
Business and Support Management section did not execute any professional service agreements in the previous month.

## Recommendations

Information only

## Board Action

Approved  Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Blake Rindlisbacher, PE	Presenter's Title Engineering Services Administrator	Initials BR	Reviewed By
Preparer's Name Monica Crider, P.E.	Preparer's Title Contracting Services Engineer	Initials MC	LSS
			BR

## Subject

Contract Awards and Advertisements		
Key Number	District	Route Number

## Background Information

In accordance with board policy 4001, Staff has initiated or completed action to award the contracts listed on the attached report.

Also attached is the Current Advertisement Report.

Since the last Board Agenda report Contracting Services has Bid 14 projects, 6 of them needing Board approval to award, 1 of them needing Board approval to reject and 1 project awaiting district justification.

FY18 – 10/1/2017 to 4/30/2018 Contracting Services has bid 85 projects, 24 of them needing Board Approval to award, 4 needing Board approval to reject and 1 project awaiting district justification.

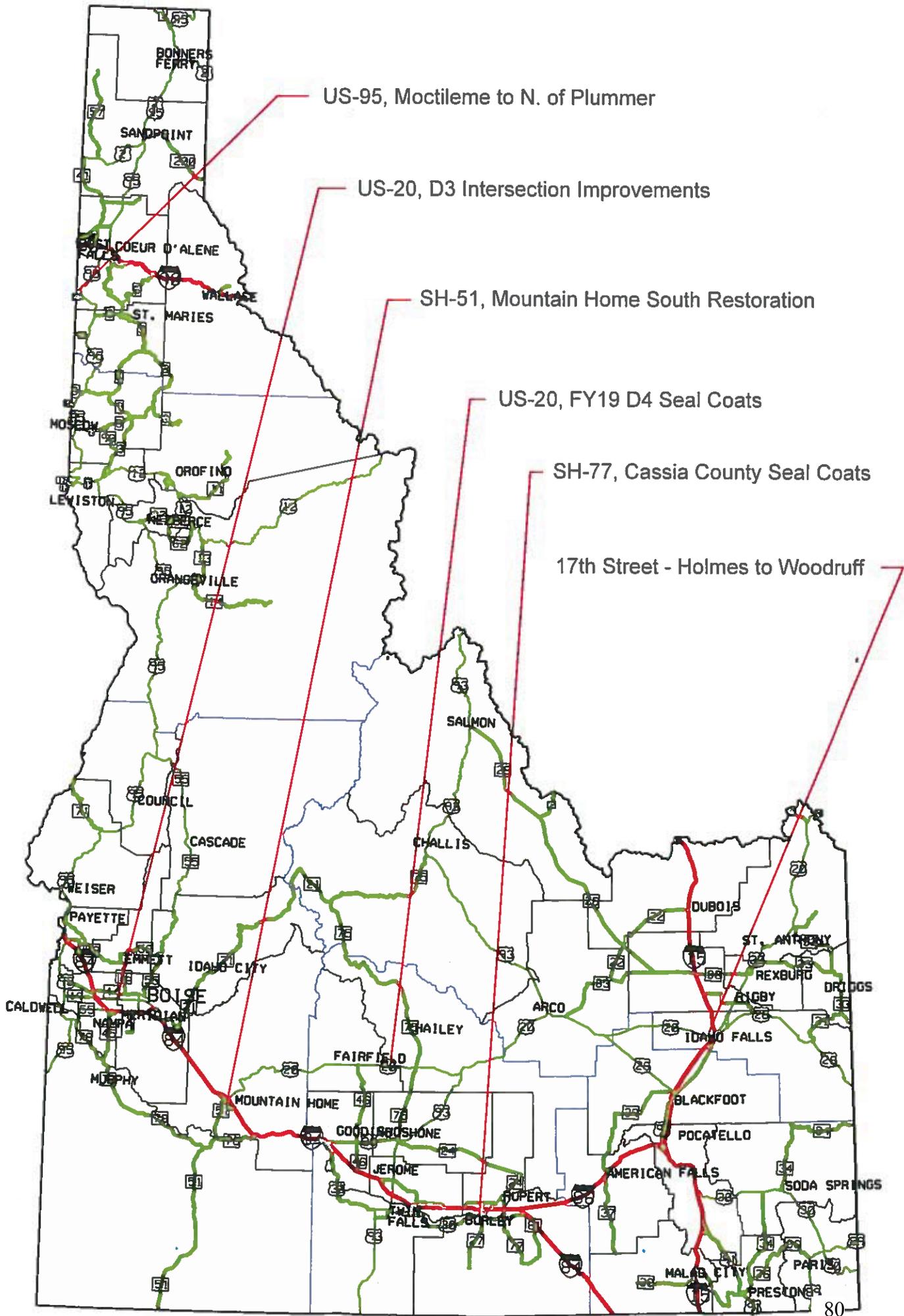
## Recommendations

For Information Only.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



US-95, Moctileme to N. of Plummer

US-20, D3 Intersection Improvements

SH-51, Mountain Home South Restoration

US-20, FY19 D4 Seal Coats

SH-77, Cassia County Seal Coats

17th Street - Holmes to Woodruff

# Monthly Contract Status Report to the Board

CONTRACT ACCEPTED BY STAFF SINCE LAST BOARD MEETING

KEY	Engineer Estimate	Low Bid	Net +/-	% of Est	
Dist: 1	Route: US-95	OPENING DATE: 4/10/2018	CONTRACTOR: POE ASPHALT PAVING, INC.		NUMBER OF BIDS: 3
20582	\$3,721,328	\$2,822,708	(\$898,620)	76%	
20582	N MOCTILEME TO N OF PLUMMER, BENEWAH CO	RESRF/RESTO&REHAB	State		
Dist: 3	Route: US-20	OPENING DATE: 4/17/2018	CONTRACTOR: KNIFE RIVER CORPORATION -NORTHWEST		NUMBER OF BIDS: 2
19415	\$189,494	\$205,747	\$16,253	109%	
19415	D3 INTERSECTION IMPROVEMENTS	SAFTY/TRAF OPER	State		
Dist: 3	Route: SH-51	OPENING DATE: 4/3/2018	CONTRACTOR: KNIFE RIVER CORPORATION -NORTHWEST		NUMBER OF BIDS: 3
19947	\$918,643	\$869,024	(\$49,619)	95%	
19947	MOUNTAIN HOME SOUTH RESTORATION	RESRF/RESTO&REHAB	State		
Dist: 4	Route: SH-77	OPENING DATE: 4/24/2018	CONTRACTOR: KNIFE RIVER CORPORATION -NORTHWEST		NUMBER OF BIDS: 3
20108	\$773,240	\$769,000	(\$4,240)	99%	
20108	CASSIA CO SEAL COATS PM		State		
Dist: 4	Route: US-20	OPENING DATE: 4/3/2018	CONTRACTOR: KLOEPFER, INC.		NUMBER OF BIDS: 2
19901	\$954,271	\$729,062	(\$225,210)	76%	
19901	FY19 D4 SEALCOATS, BLAINE/CAMAS CO	PM	State		
Dist: 6	Route: Off System	OPENING DATE: 4/10/2018	CONTRACTOR: H-K CONTRACTORS, INC.		NUMBER OF BIDS: 2
13585	\$1,620,419	\$1,520,769	(\$99,650)	94%	
13585	17TH ST; HOLMES TO S WOODRUFF, IDAHO FALLS	RESRF/RESTO&REHAB	Local		

## Monthly Contract Advertisement As of 04-30-2018

	Key	Job Type	Route Type
Dist: 1	Route: I-90	OPENING DATE: 6/5/2018	
	19326	\$2,500,000 to \$5,000,000	
	19326	FY19b D1 BRIDGE REPAIRS	BR/APPRS State
Dist: 1	Route: US-95	OPENING DATE: 5/22/2018	
	13852	\$2,500,000 to \$5,000,000	
	13852	MOCTILEME CR BR, BENEWAH CO	BR/APPRS State
	13852	MOCTILEME CR BR, BENEWAH CO	BR/APPRS State
Dist: 1	Route: SH-5	OPENING DATE: 5/1/2018	
	20338	\$1,000,000 to \$2,500,000	
	20338	EMERGENCY REPAIR MP 5.8, BENEWAH CO	RECONST/REALIGN State
Dist: 1	Route: US-95	OPENING DATE: 5/1/2018	
	20520	\$1,000,000 to \$2,500,000	
	20520	DUFORT RD TO GUN CLUB RD	RESRF/RESTO&REHAB State
Dist: 2	Route: US-95	OPENING DATE: 5/1/2018	
	20280	\$1,000,000 to \$2,500,000	
	20280	BRIDGE REPLACEMENTS (3) D1- D2 (STSI)	BR/APPRS State
Dist: 3	Route: Off System	OPENING DATE: 5/8/2018	
	12382	\$1,000,000 to \$2,500,000	
	12382	S 18TH ST; 6TH ST TO AMERICAN LEGION BLVD	RESRF/RESTO&REHAB Local

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Dist: 5 Route: SH-5 OPENING DATE: 5/22/2018

09894

\$5,000,000 to \$10,000,000

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09894 OLD HWY 37, THE RECONST/REALIGN Local  
NARROWS, ONEIDA CO

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Dist: 6 Route: US-20B OPENING DATE: 5/8/2018

20746

\$1,000,000 to \$2,500,000

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20746 STOCKHAM & US 20 SAFTY/TRAF OPER State  
ROUNABOUT, RIGBY



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed \_\_\_\_\_

Presenter's Name Monica Crider, P.E.	Presenter's Title Contracting Services Engineer	Initials MC	Reviewed By LSS
Preparer's Name Mike Cram	Preparer's Title Project Manager	Initials MWC	

## Subject

REPORT ON PROFESSIONAL SERVICES AGREEMENTS AND TERM AGREEMENT WORK TASKS		
Key Number N/A	District N/A	Route Number N/A

## Background Information

### For all of ITD:

Consultant Services processed thirty-eight (38) new professional services agreements and work tasks totaling **\$15,376,667** and two (2) supplemental agreements to existing professional services agreements totaling **\$174,950** from March 28, 2018 through April 26, 2018.

### New Professional Services Agreements and Work Tasks

Reason Consultant Needed	District								Total	
	1	2	3	4	5	6	HQ			
<b>Resources not Available</b>										
Design		2	2	1						5
Environmental		2	1	2			1			6
Traffic			1							1
Geotechnical										0
Testing & Inspection	3	1	1							5
Surveying	2		1	1	1	1				6
Construction	1		1		1	2				5
Bridge							1			1
Local Public Agency Projects	3	4	1	1	0	0	0			9
<b>Total</b>	<b>9</b>	<b>9</b>	<b>8</b>	<b>5</b>	<b>2</b>	<b>4</b>	<b>1</b>			<b>38</b>



# Board Agenda Item

## For ITD District Projects:

Twenty-nine (29) new professional services agreements and work tasks were processed during this period totaling **\$14,495,895**. One (1) supplemental agreement was processed totaling **\$155,100**.

### District 1

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
US-95, N Moctileme to N of Plummer	Resources not available: Construction	Construction Engineering Inspection, Sampling & Testing Services	Individual Project Solicitation	Ruen-Yeager & Associates	\$475,000
US-95, Alderson Lane to Kootenai River/Railroad Bridge, Bonners Ferry	Resources not available: Construction	Construction Engineering Inspection, Sampling & Testing Services	Individual Project Solicitation	David Evans & Associates	\$727,200
I-90, Blue Creek Bay Bridge, Kootenai Co	Resources not available: Construction	Construction Engineering Inspection & Sampling Services	Individual Project Solicitation	HDR Engineering	\$675,000
SH6, Creek Bridge, Benewah Co	Resources not available: Construction	Engineer of Record Services during Construction	RFI from Term Agreement	DOWL	Prev: \$161,800 <b>This: \$ 11,200</b> Total: \$173,000
US-95, McArthur Lake, Boundary Co	Resources not available: Surveying	Surveying Services	Direct from Term Agreement	Glahe & Associates	\$74,300
State, FY20 D1 ADA Improvements	Resources not available: Surveying	Surveying Services	Direct from Term Agreement	Welch Comer & Associates	\$15,530

### District 2

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
US-12, Warm Springs Pack Bridge to Montana State Line	Resources not available: Construction	Construction Engineering Inspection & Testing	Individual Project Solicitation	Stanley Consultants	\$1,270,00 Board approved > \$1M Feb '18



# Board Agenda Item

US-12, Fish Creek Bridge, Idaho Co		Services			Mtg
US-12, Tumble Creek to Lochsa Ranger Station, Idaho Co					
US-95, Culdesac Canyon Passing Lanes, Ph 3 & 4, Lewis & Nez Perce Co.	Resources not available: Design	Roadway Design, Phase 1: Preliminary Design Services	Individual Project Solicitation	Horrocks	\$1,054,300 Board approved > \$1M Nov '17 Mtg
SH3, West Fork Potlatch River Bridge, Latah Co	Resources not available: Environmental	Cultural Resource Services	Direct from Term Agreement	Bionomics Environmental	\$9,100
SH14, Moose Creek Fish Passage	Resources not available: Design	Design through PS&E of the Improved Aquatic Organism Passage	Direct from Term Agreement	Great West Engineering	\$54,700
SH3, Middle Fork Potlatch Creek Bridge, Latah Co	Resources not available: Environmental	Cultural Resource Services	Direct from Term Agreement	Bionomics Environmental	\$18,700

### District 3

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
I-84, Karcher Interchange to Franklin Boulevard, Nampa	Resources not available: Design	Roadway Design, Phase II: Completion of Design through PS&E	Individual Project Solicitation	Parametrix	Prev: \$ 5,287,600 <b>This: \$ 5,497,100</b> Sum: \$10,784,700  Board approved > \$1M Apr '18 Mtg



## Board Agenda Item

ITD 2210 (Rev. 10-13)

I-84, Caldwell to Karcher	Resources not available: Design	Roadway Design: Phase II: Conceptual Design, Environmental Clearances & Public Involvement Services	Individual Project Solicitation	Horrocks Engineers	Prev: \$ 992,600 <b>This: \$2,784,240</b> Total: \$3,776,840  Board approved > \$1M Apr '18 Mtg
SH52, Downtown Emmett Reconstruction	Resources not available: Environmental	Environmental Services Required for the Project	Direct from Term Agreement	HDR Engineering	\$41,700
SH44, Corridor Study, Jct I-84 to Eagle	Resources not available: Traffic	Traffic Study	Direct from Term Agreement	Six Mile Engineering	\$82,400
SH52, Downtown Emmett Reconstruction	Resources not available: Geotechnical	Geotechnical Engineering	Direct from Term Agreement	Terracon	\$65,000
US-95, Payette North City Limits to Weiser River Bridge	Resources not available: Construction	Materials Sampling & Testing	RFI from Term Agreement	Materials Testing & Inspection	\$65,900
SH44, Star Road to SH 16, Ada Co  SH44, Intersection SH16 to Linder Road, Ada Co	Resources not available: Surveying	Surveying Services	RFI from Term Agreement	T-O Engineers	\$167,800

### District 4

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
I-84, Jerome Interchange East & West Bound Lanes, Jerome Co	Resources not available: Design	Roadway Design, Phase I: Preliminary Engineering	Individual Project Solicitation	WHPacific	\$455,000
SH46, Big Wood River Bridge, Gooding Co	Resources not available: Environmental	Cultural Report	Direct from Term Agreement	ARH Archaeology & Architectural	\$10,000
SH75, Four Mile Bridge over Big Wood River, Blaine Co	Resources not available: Environmental	Architectural Historian Services	Direct from Term Agreement	Gorman Preservation Associates	\$15,000



# Board Agenda Item

SH46, Big Wood River Bridge, Gooding Co	Resources not available: Surveying	Wetland Survey, Hydraulics Report, & Surveying	RFI from Term Agreement	HDR Engineering	\$146,500  Board approved term limit > \$1.5 M Apr '18 Mtg
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## District 5

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
I-86, Intersection Pocatello Ave, Power Co	Resources not available: Surveying	Right of Way Survey Work	Direct from Term Agreement	Keller Associates	\$24,325
SH39, Lateral A Canal, Bingham Co	Resources not available: Construction	Materials Sampling & Testing Services	Direct from Term Agreement	Materials Testing & Inspection	\$21,400

## District 6

<i>Project</i>	<i>Reason Consultant Needed</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
US-26, Antelope Flats Passing Lane, Bonneville Co  US-26, Clark Hill Rest Area Turn Lanes, Bonneville Co	Resources not available: Surveying	Surveying Services	Direct from Term Agreement	J-U-B Engineers	\$86,000
D6 Construction Materials Testing Idaho Fall 2018	Resources not available: Construction	D6 2018 Construction Materials Testing for Projects Located in Idaho Falls	RFI from Term Agreement	Strata	\$101,000
US-20, Intersection SH47 Improvements, Ashton	Resources not available: Environmental	Preliminary Investigation of Soils for Contaminants	Direct from Term Agreement	Rocky Mountain Environmental Associates	\$18,000



# Board Agenda Item

ITD 2210 (Rev. 10-13)

D6 Construction Materials Testing 2018	Resources not available: Construction	Construction Materials Testing	RFI from Term Agreement	Strata	\$287,000
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## Headquarters

Project	Reason Consultant Needed	Description	Selection Method	Consultant	Amount
FY 18 Local/Offsystem Bridge Inspection FY18 SHS Bridge Inspection	Resources not available: Bridge	Underwater Bridge Inspection	RFI from Term Agreement	Collins Engineers	\$242,250

## Supplemental Agreements to Existing ITD Professional Service Agreements

District	Project	Consultant	Original Agreement Date/Description	Supplemental Agreement Description	Total Agreement Amount
1	Labrosse Hill Street to Alderson Lane, Bonners Ferry	HMH	5/17, Roadway Design Services	Add'l Design Services (ROW Exhibits, Sidewalk, Drainage & Utilities)	Prev: \$ 616,600 <b>This: \$155,100</b> Total: \$771,700



# Board Agenda Item

**For Local Public Agency Projects:**

Nine (9) new professional services agreements totaling **\$881,022** were processed during this period. One (1) supplemental agreement was processed totaling **\$19,850**.

**Local Public Agency Projects**

<i>Project</i>	<i>Sponsor</i>	<i>Description</i>	<i>Selection Method</i>	<i>Consultant</i>	<i>Amount</i>
Wallace Western Gateway Pedestrian Improvements	City of Wallace	Design of Pedestrian Improvements	Local Project Direct from the Term Agreement	HMH	\$9,600
Ruby Creek #2 Bridge	Boundary County	Roadway & Bridge Design, Phase II: Final Design and PS&E	Local Project RFI from Term Agreement	David Evans & Associates	Prev: \$215,500 <b>This: \$237,500</b> Total: \$453,000
Maine Street Path	City of Spirit Lake	Construction Engineering & Inspection Services	Local Project Direct from the Term Agreement	HMH	\$26,432
Salmon River Rock Fall Mitigation	Idaho County	Roadway Design Services through PS&E	Local Project Direct from the Term Agreement	J-U-B Engineers	\$70,790
Main Street Sidewalk and ADA Ramps	City of Lapwai	Construction Engineering & Inspection Services	Local Project Direct from the Term Agreement	Keller Associates	\$16,000
Robinson Park Road Signs & Elevation Robinson Park Road Bridge	North Latah Highway District	Construction Engineering, Inspection, Sampling & Testing Services	Local Project RFI from Term Agreement	T-O Engineers	\$215,800
Paradise Path Underpass & Multimodal Extension	City of Moscow	Construction Engineering, Inspection & Sampling Services	Local Project Direct from the Term Agreement	J-U-B Engineers	\$55,700



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Intersection Lone Star & Middleton Roads	City of Nampa	Design of Intersection Improvements	Local Project RFI from Term Agreement	Keller Associates	\$177,200
Myrtle Street Connector	City of Hailey	Pathway Design	Local Project Direct from the Term Agreement	Galena Engineering	\$72,000

### Supplemental Agreements to Existing Local Professional Services Agreements

<i>District</i>	<i>Project</i>	<i>Consultant</i>	<i>Original Agreement Date/Description</i>	<i>Supplemental Agreement Description</i>	<i>Total Agreement Amount</i>
6	Beaver Creek Bridge, Clark Co	Forsgren Associates	12/14 Roadway Design through PS&E	Preparation of Add'l Environmental Documentation	Prev: \$276,440 <b>This: \$ 19,850</b> Total: \$296,290

### Recommendations

For Information Only

### Board Action

Approved     Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 25 minutes

Presenter's Name Chad Morgan and Cameron Stanford	Presenter's Title Bingham/Madison Co Sheriff Office	Initials CM/CS	Reviewed By
Preparer's Name Chad Morgan and Cameron Stanford	Preparer's Title Bingham/Madison Co Sheriff Office	Initials CM/CS	

## Subject

DUI Collaborative Enforcement		
Key Number	District	Route Number

## Background Information

About 10 Sheriff's Offices from District 5 and District 6 have recently formed a DUI Task Force. The two Law Enforcement Liaisons from D5 and D6 will tell us about some of the events that they have provided extra patrols on, and the success they are having so far. They will also talk about the first ever statewide No Refusal Weekend. This is scheduled to occur June 29-July 1 across the state.

## Recommendations

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## Board Action

<input type="checkbox"/> Approved <input type="checkbox"/> Deferred _____ <input type="checkbox"/> Other _____
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# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 10 minutes

Presenter's Name Scott Stokes and John Tomlinson	Presenter's Title Chief Deputy and Hwy Safety	Initials LSS/JT	Reviewed By
Preparer's Name Scott Stokes and John Tomlinson	Preparer's Title Chief Deputy and Hwy Safety	Initials LSS/JT	

## Subject

ITSC Annual Report		
Key Number	District	Route Number

## Background Information

The Idaho Traffic Safety Commission (ITSC) Annual Report will be presented to the Board. This will be an update on what has been happening over the last year with the ITSC, and what's ahead for the future. The ITSC meets twice a year to discuss behavioral safety issues, provide suggestions to the Highway Safety Plan, and come up with ideas to focus on with federal grant funds.

## Recommendations

For information.

## Board Action

Approved  Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 10 minutes

Presenter's Name John Tomlinson	Presenter's Title Highway Safety Manager	Initials JT	Reviewed By LSS
Preparer's Name John Tomlinson	Preparer's Title Highway Safety Manager	Initials JT	

## Subject

Highway Safety Plan		
Key Number	District	Route Number

## Background Information

I will be doing an informational presentation previewing the proposed Federal Fiscal Year 2019 Highway Safety Plan. This is the Office of Highway Safety's FFY 2019 plan that must be submitted to NHTSA by July 2, 2018, to receive funding for our behavioral programs.

I will talk about the program areas and highlight the newest projects that are included in this plan. This will encompass the recommendations and approvals from the Idaho Traffic Safety Commission at their May 10th meeting. I will be asking the Board for any recommendations they have for the plan, so that the final draft can be brought before them for approval in June.

## Recommendations

For information and discussion.

## Board Action

Approved     Deferred \_\_\_\_\_  
 Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 16 - 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 5 min.

Presenter's Name Nestor Fernandez	Presenter's Title Mobility Services Engineer	Initials NF	Reviewed By KRA
Preparer's Name Cathy Ford	Preparer's Title Roadside Program Manager	Initials CF	NF

## Subject

Update of Safety Rest Areas and Oasis Partnerships		
Key Number	District District 4	Route Number Statewide

## Background Information

In accordance with Board Policy 4044, this is an update to the Safety Rest Area program.

District 4 has requested the Jerome Rest Area be designated for closure and deletion from the safety rest area program. District 4 is working with two local truck stops and is moving forward with entering into Oasis Public/Private Partnerships on I-84 at the Twin Falls Interchange and at the SH-50 Interchange.

Demolition of the Jerome Rest Area will be done in 2 phases. On the first phase, District 4 maintenance crews will remove the main building and other structures and on the second phase will remove the rest of the facility under a scheduled project.

In addition, the District has programed the expansion of the Bliss Rest Ares to accommodate additional parking by nearly doubling the current parking.

Therefore, the Idaho Transportation Board directs District 4 to enter into an Oasis Partnership Rest Area on I-84 at the Twin Falls Interchange and at the SH-50 Interchange, and close Jerome Rest Area.

## Recommendations

Approve attached resolution, page 97.

## Board Action

Approved  Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Idaho Transportation Department Safety Rest Areas and Oasis Partnerships Planning map

May 2018

### Existing Rest Areas

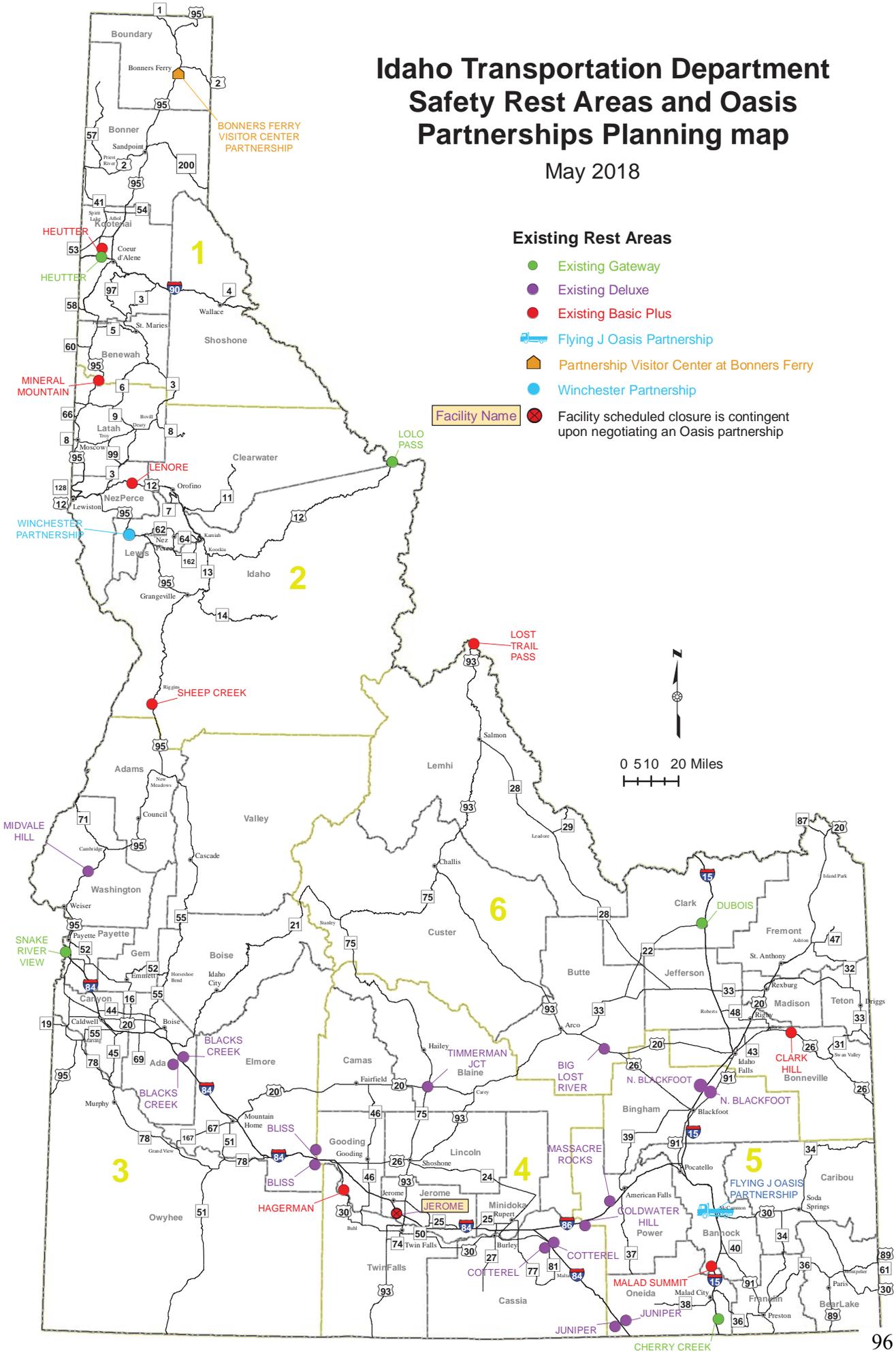
- Existing Gateway
- Existing Deluxe
- Existing Basic Plus

Flying J Oasis Partnership

Partnership Visitor Center at Bonners Ferry

Winchester Partnership

**Facility Name** Facility scheduled closure is contingent upon negotiating an Oasis partnership



0 5 10 20 Miles  
|-----|-----|-----|



RES. NO. WHEREAS, Safety Rest Areas are an integral part of the transportation system; and

WHEREAS, the Idaho Transportation Department is committed to providing safe, secure, and sanitary rest area facilities at strategic locations on the state highway system; and

WHEREAS, the truck stops at the Twin Falls IC and at the SH-50 IC provide an Oasis partnership that would increase services available to motorists services and save ITD maintenance costs;

*NOW THEREFORE BE IT RESOLVED*, that the Idaho Transportation Board approves the revisions to the Idaho Transportation Department Safety Rest Areas and Oasis Partnership Program map updating the current status of all facilities and identifying future public/private partnerships; and

*NOW BE IT FURTHER RESOLVED*, that the Idaho Transportation Board directs District 4 to enter into an Oasis partnership with the truck stops at the Twin Falls IC and at the SH-50 IC and close the Jerome Rest Area.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 10 minutes

Presenter's Name Amy Revis, PE	Presenter's Title District 3 Engineer	Initials AR	Reviewed By
Preparer's Name Marc Danley	Preparer's Title Staff Engineer	Initials MD	

## Subject

Project No. A013(930) & A013(947), Hammett Business Loop & UPRR Bridge		
Key Number 13930 & 13947	District 3	Route Number SH-78 & I-84B

## Background Information

This agenda item requests Idaho Transportation Board (Board) approval to relinquish I-84B, in Hammett, to the Glens Ferry Highway District (GFHD) through a Road Closure and Maintenance Agreement (Agreement).

I-84B's western limit starts at SH-78 in downtown Hammett and goes east to the half interchange at milepost 114; approximately 2.1 miles of roadway. I-84B separates two sections of road maintained by the GFHD. GFHD has agreed to take over the maintenance and responsibility of I-84B as to provide a connection between their roadways. As per the Agreement, GFHD will take over I-84B once ITD has completed and accepted the construction projects which will rehabilitate the roadway, replace the bridge that crosses over Union Pacific's right-of-way, and realign the intersections at Waller Drive and Old US 30 (Project No. A013(930) & A013(947)).

In 2016, District 3 began discussing with the GFHD about local agency ownership of I-84B in Hammett.

Between August and November 2017, legal counsel for ITD and GFHD reviewed approved the language in the Agreement.

On December 14, 2017, GFHD Board of Commissioners approved the Agreement by Resolution #2017-01.

On January 16, 2018, GFHD Board of Commissioners signed the Agreement.

On March 14, 2018, the Idaho Transportation Board Subcommittee on State Highway System Adjustments passed a motion to recommend that the full Board approve the Agreement.

## Recommendations

Approval of the Road Closure and Maintenance Agreement which will relinquish maintenance and responsibility of I-84B in Hammett to Glens Ferry Highway District upon completion and acceptance of construction for Project No. A013(930) & A013(930), Hammett Business Loop & UPRR Bridge. Resolution/official minute on page 104.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_

## ROAD CLOSURE AND MAINTENANCE AGREEMENT

### PARTIES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and **Glenns Ferry Highway District**, hereafter called **GFHD**.

### PURPOSE

The **STATE** has programmed the construction of Project No. A013(930) & A013(947), KN 13930 & 13947, I-84B Hammett Business Loop & Union Pacific Railroad (UPRR) Bridge to consist of rehabilitating a portion of I-84B, from milepost 1.09 to 3.18, and replacement of the existing railroad overpass structure at milepost 2.42. Upon the projects completion and State acceptance, the road will be relinquished to the local jurisdiction, as shown on the attached print marked "Exhibit A" and made part of this Agreement. This Agreement is entered into pursuant to Idaho Code, Section 40-203B.

The Parties agree as follows:

### SECTION I That the **STATE** will:

1. Construct and assume all costs of construction and engineering necessary to complete the work of these projects, excepting those items hereafter stated as obligations of the **GFHD** in accordance with the attached Exhibit A. If the project is not ultimately constructed, this agreement will be null and void.
2. During construction of this project, install and maintain proper signing necessary to guide and regulate motorists traveling SH-78, I-84B, and I-84. The signing shall conform to **State** standards.
3. Complete the rehabilitation of I-84B which is to be relinquished to the **GFHD**.
4. Relinquish and abandon to the **GFHD** by official notification from the Idaho Transportation Board, the following street as shown on Exhibit A:
  - a. Starting at I-84B, MP 1.09 to MP 3.18, including the right-of-way appurtenant thereto.
5. Maintain the on/off ramps at Interchange 114 and the Cold Springs Canal located under I-84, within the **STATE**'s right-of-way.
6. Remove all existing signs that designate the existing route as I-84B.

7. Provide and install new roadway signs designating the I-84B route as “Old US-30.”

**SECTION II:** That the **GFHD** will:

1. Consent, by passage of a resolution that assents to the abandonment by the **STATE** and upon acceptance of the completed project by the **STATE**, accept the jurisdiction of and responsibility for, in full and every respect, that portion of I-84B from milepost 1.09 to milepost 3.18, including the right-of-way appurtenant thereto, as shown on Exhibit A, as of the date set by the Idaho Transportation Board.
2. Maintain, erect or install, within the limits of this project, any traffic control devices, including signs, in conformity with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

**SECTION III:** Approval and Effect

1. This Agreement will become effective when it is signed by all parties and then reviewed and approved by the Idaho Transportation Board.



- ROADWAY TO BE MAINTAINED BY THE IDAHO TRANSPORTATION DEPARTMENT
- ROADWAY TO BE MAINTAINED BY THE GLENN'S FERRY HIGHWAY DISTRICT
- R/W — EXISTING ITD RIGHT-OF-WAY
- EXISTING INTERSECTION ALIGNMENT

SCALE:  
1"=400'

ROAD CLOSURE & MAINTENANCE AGREEMENT -  
EXHIBIT A

IDAHO  
TRANSPORTATION  
DEPARTMENT



1-84B, HAMMETT BUSINESS  
LOOP & UPRR BRIDGE

PROJECT NO.  
A01319301/A0131947)

COUNTY ELMORE	KEY NUMBER 139.50/13947	SHEET OF
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- ROADWAY TO BE MAINTAINED BY THE IDAHO TRANSPORTATION DEPARTMENT
- ROADWAY TO BE MAINTAINED BY THE GLENN'S FERRY HIGHWAY DISTRICT

- EXISTING ITD RIGHT-OF-WAY
- EXISTING INTERSECTION ALIGNMENT

SCALE:  
1"=400'

**ROAD CLOSURE & MAINTENANCE AGREEMENT - EXHIBIT A**

**IDAHO TRANSPORTATION DEPARTMENT**

PROJECT NO.  
A0131930/A0131947

I-84B, HAMMETT BUSINESS LOOP & UPRR BRIDGE

COUNTY	FLURBE
KEY NUMBER	13530/13947
SHEET	DF

**EXECUTION**

This Agreement is executed for the **STATE** by the District 3 Engineer; and executed for the **GFHD** by the Chairman of the Board of Commissioners, attested to by the Superintendent, with the imprinted corporate seal of the Glens Ferry Highway District.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED

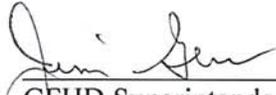
\_\_\_\_\_  
Chief Engineer

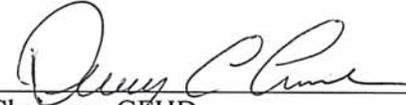
RECOMMENDED BY:

\_\_\_\_\_  
District Engineer

**GLENS FERRY HIGHWAY DISTRICT**

ATTEST:

  
\_\_\_\_\_  
GFHD Superintendent      1/16/17      Date  
(SEAL)

  
\_\_\_\_\_  
Chairman GFHD      1/16/17      Date  
Board of Commissioners

By regular/special meeting on  
December 14, 2017  
Date



OFFICIAL MINUTE

WHEREAS, the Glenns Ferry Highway District is willing to assume jurisdiction for I-84B in Hammett upon construction completion and acceptance of project A013(390) and A013(947);

WHEREAS, ITD will remove all signs designating the existing I-84B route,

WHEREAS, the Glenns Ferry Highway District and District Three have negotiated the Road Closure and Maintenance Agreement; and

WHEREAS, during the March 14, 2018 meeting, the Board's Subcommittee on Adjustments to the State Highway System voted to recommend to this Board, the approval of the District's request to relinquish jurisdiction of I-84B in Hammett to the Glenns Ferry Highway District.

THEREFORE BE IT RESOLVED, the Board accepts the Subcommittee's recommendation and approves the Director to sign the agreements referenced above.

BE IT FURTHER RESOLVED, that ITD shall relinquish jurisdiction of those portions of roadways described above, by transferring the roadways to the Glenns Ferry Highway District by means of Road Closure and Maintenance Agreement, thereby removing the roadways from the State Highway System.

APPROVED:

IDAHO TRANSPORTATION BOARD:

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chairman

RECOMMENDED BY"

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 10 minutes

Presenter's Name Caleb Lakey	Presenter's Title Engineering Manager	Initials JCL	Reviewed By
Preparer's Name Amy Revis	Preparer's Title District Engineer	Initials AR	

## Subject

STAR Agreement for US-20/26 (Linder Rd. to SH-16)		
Key Number 20603	District 3	Route Number US-20/26

## Background Information

The expansion of US-20/26 from Linder Rd. to SH-16 is currently funded in the approved STIP for FY24. The Costco Corporation and District 3 have drafted an agreement (see attached), in which it is proposed that the Department allow Costco to build the improvement using private funds and seek reimbursement for qualifying expenses under the State Tax Anticipated Revenue (STAR) legislation.

The estimated cost of the improvements on the state system is \$15.5M. This cost includes right of way acquisition (to be acquired by the Department) and design and construction costs (by Costco). The improvements are proposed in two phases 1) Linder Rd. to Tree Farm Way and 2) Tree Farm Way to SH-16 with the first phase starting in FY19. The improvements include expanding from two to four travel lanes as well as intersection improvements. The improvements will be developed to all applicable federal and state standards and requirements with oversight from the District and Chief Engineers.

The STAR Agreement also includes improvements along the local roads under Ada County Highway District jurisdiction, namely Linder Rd. All improvements (state and local) are in accordance with the results of the Traffic Impact Study for the project and the Environmental Assessment for the corridor.

## Recommendations

Approval of attached resolution on page 138.

## Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_

# SALES TAX ANTICIPATION REVENUE REIMBURSEMENT AGREEMENT

## Meridian Idaho Costco

### U.S. Highway 20/26 (Chinden Boulevard) and Ten Mile Road

This SALES TAX ANTICIPATION REVENUE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 (“Effective Date”), by and among the IDAHO TRANSPORTATION DEPARTMENT, an executive department of the state of Idaho (“ITD”), the IDAHO TRANSPORTATION BOARD, a board created pursuant to the laws of the state of Idaho (“ITD Board”), the ADA COUNTY HIGHWAY DISTRICT (“ACHD”), a highway district created pursuant to the laws of the state of Idaho, and COSTCO WHOLESALE CORPORATION, a Washington corporation (“Developer”). Collectively, the entities entering into this Agreement may be identified as “Parties”. Individually, any entity entering into this Agreement may be identified as “Party.”

### RECITALS AND AGREEMENT

A. Developer intends to develop a retail complex in a single location known as the Meridian Idaho Costco (“Complex”) located within the city limits of Meridian, Ada County, Idaho. The Complex is generally located southwest of the intersection of U.S. Highway 20/26 (W. Chinden Boulevard) and Ten Mile Road and is legally described and graphically depicted on Exhibit A (“Complex Site”). The Complex shall cost in excess of FOUR MILLION DOLLARS (\$4,000,000) to construct and shall be a “retail complex” as that term is used and defined pursuant to the statutory provisions of the Sales Tax Anticipation Revenue Act, codified in Idaho Code Sections 63-3641 and 63-3638(12), as it exists on the date of this Agreement (“STAR Act”).

B. Developer further intends in connection with the build-out of the Complex to construct and install certain approved transportation improvements in accordance with approved plans (the “Improvements”) within the existing and planned public right-of-way adjacent to or near the Complex (“Improvements Site”) all as described and generally depicted on Exhibit B. The cost to design, construct, and acquire necessary right-of-way for the Improvements shall be in excess of SIX MILLION DOLLARS (\$6,000,000) and shall be “approved transportation improvements” as that term is used and defined pursuant to the STAR Act.

C. Subject to applicable federal control of interstate highways, ITD has jurisdiction over all state highways within the state of Idaho. ACHD has jurisdiction over all local roads/highways within Ada County. As used in this Agreement, “Applicable Agency” shall refer to either ITD or ACHD, depending on which agency has jurisdiction over the location of the specific Improvements at issue. As used in this Agreement, “Agencies” shall refer to ITD and ACHD collectively, and “Agency” shall refer to either ITD or ACHD.

D. ACHD is in the process of designing, and has designated in its 2018-2022 Integrated Five-Year Work Plan, the Improvements along Ten Mile Road identified in Exhibit B

(“Ten Mile Improvements”). Developer will design, with ITD’s and ACHD’s approval, the Improvements along Chinden Boulevard identified in Exhibit B (“Chinden Improvements”), subject to the terms and conditions herein.

E. The Agencies will acquire the necessary right-of-way and Developer will construct the Improvements subject to the terms and conditions herein. Developer intends to construct the Improvements in two phases—“Phase 1 Improvements” and “Phase 2 Improvements” (each as identified in Exhibit B). The Agencies will independently determine how best to proceed with their respective right-of-way acquisitions for the two phases. The Parties believe that the phased construction of the Improvements is desirable to mitigate the Complex’s impacts to the transportation system; to provide safe, adequate and efficient access to the Complex; and to improve the transportation system in the vicinity of the Complex. Construction of Improvements at the Improvements Site is referred to herein as the “Project.” The Parties agree that the Project is in the public interest.

F. The Parties acknowledge that Developer will seek sales tax rebates from the Idaho State Tax Commission (“Tax Commission”) for the Project to recoup Developer’s eligible costs pursuant to the STAR Act and that the Agencies shall reasonably cooperate and provide any available information to assist Developer in obtaining such rebates. The Parties acknowledge that any and all risk associated with STAR reimbursement lies solely with Developer, and that Agencies make no representation or assurance that Developer’s claimed costs will be deemed eligible in whole or in part.

G. The Parties desire by this Agreement to set forth certain terms and conditions regarding Developer’s work on the Project, ITD’s and ACHD’s participation and oversight of the Project, and Developer’s receipt of sales tax rebates to recoup eligible costs for the Project, which all shall be in accordance with the provisions of this Agreement and in accordance with applicable laws, rules, regulations and specifications, including without limitation the STAR Act. This Agreement among Developer, ITD, the ITD Board and ACHD is only intended to fully comply with the requirements of the STAR Act (including Idaho Code Section 63-3641(2)(a)) to facilitate Developer’s efforts to obtain rebates of sales tax as contemplated by the STAR Act.

H. The parties are authorized to enter into this Agreement pursuant to the STAR Act, as well as other Idaho law including, but not limited to, Title 40 of Idaho Code (including without limitation Idaho Code Sections 40-309, 40-310, and 40-317 and 40-604).

NOW, THEREFORE, for and in consideration of the above recitals, mutual covenants and consideration in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**SECTION 1.**  
**GENERAL OBLIGATIONS**

- 1.1 Construction of Improvements. Subject to the terms and conditions in this Agreement, ACHD shall design the Ten Mile Improvements; and Developer shall design the Chinden Improvements, subject to ITD’s and ACHD’s approval; each Agency shall

acquire the necessary right-of-way for the Project; and Developer shall construct the Improvements generally in accordance with the phasing plan set forth in Exhibit B.

- 1.1.1 Developer shall commence construction of the Phase 1 Chinden Improvements and the Ten Mile Improvements by providing the required surety referenced in Section 3.4 below as soon as practicable after the following events have occurred:
- (i) the real estate closing on Developer's purchase of the Complex Site;
  - (ii) the Agencies' approval of final design plans for the Phase 1 Chinden Improvements and approval of the Construction Contract (as defined in Section 3.2 below), which approvals shall not be unreasonably withheld, delayed, or conditioned by the Agencies;
  - (iii) ACHD's completion of final design plans for the Ten Mile Improvements;
  - (iv) ITD's obtaining possession of all right-of-way and easements necessary for construction of the Phase 1 Chinden Improvements as designed (Exhibit D contains a listing of anticipated right-of-way and easements; this listing may be modified to reflect the final design; temporary construction easements only for the convenience of the Contractor will be separately acquired by the Contractor and are not subject to this provision); and
  - (v) ACHD's acquisition of all right-of-way and easements necessary for construction of the Ten Mile Improvements as designed.

Once Phase 1 construction begins, Developer shall diligently prosecute the Phase 1 Improvements until completed. ITD and the Developer understand and agree that a separate ITD Access Permit will be prepared and signed subsequent to the signing of this Agreement, which shall be consistent with the terms and conditions of this Agreement including the specific conditions under which the Project Improvements must be completed or are excused. Nothing herein shall be construed to relieve Developer's obligations to comply and satisfy all the terms and conditions of any ACHD approval, the ITD Access Permit, and all subsequent construction permits required upon final design approval and pursuant to the approved development applications (collectively, "Approvals") except as otherwise provided in Section 1.2 below. Further, nothing herein shall be construed to constitute a waiver of Developer's rights to challenge or to seek modifications of any of the Approvals.

- 1.1.2 The Parties understand that Phase 1 will be Substantially Complete (as defined in Section 4.5.1 below) prior to issuance of the certificate of occupancy for any facilities within the Complex.
- 1.1.3 Developer will diligently work with the Agencies on design plans for the Phase 2 Chinden Improvements so that Preliminary Design Plans are submitted within six (6) months and Final Design Plans are submitted within twelve (12) months after the Costco store opening at the Complex. Developer shall commence construction of the Phase 2 Improvements by providing the required surety referenced within

Section 3.4 below within two (2) years of the following being met: (i) completion of and acceptance by the Agencies of the Phase 1 Improvements; (ii) the Costco store opening at the Complex; (iii) the Agencies' approval of final design plans and the Construction Contract for the Phase 2 Improvements, which approvals shall not be unreasonably withheld, delayed or conditioned; and (iv) ITD's obtaining possession of the necessary Phase 2 right-of-way (as referenced in Exhibit D). Once Phase 2 construction begins, Developer shall diligently prosecute the Phase 2 Improvements until completed.

1.1.4 If the respective right-of-way for each phase as specified in Exhibit D or required by the Agencies is not available for Construction of Improvements within two (2) years of right-of-way plan approval for each phase, then Developer shall be excused from its obligations under this Agreement to proceed with the Project and to construct such Improvements.

1.2 Construction of Improvements by Others. Developer shall have no obligation to construct any Improvements or to otherwise be responsible for or to provide reimbursement therefore, if any other person or entity constructs such Improvements prior to the accrual of Developer's obligation to do so under this Agreement, except to the extent that Developer has expressly assumed such obligation by agreement with such other person or entity. Further, Developer's agreement to construct certain Improvements pursuant to this Agreement shall not relieve any other person or non-governmental entity of its obligation to install any improvements that such person or non-governmental entity may otherwise have and shall not waive any right Developer may have to reimbursement. For example, some Improvements may front on property that is not owned by Developer. Should the owner of that property seek to develop that property prior to construction of Improvements on or along that property, then such owner shall not be relieved of its obligations to improve its frontage, and Developer shall have no obligation to improve such frontage or to reimburse the owner for the same.

1.3 Governmental Approvals. Developer shall be responsible for obtaining all governmental approvals required for the Project; ITD and ACHD shall cooperate with and assist Developer with the Project in a timely manner. The Parties recognize that federal approvals for the Project, if any, are beyond the Agencies and Developer's control, but, nonetheless, ITD and ACHD shall cooperate with Developer in obtaining the same. ITD represents that it shall take the appropriate legal steps to cause the Improvements to be included on the Idaho Transportation Investment Program in a timely manner. Each Agency represents that it has taken all necessary actions as required by applicable law for such Agency to enter into this Agreement. Nothing in this Agreement is intended to relieve Developer of any other obligation it may have with respect to development and construction of the Complex; nor does this Agreement intend to control such other obligations regarding development and construction of the Complex, and, as such, any failure by Developer to comply with such other obligations may not be deemed to constitute a breach of this Agreement.

- 1.4 Regulations. All work on the Project shall be performed in accordance with applicable laws, ordinances, regulations, policies, procedures, and guidelines for state and local highways respectively.
- 1.5 Access to Information by ITD and ACHD. Developer shall submit to ITD, within ITD's Projectwise environment, all non-confidential designs, plans, specifications, reports, data and other materials (both electronic and hard copy) produced by Developer and its agents and contractors under this Agreement. Developer shall provide ACHD with access to all non-confidential designs, plans, specifications, reports, data and other materials (both electronic and hard copy) produced by Developer and its agents and contractors under this Agreement, as may be reasonably requested from time to time by ACHD.
- 1.6 Environmental Matters. In addition to Developer's other obligations set forth herein, Developer shall be responsible for complying with all federal, state, and local environmental regulations applicable to the Project; provided, however, (1) Developer shall not be liable for any claims arising or resulting from any right-of-way not acquired from Developer that is currently owned by the Agencies or acquired from third parties, and (2) to the extent the necessity for investigation or remediation of pre-existing environmental conditions in, on, or under or about any property or right-of-way prevents Developer from construction of the Improvements, Developer shall be excused from performance under this Agreement until such time as such investigation, remediation or both is completed. Nothing herein shall excuse Developer of any requirements imposed under the Approvals or the development approvals for the Complex.
- 1.7 Rights-of-Way Acquisition and Dedication. The various properties that are necessary or anticipated to be necessary for right-of-way for the Chinden Improvements are identified in Exhibit D (Exhibit D may not include any right-of-way that may be added or changed by the final design approval; Exhibit D does not identify right-of-way necessary for the Ten Mile Improvements, which ACHD will identify and acquire). The Parties agree to fully cooperate so as to acquire Project right-of-way. To the extent Developer owns or in the future acquires any identified right-of-way for the Project, Developer shall convey or cause such to be conveyed to ITD or ACHD, by easement, deed or dedication, as necessary as determined by the Applicable Agency. Any such right-of-way conveyance shall only be subject to those encumbrances previously approved by the Applicable Agency. Developer will provide a Level 1 Environmental Site Assessment to ITD for any right-of-way owned and conveyed by Developer to ITD. Both the completed Improvements and the land occupied by the completed Improvements shall be publicly owned and maintained by the Applicable Agency upon completion of the Improvements and/or Project and acceptance by the Applicable Agency in accordance with any applicable law, rule or regulation.
- 1.7.1 Right-of-Way for Chinden Phase 1 Improvements. Apart from that right-of-way owned by Developer, if any, ITD shall obtain possession of all right-of-way, easements or other property rights necessary for construction of the Phase 1 Chinden Improvements, including any right-of-way along ACHD roadways

necessary for construction of intersections on Chinden, including by commencing legal possession and/or commencing the condemnation process for all rights-of-way, easements or other property rights, if necessary, as expeditiously as reasonably possible, and at least by fourteen (14) months after Right-of-Way Plans for the Chinden Phase 1 Improvements are approved by ITD. Developer will work with ITD to determine right-of-way needs north and south of US 20/26 (Chinden Boulevard) between Treefarm Way to SH-16 to meet ITD's US 20/26 corridor plan. Developer agrees to fully compensate ITD for all right-of-way acquisition costs for the Project, and Developer may then pursue STAR reimbursement for such amounts paid to ITD. Developer and ITD agree that ITD will proceed to acquire the necessary right-of-way for Phase 2 Chinden Improvements on a diligent and good faith basis, but that no right-of-way acquisition deadlines are intended or implied as against ITD for Phase 2 Improvements. If Developer faces time-critical deadlines for right-of-way acquisition, Developer may independently pursue right-of-way acquisition by whatever means it deems appropriate. If Developer does pursue right-of-way, any acquired property will be conveyed to ITD as indicated in Section 1.7. Developer understands and agrees that it will be responsible for providing the following documents to ITD prior to ITD commencing acquisition on any parcels. Developer shall refer to ITD's Right-of-Way Manual for guidance. The following documents may be submitted by Phase:

- (1) Right-of-Way Plans as approved by ITD (includes Total Ownership Map);
- (2) Legal Descriptions of proposed acquisitions (stamped by surveyor);
- (3) Ownership Data Sheet (Developer will complete ITD form: ITD-2009);
- (4) Cost Estimate (Developer will complete ITD form: ITD-2839); and
- (5) Title Commitments, including copies of all exception documents, vesting deeds, tax information, and plat map.

ITD shall provide the following documents for any right-of-way acquisition pursued by Developer:

- (1) Access Determination form (ITD-0606); and
- (2) Environmental Clearance (ITD will provide the necessary environmental re-evaluation).

- 1.7.2 Right-of-Way for Ten Mile Improvements. Apart from that right-of-way owned by Developer, if any, ACHD shall acquire all right-of-way, easements or other property rights necessary for construction of the Ten Mile Improvements including by commencing legal possession and/or condemnation proceedings if necessary, as expeditiously as reasonably possible and at least by September 30, 2019. To the extent owned by Developer prior to construction of the Ten Mile Improvements, Developer shall convey or cause to be conveyed to ACHD, by easement, deed or dedication, as necessary as determined by the Applicable Agency, such ownership

or easement rights for all land within the Improvements Site necessary for that phase of the Project, subject to only those encumbrances previously approved by ACHD. ACHD shall only accept the conveyance if Developer satisfies all of ACHD's rules and regulations relating to the acceptance of right-of-way, including but not limited to, the investigation or remediation of any pre-existing environmental conditions of the property to be conveyed.

- 1.7.3 Reimbursement for Incomplete Project. In the event sufficient right-of-way is not obtained to complete the Project, or phase thereof, prior to the date set forth in Section 1.1.4 herein, and Developer has paid an Agency for partial right-of-way acquisition or other costs pursuant to this Agreement that have not been repaid to Developer, the Agency will reimburse Developer for such payments at such time as the Agency constructs, or accepts construction by others, of the Improvements within such phase(s) of the Project.
- 1.8 Utilities. Developer will identify, locate and determine conflicts between the Chinden Improvements and existing utilities. Developer will create a set of utility plans as characterized by ITD's Roadway Design Manual and the Guide for Utility Management and ACHD's utility regulations and standards to map relocations and/or adjustments. Developer will prepare utility agreements per the ITD Guide for Utility Management including coordination with utilities during Project design. ITD shall pursue execution of utility agreements and/or waivers, as necessary.
- 1.9 Traffic Signals. New traffic signal installations or modifications to existing traffic signals shall be designed to meet ACHD's equipment and design standards. Fiber shall be installed to connect all new or modified traffic signals to ACHD's Traffic Management Center. Existing fiber lines shall be relocated as necessary outside of the roadway.
- 1.10 Financing. Nothing in this Agreement is intended to restrict or limit, nor may it be deemed to imply a restriction or limitation upon the ability of Developer to pursue either public or private financing, or any combination thereof, as determined by Developer in its sole and absolute discretion, subject to applicable law. ACHD and ITD shall not accept the completed Improvements if the Improvements are encumbered by a security interest or any other lien.
  - 1.10.1 Lender Information. ACHD and ITD understand and agree that in order to construct and install the Improvements, Developer may need to obtain third party lender financing and that such lender(s) may require certain confirmations and assurances regarding this Agreement. ACHD and ITD agree to cooperate in providing confirmation and assurance and other reasonable information necessary to accommodate Developer's financing, such as customary certificates stating whether or not the Agreement is still in full force and effect, or whether or not the Agencies are aware of any uncured default by Developer at that time. Developer understands and agrees that ACHD and ITD will not incur any liability associated with this Agreement or Developer's financing.

1.11 Developer to Pay Agencies' Project Related Expenses. Developer understands and agrees that each Agency is entitled to recoup all eligible expenses incurred by the Agency for the design, right-of-way, permitting and administering the Project; further, Developer understands and agrees that it will be responsible for the following expenses incurred by the Agency, which the Parties agree are reimbursable Project Costs pursuant to the STAR Act:

- (1) Agency staff time to review and/or respond to any traffic, transportation, impact or similar engineering studies;
- (2) Agency staff time to review and/or respond to any Project construction plan sheets or associated documentation;
- (3) Agency staff time to review and/or respond to any appraisal or related documentation;
- (4) Agency incurred appraisal fees including hiring external appraisers if required to establish the value of property so as to address new, additional, modification in design or use, or the relocation of approaches or other encroachments;
- (5) Agency incurred acquisition, negotiation and closing fees to determine compensation of the property owner and process final paperwork;
- (6) Agency incurred condemnation fees to pursue condemnation actions or legal possession actions;
- (7) Agency incurred closing fees;
- (8) Agency staff inspection fees to monitor and accept work, including follow up or additional inspections if necessary (as applicable, such fees will include a loaded payroll rate, vehicle rental cost, subsistence, and other expenses incurred);
- (9) Agency staff time executing utility agreements and/or waivers;
- (10) Subject to Developer's prior approval, which shall not be unreasonably withheld, Agency costs associated with the construction of highway modifications or improvements including but not limited to signals, illumination, signs, pavement markings, delineation, guardrail, and culverts;
- (11) Subject to Developer's prior approval, which shall not be unreasonably withheld, Agency costs associated with changes or adjustments to highway features or fixtures;
- (12) Agency expenses related to copying or printing highway plans, permits or related documents; and
- (13) ACHD's expenses for design and right-of-way associated with the Ten Mile Improvements.

## SECTION 2. DESIGN OF THE PROJECT

2.1 Project Manager. Developer shall designate a project manager to act as a general manager for the Project ("Project Manager"). Developer shall ensure the Project Manager carries out each of Developer's obligations for the Project required by this Agreement. Developer may select a Project Manager of its choosing, subject to the approval of ITD and ACHD, such approval not to be unreasonably withheld, conditioned or delayed. The Project Manager, or a representative thereof as designated

by Developer from time to time, shall serve as the point of contact between ITD and Developer, and between ACHD and Developer, during the Project.

2.2 Project Design. Developer and/or the Project Manager shall be responsible for the design by design professionals of the Chinden Improvements. Developer agrees that it will at all times diligently pursue such design in good faith, including reasonable efforts to promptly submit preliminary and final project plans. The design must be in accordance with all applicable laws and regulations and the terms of this Agreement and Approvals. Further, in accordance with Idaho Code § 40-502, the Chinden Improvements will conform with ITD's and ACHD's standards so as to include sidewalks, curbs, gutters, and areas available for parking and bus stops, except where the Applicable Agency has approved an alternate design. The Chinden Improvements shall be designed in accordance with the current AASHTO Policy of Geometric Highway Design and ITD Roadway Design manual. The design will in all ways conform with the access requirements specified by the Americans with Disabilities Act ("ADA"). Developer shall be responsible for curing any failure of the Chinden Improvements to comply with the ADA. ACHD shall be responsible for the design of the Ten Mile Improvements in accordance with ACHD's standards, the Approvals, and applicable laws. ACHD shall complete design of the Ten Mile Improvements by October 31, 2018. ACHD shall provide Developer an opportunity to review ACHD's plans to confirm they conform to Developer's needs in accordance with the Approvals.

2.3 Project Plans. ACHD shall prepare all necessary plans for construction of the Ten Mile Improvements. Developer has or shall submit the following documents, hereinafter referred to as the "Preliminary Project Plans," to ITD for the Chinden Improvements, and ITD will obtain ACHD's approval of intersections with ACHD roadways:

2.3.1 Concept report;

2.3.2 Design study report, traffic impact analysis, and request for location/design approval;

2.3.3 Pavement determination; materials reports and hazardous waste assessment, if necessary;

2.3.4 Original plan sheets in 22" x 34", or 11" x 17" based on jurisdiction requirements, special provisions and contract proposal ready for contract advertisement submittal. Plan sheets shall be on mylar and stamped by a professional engineer licensed in Idaho;

2.3.5 Electronic design files of the completed Project plan sheets in Microstation xxxx.dgn format (plans can be prepared in Civil3D and converted to Microstation);

2.3.6 A copy of the Notice of Intent filed with the U.S. Environmental Protection Agency to comply with storm water regulations;

2.3.7 Proposed schedule for construction;

- 2.3.8 Traffic control and phasing plans;
- 2.3.9 Proposed date for Substantial Completion (as defined in Section 4.5 below);
- 2.3.10 Survey plans depicting a centerline with all found or set monuments with state plan coordinates and origin of database; and
- 2.3.11 Place new right of way markers and record of survey.
- 2.4 Engineer's Estimate. To assist the parties in their considerations under this Agreement, Developer shall obtain an estimate of the Project Costs (as defined in Section 5.1 below) within the Preliminary Project Plans for the Project from an engineer licensed under the laws of the state of Idaho and approved by ITD and ACHD, such approval not to be unreasonably withheld, conditioned or delayed.
- 2.5 Review and Approvals by ITD and ACHD. If not already designated, then as soon as practicable upon the request of Developer, each of ITD and ACHD shall designate a resident engineer and such other personnel as it deems necessary and appropriate to promptly inspect, review and/or approve such aspects of the Project as are required in connection with this Agreement, including without limitation inspection, review and/or approval of:
- (i) The selection of a Project Manager;
  - (ii) The selection of an Engineer;
  - (iii) The Preliminary Project Plans (formal approval needed by ITD only; however ITD's approval will entail comment and consent from ACHD for intersections with ACHD roadways);
  - (iv) The Final Project Plans (formal approval needed by ITD only; however ITD's approval will entail comment and consent from ACHD for intersections with ACHD roadways);
  - (v) The form of the Construction Contract (including specifications); and
  - (vi) Installation of the Improvements in accordance with applicable laws and regulations.
- ITD and ACHD each agrees that it will use its reasonable efforts to expedite all inspections, reviews and/or approvals required of that Agency under this Agreement.
- 2.6 Reimbursement of Agencies' Expenses. ITD and ACHD, each shall agree to provide monthly summary of expenses incurred on the part of the project for eligible expenses as outlined above and be reimbursed by Developer for such no later than thirty (30) days after billing, provided that ACHD will not invoice Developer for Project Costs associated with the Ten Mile Improvements until thirty (30) days after Substantial

Completion of the Ten Mile Improvements. Developer shall provide an appropriate method of expense summary submittal, which may include a designated recipient.

- 2.7 Review of Preliminary Project Plans. ITD and ACHD shall review the Preliminary Project Plans and, in a reasonable exercise of its discretion, approve the same, reject the same, or request modifications or additional information. Any rejection or disapproval shall include a clear and concise description of that which needs to be modified in order for the plans to be approved. Each Agency agrees that it will use its reasonable efforts to expedite all inspections, reviews and/or approvals required by the Agency under this Agreement.
- 2.8 Final Project Plans. Following approval of the Preliminary Project Plans and prior to any commencement of construction, the Parties shall each acknowledge in writing the final, approved plans for the Project (“Final Project Plans”). Following the Parties’ written acknowledgment of the Final Project Plans, Developer shall deliver to the Applicable Agency: (i) three (3) sets of the Final Project Plans and (ii) such other related information as is reasonably requested by that Agency.

### **SECTION 3.** **CONSTRUCTION CONTRACT**

- 3.1 Soliciting Bids. In accordance with the STAR Act, Developer, not a public agency, will perform and fund the approved Improvements on public streets and highways as a private construction project. Although not subject to public bidding requirements, after Agency approval of the Final Project Plans, Developer shall select the contractor(s) (with the contractor hereby being designated as “Contractor” for purposes of this Agreement) for construction of the Project through a fair and competitive bidding process. Developer shall solicit a minimum of three (3) bids from qualified contractors or, if available, from a list of pre-qualified contractors provided by the Agencies for construction of the Project. ITD and ACHD shall review and approve the bid amount prior to Developer awarding the contract(s) to the selected contractor(s).
- 3.2 Construction Contract Provisions. The contract for the Project between Developer and the Contractor (“Construction Contract”) shall include, at a minimum, the following provisions:
  - 3.2.1 A requirement that the Contractor provide payment and performance bonds required by the Public Contracts Bond Act of Idaho Code Chapter 19, Title 54, naming the Applicable Agency as an additional beneficiary;
  - 3.2.2 A requirement that the Contractor and all subcontractors be licensed public works contractors as required by Idaho Code Chapter 19, Title 54;
  - 3.2.3 A requirement that Substantial Completion of the the Project occur no later than the date specified in the Final Project Plans unless an extension is either approved in writing by the Contractor and Applicable Agency or necessitated by, and equal in length to the delay caused by: strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental

authorities to grant necessary permits and approvals for the construction of the Project (Contractor agreeing to use reasonable diligence to procure the same), other causes other than financial beyond Contractor's reasonable control, or delays caused by ITD or ACHD;

- 3.2.4 A requirement that the Contractor maintain liability insurance insuring against bodily injury or death with limits of not less than Two Million Dollars (\$2,000,000) per person and per occurrence, and property damage with a limit of One Million Dollars (\$1,000,000) per occurrence, naming Developer, ITD and ACHD as additional insureds;
  - 3.2.5 A provision that the Contractor shall indemnify Developer, ITD and ACHD from any and all claims by third persons arising out of the performance of the Construction Contract except to the extent the claim arises from the willful or negligent act or omission of Developer, ITD, or ACHD or their agents, contractors or employees;
  - 3.2.6 A provision that the Contractor shall obtain the Environmental Protection Agency (EPA) Construction General Permit (CGP) and that the Contractor shall file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement of construction, and that the Contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by ITD and/or ACHD. Authorization for the Contractor to file the NOT will be granted by ITD and/or ACHD when the area subject to the CGP has achieved final stabilization as defined in the CGP. ITD and/or ACHD will provide applicable assistance as necessary with the CGP application; however, the Agencies do not assume any additional liability for stormwater violations on property outside of their respective jurisdictions;
  - 3.2.7 At least a three (3) year warranty on the work and materials of the Project, with such warranty assignable to the Applicable Agency; and
  - 3.2.8 The Agencies will be given the opportunity to review and approve all materials certifications prior to Developer's acceptance and payment for incorporated materials.
- 3.3 Conditions Precedent to Execution of Construction Contract. The following conditions shall be satisfied prior to execution of the Construction Contract:
- 3.3.1 The Applicable Agency shall review and approve the Construction Contract for compliance with this Agreement, such approval not to be unreasonably withheld, conditioned or delayed. In the event the Construction Contract does not comply with this Agreement, the Applicable Agency may, in a reasonable exercise of its discretion, request modifications or additional provisions to the Construction Contract.

- 3.3.2 With the exception of temporary construction easements only desired by the Contractor for its convenience during construction, all necessary rights-of-way ownership and easement rights for the applicable phase of the Project (referenced in Exhibit D or as updated by final design approval), have been conveyed and accepted for the Improvements at issue in the Construction Contract. The Agencies are responsible for obtaining all right-of-way and easements necessary to construct the project, provided that the Contractor will be responsible for obtaining any temporary construction easements that it desires only for its convenience during construction.
- 3.4 Letter of Credit or Cash Deposit or Performance Bond. In addition to the bonding requirements applicable to the Contractor pursuant to Section 3.2.1 *supra*, Developer shall deliver to each Agency an irrevocable and unconditional letter of credit in favor of the Agency in an amount equal to one hundred and ten percent (110%) of the total of the contract price of the Project Costs. The letter of credit shall be issued by either a national bank with a branch in Ada County, Idaho or another financial institution acceptable to the Agency. In lieu of a letter of credit, Developer may provide a cash deposit in the same amount, or pledge other security acceptable to the Agency of equal value, or deliver a performance bond in an amount equal to one hundred and ten percent (110%) of the Construction Contract price. If a bond is used, such shall comply with (a) the requirements of the Public Contracts Bond Act of Idaho Code Chapter 19, Title 54; (b) the specific provisions discussed in applicable Agency regulations; and (c) any other reasonable project-specific requirements specified by the Agency. Each bond or other surety shall be obtained and be in effect at the time Developer's obligations to construct accrue. When all Developer's contractors for the Project have been paid and the Agency has issued its certificate of completion of the Project, such assurance shall be released to Developer. Developer may request a reduction in the amount of financial assurance as portions of the Project are fully completed, which requests shall not be unreasonably denied or delayed.
- 3.5 Copy of Construction Contract. Developer shall provide ITD and ACHD with a copy of the executed Construction Contract.

**SECTION 4.**  
**CONSTRUCTION AND COMPLETION OF THE PROJECT**

- 4.1 Permits and Fees. Prior to commencement of construction of the Project, Developer shall require that the Contractor (i) has obtained all applicable permits to work in the right-of-way and (ii) has paid all applicable fees for such permits. Subject to the limitations in Section 1.7 and as specified in Exhibit D, any other rights-of-way, access easements, construction easements, possession agreements on required right-of-way, and/or permits or licenses required for the Project must be acquired as needed prior to commencement of construction.
- 4.2 Manner of Construction. Developer shall provide for construction of the Project in compliance with the Construction Contract and shall require that Contractor diligently and continuously prosecute such construction to completion.

- 4.3 Change Orders to Contract. Developer shall obtain the written approval of the Applicable Agency before approving any change order in the Construction Contract. Approval from the Applicable Agency for a change order shall not be unreasonably withheld, conditioned or delayed. The Applicable Agency agrees to reasonably cooperate and use reasonable efforts to expedite its review and approval after its receipt of a request for approval; lack of Agency response to a change order request within five (5) business days shall be deemed to be Agency approval of the request.
- 4.4 Inspections. Inspecting and testing shall be accomplished as required by and in accordance with the customary standards of the Applicable Agency and shall be timely performed by the resident engineer or other personnel designated pursuant to Section 2.5. The Agencies may agree to coordinate and/or delegate inspection obligations between the Agencies as they determine appropriate. Inspections will include the opportunity to review and approve all materials certifications prior to Developer's acceptance and payment for incorporated materials; the Agencies' approval will not be unreasonably withheld, conditioned or delayed.
- 4.5 Notice of Substantial Completion and Certificate of Completion.
- 4.5.1 For purposes of this Agreement, the terms "Substantially Complete" or "Substantial Completion" have the same meaning as set forth in the following: construction of the Project shall be considered to be substantially complete when construction traffic control has been removed and when it can be safely used by the public for its intended purpose despite the fact that some item or items remain uncompleted.
- 4.5.2 Upon Substantial Completion of the construction of the Project, Developer shall furnish to ITD and ACHD the Project Manager's written certification that the Project is Substantially Complete in accordance with the Final Project Plans.
- 4.5.3 Each of ITD and ACHD shall acknowledge in writing its acceptance of Substantial Completion and issue a notice in recordable form stating that the Project is Substantially Complete ("Notice of Substantial Completion") within fifteen (15) days after the later of (i) delivery of the Project Manager's certification of Substantial Completion to the Agency or (ii) remediation of any non-conforming matters.
- 4.5.4 Within fifteen (15) days after delivery to the Agency of the Project Manager's certification of Substantial Completion, ITD and ACHD shall deliver to Developer a punch list of items left to be completed or corrected that does not affect Substantial Completion but are needed to achieve final completion. Developer and Contractor shall diligently complete the work remaining on the punch list and complete all items within forty-five (45) days. Upon completion of all punch list items, the Applicable Agency shall issue a certification in recordable form stating that the Project is finally complete ("Certificate of Completion").

- 4.5.5 Upon issuance of the Notice of Substantial Completion, Developer shall within forty-five (45) days deliver to ITD and ACHD drawings for the Project, as-built, in both a reproducible printed format on mylar and in electronic files.
- 4.6 Rights-of-Way. Upon issuance of the Notice of Substantial Completion, any rights-of-way that may have been dedicated or conveyed by Developer as part of the Project shall be accepted by the Applicable Agency, as provided in Section 1.7, subject only to those encumbrances previously approved in writing by the Applicable Agency.
- 4.7 Warranty. Upon issuance of the Notice of Substantial Completion, Developer shall complete all paperwork necessary to assign to the Applicable Agency the Contractor's warranty of the work and materials.
- 4.8 Representations and Warranties. Developer represents and warrants that upon completion of the Project, the Project shall be free and clear of all liens and encumbrances created or allowed by Developer or its contractors or agents.

**SECTION 5.**  
**PAYMENT AND REBATES OF PROJECT COSTS**

- 5.1 Definition of Project Costs. No costs incurred by Developer on or before June 19, 2017 shall be considered "Project Costs" or subject to rebate. Subject to that limitation, and for the purposes of this Agreement, the term "Project Costs" means and includes any and all costs directly associated with the Project within the meaning of the STAR Act including such costs incurred prior to the date of this Agreement but after June 19, 2017. Subject to the conditions of Section 5, ITD and ACHD each agree to certify to the Tax Commission all reasonable and legitimate Project Costs falling within these categories: all preliminary planning, design, construction, installation, testing, and inspection costs; any compensation for the Contractor and the Project Manager or other management costs incurred by Developer; all costs of governmental approvals; all costs of public notice and public hearings related to the Project; any negotiated fee or other charges imposed by governmental entities for the time spent by their employees in connection with the implementation of the Project; costs reimbursed to the Agencies pursuant to Section 1.11 of this Agreement; costs of acquisition, design, construction and installation of the Improvements; financing and carrying costs during construction or installation until repayment, including capitalized debt service or repair and replacement or other appropriate reserves, provided that interest on internal financing or carrying costs associated with Project Costs shall be five and 95/100 percent (5.95%); the fair market value of right-of-way provided; the actual cost of right-of-way acquired, and other real property acquisition costs; professional service costs, including those costs incurred for architectural, planning, engineering, consulting and legal advice and services; direct administrative costs; and all other costs directly associated with the Project. For illustrative purposes only, a sample budget outlining the categories and magnitudes of expenses expected for the Project is included as Exhibit C. Notwithstanding the foregoing, ITD and ACHD make no representations or guaranties to Developer that any of the foregoing Project Costs are recoverable under the STAR Act. Further, the Parties agree that the Agencies cannot consider the

reasonableness of any costs unless and until such costs are incurred and reimbursement is requested.

- 5.2 Payment of Project Costs. Developer shall have the responsibility to pay all Project Costs associated with Developer's construction of Improvements; however, this Agreement is not intended to be a waiver of any right Developer may have to reimbursement pursuant to the STAR Act or pursuant to any Agreement with a third party. Developer shall have no responsibility to pay Project Costs associated with any Improvements constructed by third parties, except to the extent that Developer has expressly assumed such obligation by agreement with such third party, as discussed in Section 1.2. The Agencies shall have no responsibility to pay any Project Costs or any liability associated with the Project, except that ACHD shall reimburse Developer for any impact fee eligible Project Costs for the Ten Mile Improvements paid by Developer if Developer is not otherwise reimbursed pursuant to the STAR Act.
- 5.3 Rebates of Project Costs. The parties expressly intend and acknowledge that Developer may apply for and be eligible to receive rebates for all Project Costs pursuant to the STAR Act. The sole exceptions shall be that Developer shall have no right to a rebate for Project Costs for which Developer receives (i) impact fee credits or reimbursement from ACHD, (ii) reimbursement from other property owners or developers or (iii) any other costs that are not reasonable or legitimate for the Project. The Agencies acknowledge that Developer may submit multiple requests for rebate, in accordance with the STAR Act, and the Agencies agree that the Agencies will not refuse to certify reasonable and legitimate Project Costs, provided the request complies with the STAR Act. The parties acknowledge that any and all risk associated with STAR reimbursement lies solely with Developer, and that Agencies make no representation or assurance that Developer's claimed costs will be deemed eligible in whole or in part. Developer understands and agrees that rebates for incorporated materials will not be processed unless and until materials certifications have been reviewed and approved by the Applicable Agency.
- 5.4 Documentation/Audit. In taking action on Developer's request for any attestation, verification and other documentation or information required from ITD or ACHD under the STAR Act, including with respect to Project Costs, ITD and ACHD shall be entitled to rely on the accuracy and completion of information furnished by Developer; provided, however, that each of ITD and ACHD reserves the right, in its sole discretion, from time to time during the term of this Agreement, but not more frequently than one time per quarter, to cause representatives of the Applicable Agency to examine, review, or audit the books and records of Developer to verify Developer's information submitted to the Agency, and Developer agrees to reasonably cooperate if such right is exercised within fourteen (14) days of the date information is submitted by Developer. In this regard, Developer shall keep full and detailed accounts and exercise such controls as may be reasonably necessary for proper financial management of the Project under this Agreement. Nothing contained herein shall relieve Developer of responsibility to provide accurate, complete and detailed records and other supporting documentation needed to comply with the STAR Act, including any rebates requests. Developer shall certify the accuracy and completeness of supporting documentation

associated with any rebate request. Developer's failure to provide accurate and complete information to ITD or ACHD shall relieve any obligation of the Agencies to certify any such costs until the information is accurate and complete.

- 5.5 ITD and ACHD Cooperation. ITD and ACHD shall cooperate with Developer in obtaining rebates from the Tax Commission pursuant to and in compliance with the requirements of the STAR Act and this Agreement. ITD and ACHD shall promptly provide such attestations, verifications, certifications and other documentation or information provided by the Developer in connection with the Tax Commission's process of verifying rebate eligibility and making rebates, at such times and from time to time as Developer may reasonably request. Additionally, to the extent such meetings or hearings occur and as reasonably requested by Developer, the Agencies shall reasonably cooperate and use reasonable efforts to attend meetings and hearings with the Tax Commission as necessary to assist Developer in obtaining legitimate rebates from the Tax Commission.
- 5.6 No Representations and Warranties by ITD or ACHD. ITD and ACHD make no representations, warranties or guarantees regarding Developer's eligibility for any rebate from the Tax Commission under the STAR Act. Developer assumes all risks and acknowledges that it is solely responsible to ensure its eligibility for rebates under the STAR Act. Developer acknowledges to the Agencies, notwithstanding any other provision of this Agreement, as follows:
- (i) This Agreement does not affect the Approvals or the rules and regulations that Developer must comply with in order to implement the Approvals;
  - (ii) Any future applications or requests to Agencies will be governed by rules and regulations of each of the Agencies in effect at the time of such request;
  - (iii) Concerning the Approvals, the Agencies are not bound by this Agreement to any greater extent than by the Approvals;
  - (iv) Nothing in this Agreement shall be construed to allow Developer any waiver or relief from any of the processes, rules and regulations Developer must follow and comply with to implement the Approvals or to obtain any future approvals from the Agencies;
  - (v) Nothing herein shall be construed to grant any legal entitlement or vest any right to the development of the Complex;
  - (vi) Nothing in this Agreement shall be construed to create any monetary liability against ACHD and ITD for damages; and
  - (vii) Nothing in this Agreement shall be construed to provide any claim or benefit to a third party.

**SECTION 6.**  
**REMEDIES**

- 6.1 Default. No Party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days after receipt of written notice from another Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement (“Notice of Default”), unless such Party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in the Notice of Default. If the cure is not one that is capable of being completed within such thirty (30) day period but is commenced within such thirty (30) day period and is being diligently prosecuted, then there shall be no default. Such additional period shall apply similarly with respect to any Second Notice of Default given pursuant to Section 6.2 below.
- 6.2 Default by Developer. If Developer defaults with regard to commencement or completion of the Project beyond the expiration of any applicable cure period as provided above in Section 6.1, (i) the Applicable Agency is specifically authorized by this Agreement, and at its election, to enforce the performance bond, letter of credit, cash deposit, or other provided surety required by the Approvals and the terms and conditions of this Agreement for the Project, and (ii) the Applicable Agency may exercise any other remedies to which it is entitled pursuant to the Approvals; provided, however, that before the Applicable Agency shall be entitled to exercise any remedy under either subclause (i) or (ii) the Applicable Agency shall be required to give Developer a second notice (the “Second Notice”), which Second Notice shall state, in bold and conspicuous type, that it is a Second Notice, and that if Developer does not cure the default within thirty (30) days after receipt of the Second Notice, that the Applicable Agency shall then be entitled to exercise the remedies under either subclause (i) or (ii).
- 6.3 Default by ITD or ACHD. If ITD or ACHD default in the performance of its obligations under the terms and provisions of this Agreement in the time and manner required herein, Developer shall only be entitled to non-monetary damages remedies, such as specific performance, declaratory relief, and injunctive relief.
- 6.4 Attorneys’ Fees. Should any Party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, the unsuccessful Party in any final judgment or award entered therein shall reimburse the prevailing Party for all reasonable costs, charges and expenses, including reasonable attorneys’ fees expended or incurred by the prevailing Party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

**SECTION 7.**  
**OTHER PROVISIONS**

- 7.1 Notices. All notices, requests, consents, approvals, payments in connection with this Agreement, or communications that any Party desires or is required or permitted to give or make to the other Party under this Agreement shall only be deemed to have

been given, made and delivered, when made or given in writing and personally served, or deposited in the United States mail, certified or registered mail, postage prepaid, or sent by reputable overnight courier (e.g., FedEx) and addressed to the parties as follows:

ITD or ITD Board: Idaho Transportation Department  
Attn: Larry Allen  
3311 W. State Street  
P.O. Box 7129  
Boise, ID 83707-1129

ACHD: Ada County Highway District  
Attn: Gary Inselman  
3775 N. Adams Street  
Garden City, ID 83714-6447

DEVELOPER: Costco Wholesale Corporation  
Attn: Peter Kahn  
999 Lake Drive  
Issaquah, WA 98027

with copy of any  
Notice of Default to: Costco Wholesale Corporation  
Attn: Bruce Coffey  
999 Lake Drive  
Issaquah, WA 98027

and

Givens Pursley LLP  
Attn: Deborah E. Nelson  
601 W. Bannock Street  
Boise, ID 83702

Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected.

- 7.2 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.
- 7.3 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho.
- 7.4 Jurisdiction. The state courts of the State of Idaho shall have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the Parties may

now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The Parties submit to the in personam jurisdiction of the State, to venue in the state courts within the State, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

- 7.5 Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.
- 7.6 Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the Parties with regard to the transaction contemplated herein, and no Party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.
- 7.7 Acknowledgments and Modifications. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by each Party hereto. In the event that all or any part of this Agreement is judicially found or declared to be unenforceable or contrary to applicable law, the Parties agree to modify the terms hereof to the slightest extent possible to cause the Agreement to be enforceable and consistent with applicable law.
- 7.8 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 7.9 Successors and Assigns; Survival. This Agreement may be assigned upon written consent of the Agencies and such consent shall not be unreasonably withheld. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, successors and assigns and shall survive any transfer or assignment by a Party or their heirs, successors or assigns. This Agreement shall remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any Party to enforce the terms and provisions of this Agreement.
- 7.9.1 ACHD and ITD both acknowledge and agree that Developer may assign and/or pledge to Developer's lender(s) the right to receive any rebate distributions in accordance with the terms of this Agreement. Any such assignment or pledge shall not obligate the lender(s) to assume the duties of Developer under this Agreement.
- 7.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.
- 7.11 No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

7.12 Recordation. This Agreement may be recorded in the Ada County Recorders office immediately upon the adoption and execution of the Agreement by all Parties.

7.13 Time is of the essence. Time is of the essence for this Agreement.

[End of text. Signatures and Exhibits A, B, C and D follow.]

**EXHIBITS:**

A – Legal Description and Graphic Depiction of Complex

B – Description of Improvements and Graphic Depiction of Improvements Site

C – Budget for Project Costs (Pro Forma only)

D –ROW and Easement Needs for STAR Improvements

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

ITD:  
IDAHO TRANSPORTATION DEPARTMENT, an executive department of the state of Idaho

---

By:  
Its:

ITD BOARD:  
IDAHO TRANSPORTATION BOARD, a political subdivision of the state of Idaho

---

By:  
Its:

ACHD:  
ADA COUNTY HIGHWAY DISTRICT, a highway district created under the laws of the state of Idaho

---

By:  
Its:

DEVELOPER:  
COSTCO WHOLESALE CORPORATION, a Washington corporation

---

By:  
Its:

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Idaho Transportation Department, a division of the State of Idaho, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the Idaho Transportation Department.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Idaho Department of Transportation Board, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that executed the same in said trust's name.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Ada County Highway District, a division of the State of Idaho, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the Ada County Highway District.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 : ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ for Costco Wholesale Corporation and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description and Graphic Depiction of Complex**



9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

February 27, 2018  
Project No. 17-104  
Costco Wholesale and Fuel Center

**Property Boundary Legal Description**

A parcel of land situated in the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

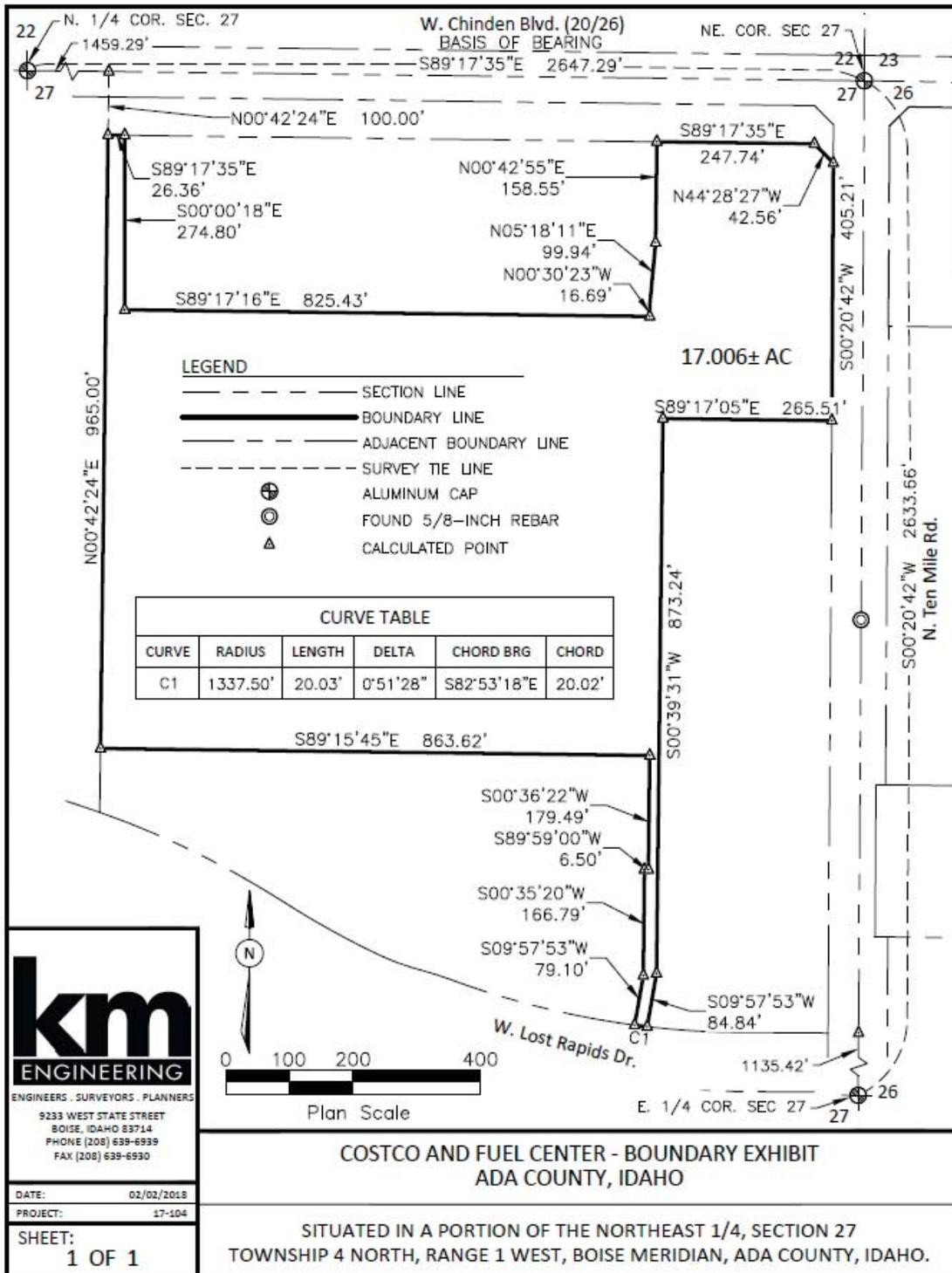
Commencing at a found aluminum cap monument marking the North 1/4 corner of said Section 27, which bears N89°17'35"W a distance of 2,647.29 feet from a found aluminum cap monument marking the Northeast corner of said Section 27, thence following the northerly line of said Northeast 1/4, S89°17'35"E a distance of 1,459.29 feet;  
Thence leaving said northerly line, S00°42'24"W a distance of 100.00 feet to the **POINT OF BEGINNING**.

Thence S89°17'35"E a distance of 26.36 feet;  
Thence S00°00'18"E a distance of 274.80 feet;  
Thence S89°17'16"E a distance of 825.43 feet;  
Thence N00°30'23"W a distance of 16.69 feet;  
Thence N05°18'11"E a distance of 99.94 feet;  
Thence N00°42'55"E a distance of 158.55 feet;  
Thence S89°17'35"E a distance of 247.74 feet;  
Thence S44°28'27"E a distance of 42.56 feet to the westerly right-of-way line of N. Ten Mile Road;  
Thence following said westerly right-of-way line, S00°20'42"W a distance of 405.21 feet;  
Thence leaving said westerly right-of-way line, N89°17'05"W a distance of 265.51 feet;  
Thence S00°39'31"W a distance of 873.24 feet;  
Thence S09°57'53"W a distance of 84.84 feet to the northerly right-of-way line of W. Lost Rapids Drive;  
Thence following said northerly right-of-way line, 20.03 feet along the arc of a circular curve to the right, said curve having a radius of 1,337.50 feet, a delta angle of 00°51'28", a chord bearing of N82°53'18"W and a chord distance of 20.02 feet;  
Thence leaving said northerly right-of-way line, N09°57'53"E a distance of 79.10 feet;  
Thence N00°35'20"E a distance of 166.79 feet;  
Thence N89°59'00"E a distance of 6.50 feet;  
Thence N00°36'22"E a distance of 179.49 feet;  
Thence N89°15'45"W a distance of 863.62 feet;  
Thence N00°42'24"E a distance of 965.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 17.006 acres (740,793 Sq. Ft.), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.



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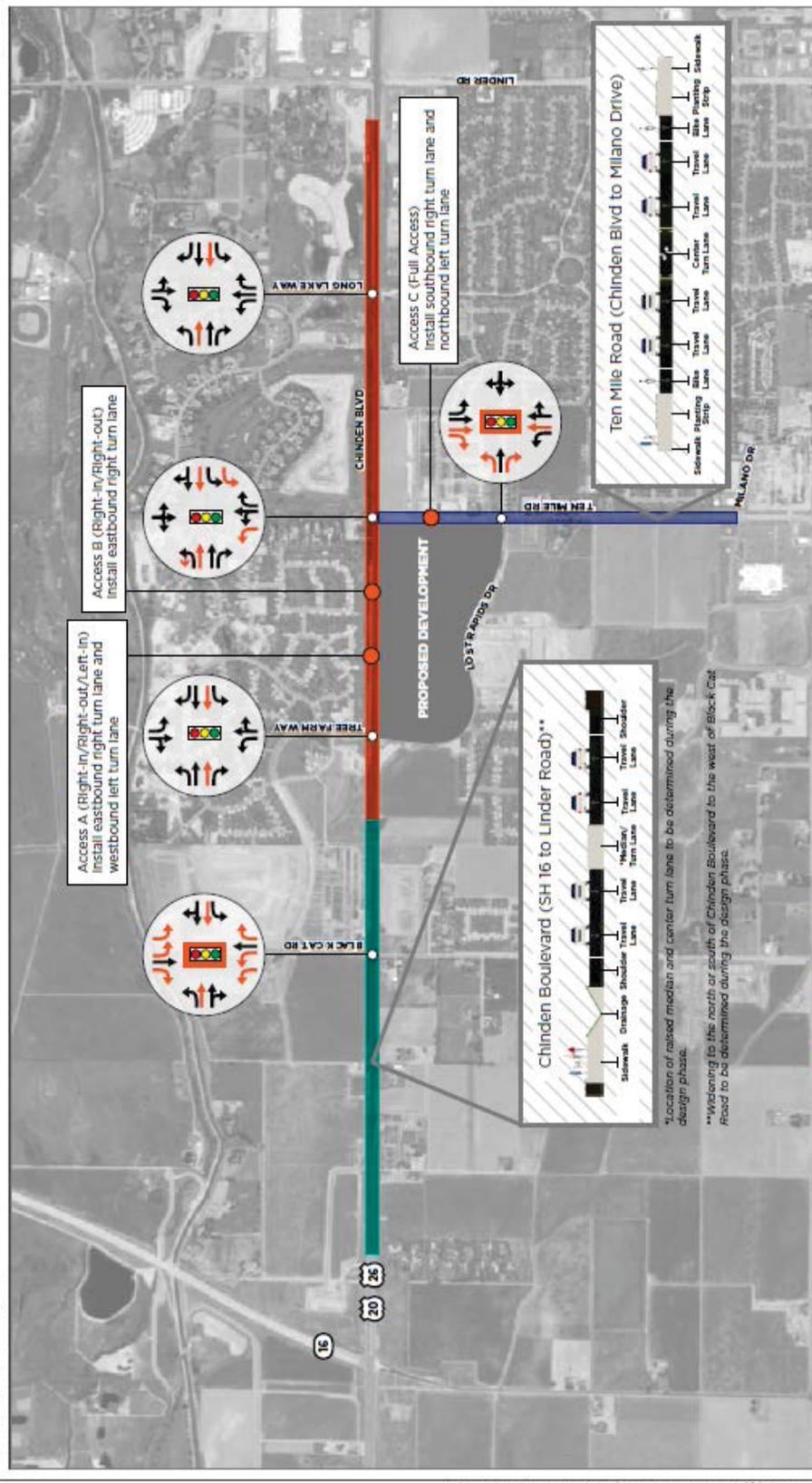
**EXHIBIT B**  
**Description of Improvements and Graphic Depiction of Improvements Site**

**Phase 1 Improvements**

- Expand Chinden Boulevard to five lanes (two through lanes in each direction and a two way left center turn lane) with turn lanes/raised median where necessary between Tree Farm Way and the existing five lane section approximately 700ft to the west of Linder Road (approximately 1.5 miles in length).
  - o Modify three existing traffic signals to accommodate the additional eastbound and westbound through lanes at the Tree Farm Way/Chinden Boulevard, Ten Mile Road/Chinden Boulevard, and Long Lake Way/Chinden Boulevard intersections.
  - o Install a new traffic signal at the Black Cat Road/Chinden Boulevard intersection. Add two northbound left turn lanes, and a second southbound through lane on south leg, and two southbound left turn lanes and a southbound right turn lane on the north leg of Black Cat Road.
  - o Add a second westbound left turn lane, second northbound left turn lane, and eastbound U-turn at the Ten Mile Road/Chinden Boulevard intersection.
  - o Install an eastbound right turn deceleration lane and westbound left-turn deceleration lane at the planned right-in/right-out/left-in driveway on Chinden Boulevard located approximately 1,160 feet to the west of Ten Mile Road.
  - o Install an eastbound right turn lane at the planned right-in/right-out driveway on Chinden Boulevard located approximately 545 feet to the west of Ten Mile Road.
  - o Install other improvements as needed to complete US 20/26 corridor improvements including but not limited to separate sidewalks, landscaping, drainage, noise walls and conduit/fiber installation.
  
- Expand Ten Mile Road to four travel lanes (two through lanes in each direction) with turn lanes/raised median where necessary from Chinden Boulevard to Milano Drive (approximately 0.80 miles in length)
  - o Install a new traffic signal at the Lost Rapids Drive/Ten Mile Road intersection
  - o Add southbound right turn lane at the Lost Rapids Drive/Ten Mile Road intersection
  - o Install a southbound right turn lane and northbound left-turn lane at the planned full access driveway on Ten Mile Road located approximately 660 feet to the north of Lost Rapids Drive.

**Phase 2 Improvements**

- Expand Chinden Boulevard to five lanes (two through lanes in each direction and a two way left center turn lane) with turn lanes/raised median where necessary between Tree Farm Way and the existing five lane section approximately 800ft to the east of State Highway 16 (approximately 1.44 miles in length).
  - o Install other improvements as needed to complete US 20/26 corridor improvements including but not limited to separate sidewalks, landscaping and drainage.



**EXHIBIT C**  
**Example Budget for Project Costs**



9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX

208.639.6930 **Costco / Lost Rapids Development**

**Preliminary Cost Analysis for Phase 1**  
**11/28/2017**

	140' ROW	140' ROW	140' ROW
DESCRIPTION	CON. COST +Contingency*	ROW EST \$4/sf	TOTAL
<b>I. Chinden Boulevard Improvements</b>			
<b>A. Widen Chinden Between Tree Farm and Ten Mile</b>			
1. Widening from Tree Farm to Ten Mile	\$1,476,675		
2. Add Second Westbound left Turn at Ten Mile/Chinden Int.	\$132,851		
3. New Traffic signal Black Cat/Chinden	\$348,700		
4. Traffic Signal Mod. Tree Farm/Chinden	\$183,700		
5. Traffic Signal Modification Ten Mile/Chinden	\$211,200		
<i>I.A. Additional ROW SF</i>		79,200	
<b>A. Widen Chinden Between Tree Farm and Ten Mile</b>	<b>\$2,353,126</b>	<b>\$316,800</b>	<b>\$2,669,926</b>
<b>B. Widen Chinden (Ten Mile to Linder)</b>			
1. Widening from Ten Mile to Long Lake	\$1,336,385		
2. Widening from Long Lake to Linder	\$885,078		
3. Traffic Signal Modification Long Lake	\$183,700		
<i>I.B. Additional ROW SF</i>		141,900	
<b>B. Widen Chinden (Ten Mile to Linder)</b>	<b>\$2,405,163</b>	<b>\$567,600</b>	<b>\$2,972,763</b>
<b>C. Install Eastbound Right Turn Lanes for Site Accesses from Chinden</b>			
	\$329,463		\$329,463
<b>I. Chinden Boulevard Improvements</b>	<b>\$5,087,752</b>	<b>\$884,400</b>	<b>\$5,972,152</b>
<i>Subtotal I. Additional ROW SF</i>		221,100	

ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS



208.639.6930 **Costco / Lost Rapids Development**

**Preliminary Cost Analysis for Phase 1**

11/28/2017

	140' ROW	140' ROW	140' ROW
DESCRIPTION	CON. COST +Contingency*	ROW EST \$/sf	TOTAL
<b>II. Ten Mile Road Improvements</b>			
<b>A. Widen Ten Mile to 5 Lanes (Chinden to Lost Rapids)</b>			
1. Widening from Chinden to Lost Rapids	\$1,115,390		
2. Install Traffic Signal at Ten Mile/Lost Rapids Intersection	\$348,700		
<b>A. Widen Ten Mile to 5 Lanes (Chinden to Lost Rapids)</b>	<b>\$1,464,090</b>	<b>\$74,140</b>	<b>\$1,538,230</b>
<i>II.A. Additional ROW SF</i>		18,535	
<b>B. Install Southbound Right Turn Lane for Site Access from Ten Mile</b>	<b>\$48,706</b>		<b>\$48,706</b>
<b>C. Widen Ten Mile to 5 Lanes (Lost Rapids to Milano)*</b>	<b>\$2,507,956</b>	<b>\$221,052</b>	<b>\$2,729,008</b>
<i>II.C. Additional ROW SF</i>		55,263	
<b>II. Ten Mile Road Improvements</b>	<b>\$4,020,752</b>	<b>\$295,192</b>	<b>\$4,315,944</b>
<i>Subtotal II. Additional ROW SF</i>		73,798	
<b>III. Preliminary Engineering and Studies</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>
<b>TOTAL</b>	<b>\$9,108,505</b>	<b>\$1,179,592</b>	<b>\$10,538,097</b>
<i>Total Additional ROW SF</i>		294,898	

\*Contingency used is 10% for surveyed areas and 15% for unsurveyed areas.

ROW Estimate / Per Square Foot \$4.00

**EXHIBIT D**  
**Potential ROW and Easement Needs for STAR Improvements**

This list may be modified to reflect the final design. Temporary construction easements only for the convenience of the Contractor will be separately acquired by the Contractor and are not included on this list.

Phase 1: Potential ROW and Easement Needs

1.1 W. Chinden Boulevard (Highway 20-26)

- 1.1.1 Lochsa Falls Office Park Association, Inc.- Widening south side of Chinden.
- 1.1.2 Silverleaf Sub No. 3 - Widening south side of Chinden.
- 1.1.3 Silverleaf HOA - Widening south side of Chinden.
- 1.1.4 Dyver Development LLC - Widening south side of Chinden.
- 1.1.5 Meyers, Michael D. - Widening south side of Chinden.
- 1.1.6 Barton, Corey - Widening south side of Chinden.
- 1.1.7 GFI Meridian Investments II LLC - Widening south side of Chinden.
- 1.1.8 Sexton, Craig A. & Rodger - Widening of Black Cat.
- 1.1.9 Pine Street LLC - Widening of Black Cat.
- 1.1.10 McConnell, Larry L and McConnell, June Ann – Widening of Black Cat.
- 1.1.11 Siron, E Michael and Siron, Janice M – Widening of Black Cat.
- 1.1.12 HBU Investments, LLC – Widening of Black Cat.
- 1.1.13 MDC, LLC – Widening of Black Cat.
- 1.1.14 Select Development & Contracting LLC – Widening of Black Cat.
- 1.1.15 Matson, John K. – Widening of Black Cat.
- 1.1.16 Bartlett, John W. III – Widening of Black Cat.
- 1.1.17 Bainbridge Owners Association, Inc. – Widening of Black Cat.
- 1.1.18 Brandel Kenton & Susan Family Living Trust – Widening of Black Cat.
- 1.1.19 Brighton Investments LLC - Widening south side of Chinden.

Phase 2: Potential ROW and Easement Needs

2.1 W. Chinden Boulevard (Highway 20-26)

- 2.1.1 Crisp, Marie I. – Widening south side of Chinden.
- 2.1.2 Crisp, Ila Marie Family Trust 6-23-14 – Widening south side of Chinden.
- 2.1.3 5215 Chinden LLC – Widening south side of Chinden.
- 2.1.4 Irby, Cathleen M. – Widening south side of Chinden.
- 2.1.5 Irby, Cathleen M. & Jon – Widening south side of Chinden.
- 2.1.6 HBU Investments LLC – Widening north side of Chinden.
- 2.1.7 McMullen, Donald B. – Widening north side of Chinden.
- 2.1.8 Tomlinson Family Trust – Widening north side of Chinden.
- 2.1.9 Janicek, Bradley J. - Widening south side of Chinden.

- 2.1.10 Endurance Holdings LLC - Widening south side of Chinden.
- 2.1.11 Challenger Development LLC - Widening south side of Chinden.
- 2.1.12 Brighton Investments LLC - Widening south side of Chinden.
- 2.1.13 Bainbridge Owners Association Inc. - Widening south side of Chinden.
- 2.1.14 Pine Street LLC - Widening south side of Chinden.
- 2.1.15 Sexton, Craig A., and Roger - Widening South Side of Chinden

**STAR Agreement, US-20/26, Linder to SH-16  
Resolution**

WHEREAS, it is in the public's interest for the Department to publish and accomplish a current, realistic, and fiscally constrained Capital Investment Program; and

WHEREAS, it is the intent of the Idaho Transportation Board to effectively utilize all available Federal, State, and Private highway funding; and

WHEREAS, the safe and efficient movement of people and goods on US-20/26 is both nationally and regionally significant to commerce; and

WHEREAS, State Tax Anticipation Revenue (STAR) legislation has been enacted by the Legislature which permits reimbursement, within established limits, of private funding of highway improvement construction projects with future sales tax reimbursements by the State; and

WHEREAS, discussion with Costco Corporation indicates a willingness on their part to utilize such legislative provisions to finance in its entirety the design, right-of-way acquisition, and construction for the improvement to US-20/26 (Chinden Rd.); and

WHEREAS, any such agreements with the Department will be reviewed by the Board; and

WHEREAS, the Department has already committed in the approved 2018 STIP to build these improvements in FY24; and

WHEREAS, the project is to be designed and constructed beginning in FY19 under the STAR Agreement;

NOW, THEREFORE BE IT RESOLVED that the Idaho Transportation Board approves the STAR Agreement between the Department and Costco Corporation for the improvement of US-20/26, Linder Rd. to SH-16.



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 60 Min

Presenter's Name Chapman Munn	Presenter's Title Research Analyst Principal	Initials CM	Reviewed By LSS
Preparer's Name Mark P. Snyder	Preparer's Title Data Analytics Engineer	Initials MS	BR

### Subject

Introduction to the new FHWA performance measures requirements		
Key Number	District	Route Number

### Background Information

MAP 21 and the Fast Act require ITD to submit information on our performance to FHWA using Federal performance measures. ITD has previously derived performance measures and has been reporting them to stakeholders and the public for years. There are notable differences between the transportation assets measured and the reporting requirements.

The purpose for this presentation is to introduce the FHWA performance measures and provide a high level overview of the differences and similarities between ITD and FHWA performance metrics.

### Recommendations

For information.

### Board Action

Approved  Deferred \_\_\_\_\_

Other \_\_\_\_\_

# Federal Highway Administration's Transportation Performance Management (TPM)



**YOUR Safety**



**YOUR Mobility**



**YOUR Economic Opportunity**

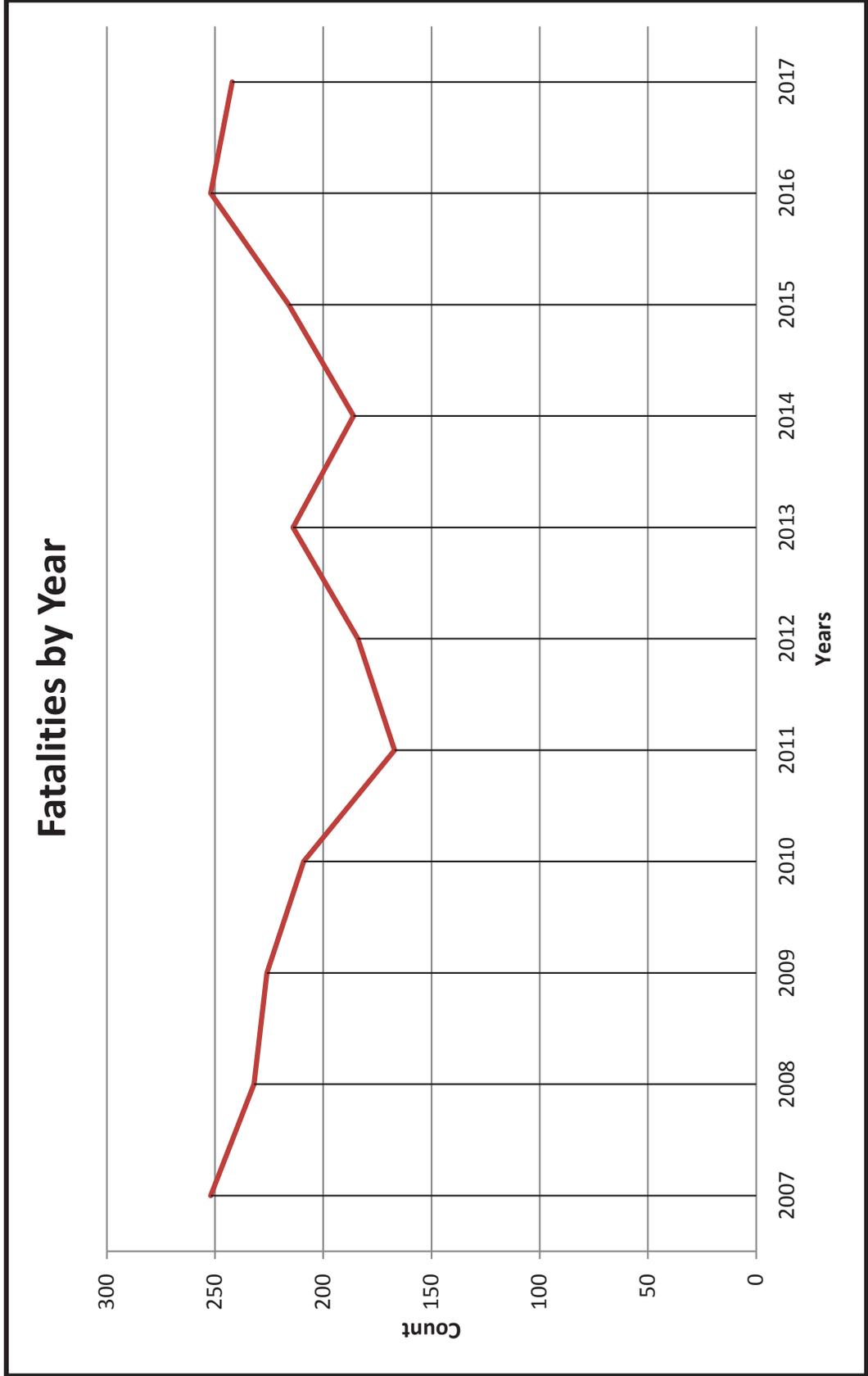


# ITD Performance Measures:

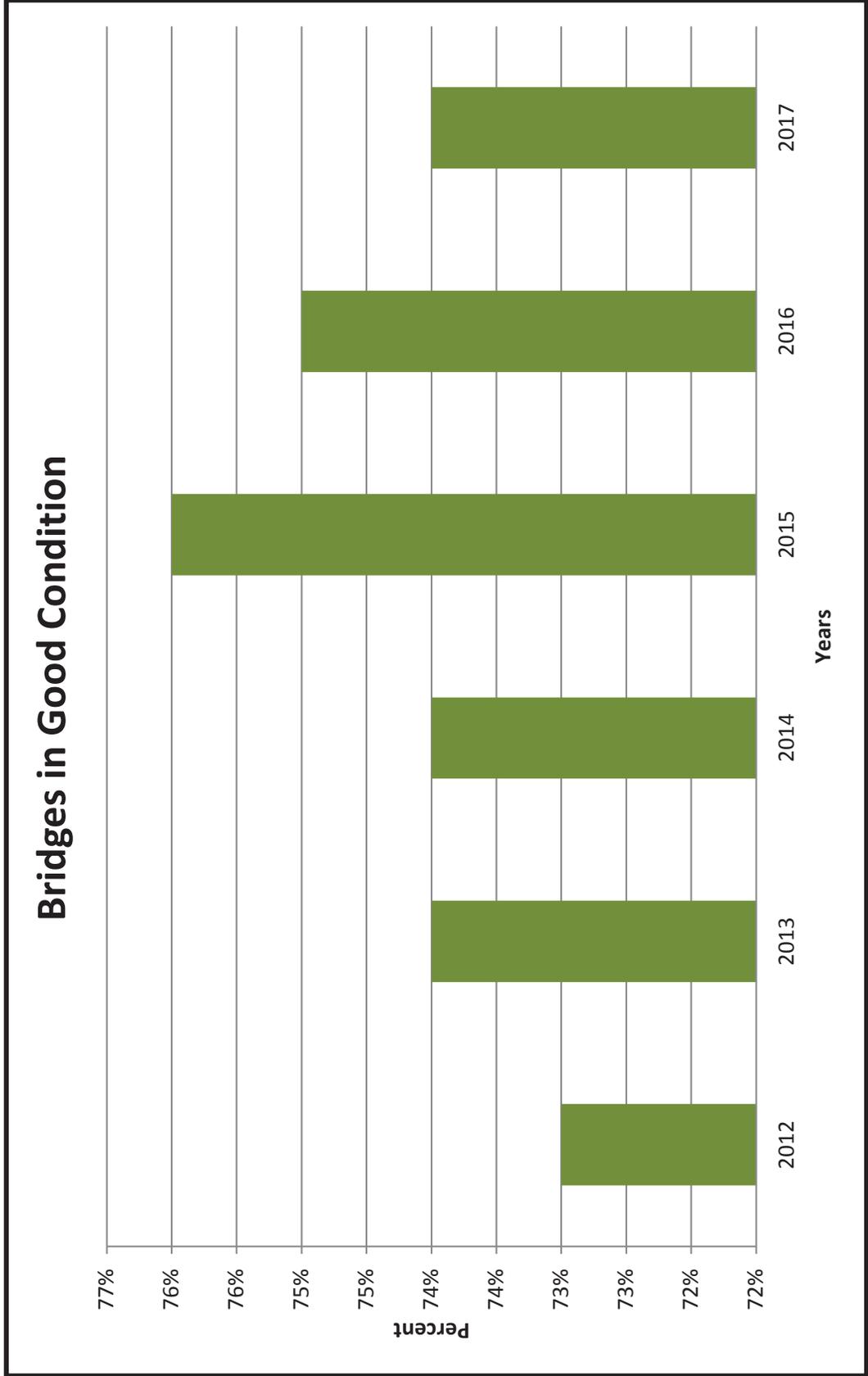


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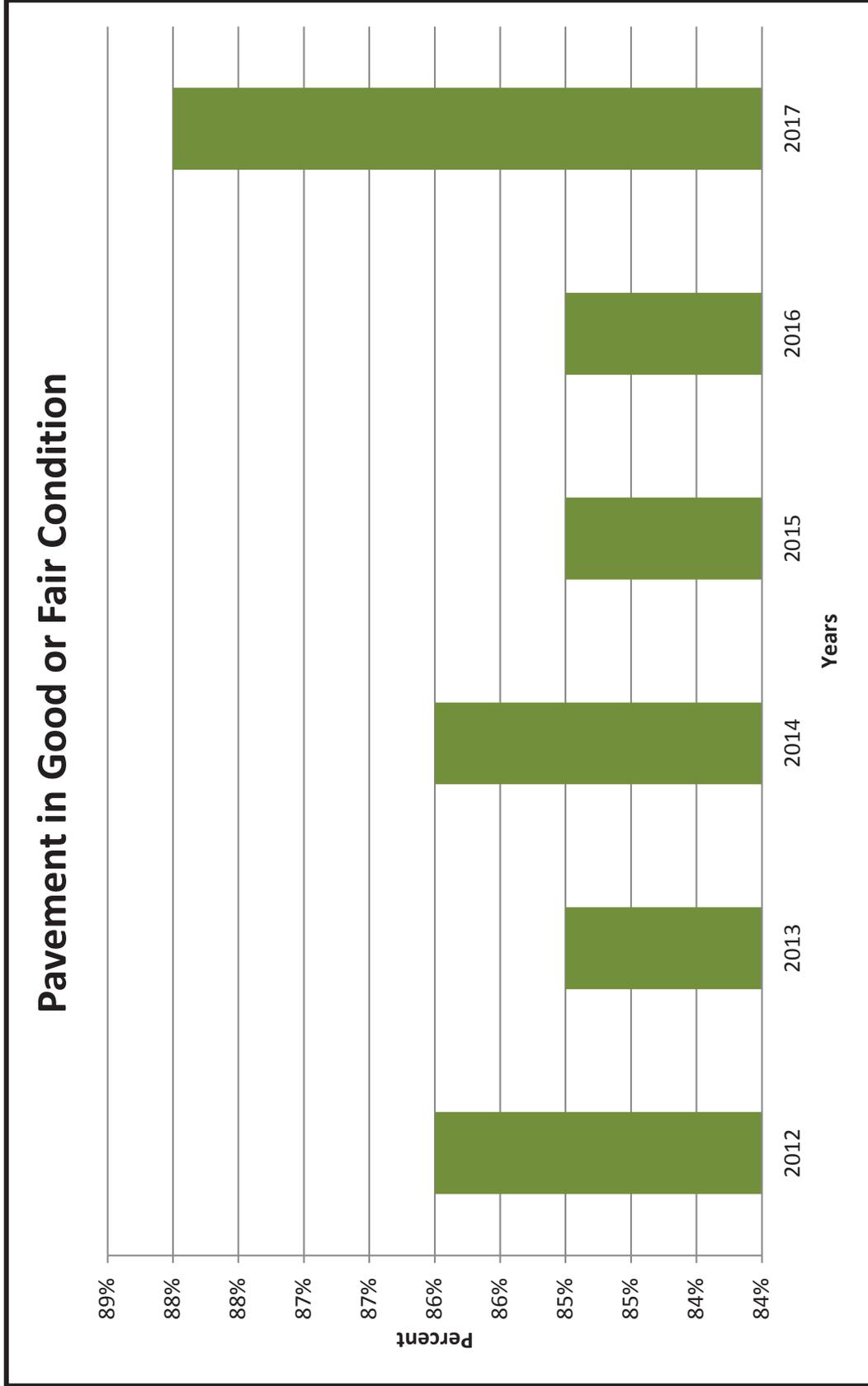
# ITD Performance Measures:



# ITD Performance Measures:



# ITD Performance Measures:



# ITD Performance Measures:

# Decisions Progress Targets



# **FHWA Transportation Performance Management (TPM)**

# TPM Overview:

The Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21)

Fixing America's Surface Transportation Act (Fast Act)

Standardized performance measures

Allows states to set performance targets

Allows FHWA to assess performance nationally



# TPM Performance Measures:

## Performance Measure I

- Safety

## Performance Measure II

- Bridge and Pavement Condition

## Performance Measure III

- System Performance



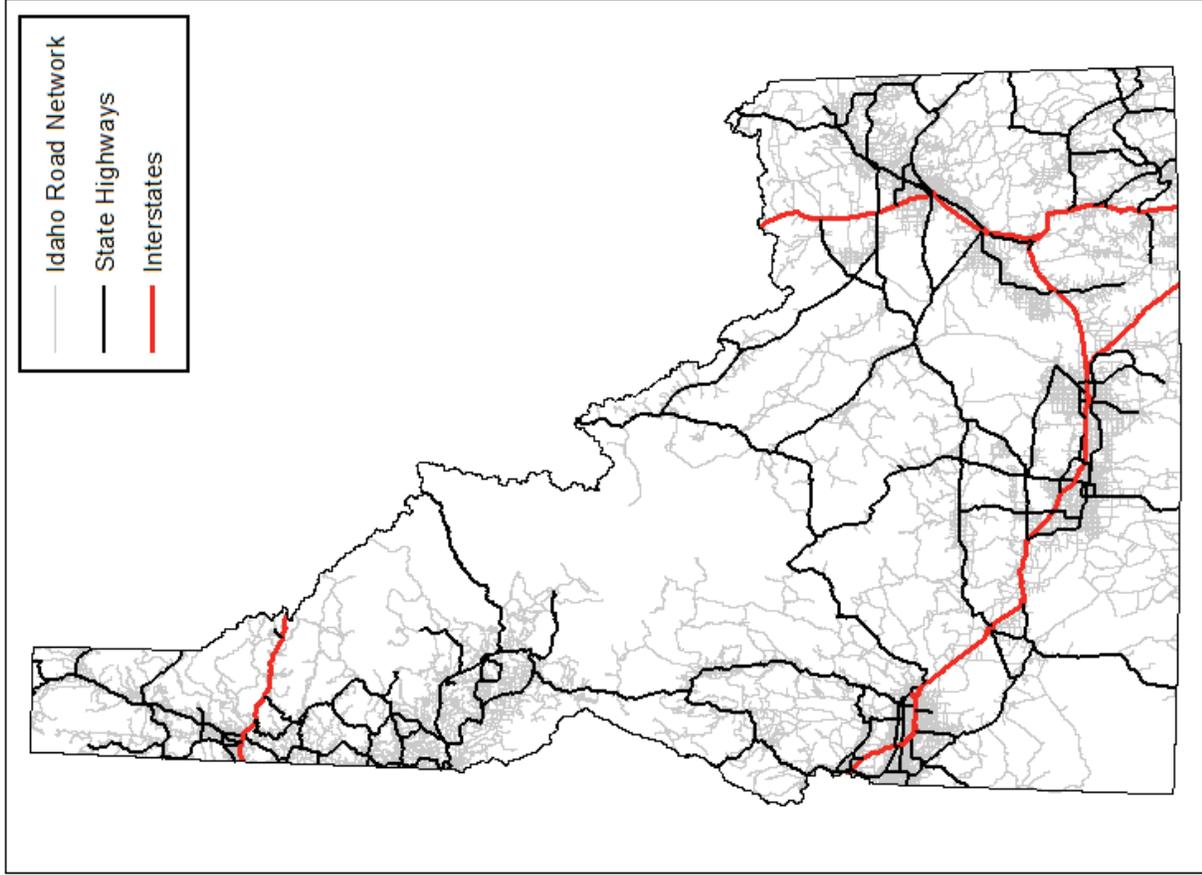
# PM I: Safety Overview

## Network

- Metrics focus on all public roads
- Transcends state highway system
- Incorporates roads ITD has no jurisdiction over



# PM I: Network



# PM I: Safety Overview

## Metric information

- Five individual safety metrics
- Five year averages for targets

August 31, 2017

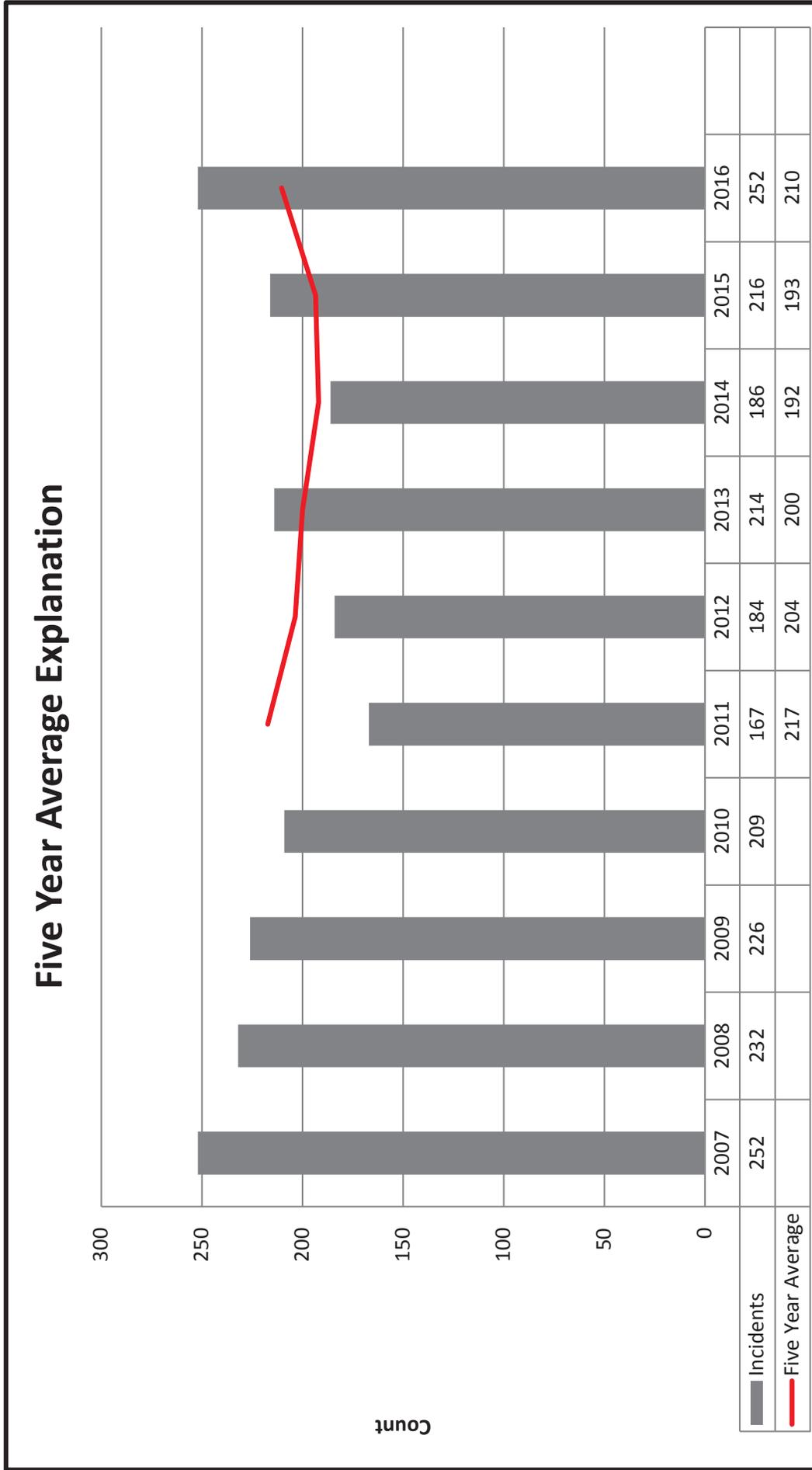
- State targets set in accordance with TPM

## Future targets

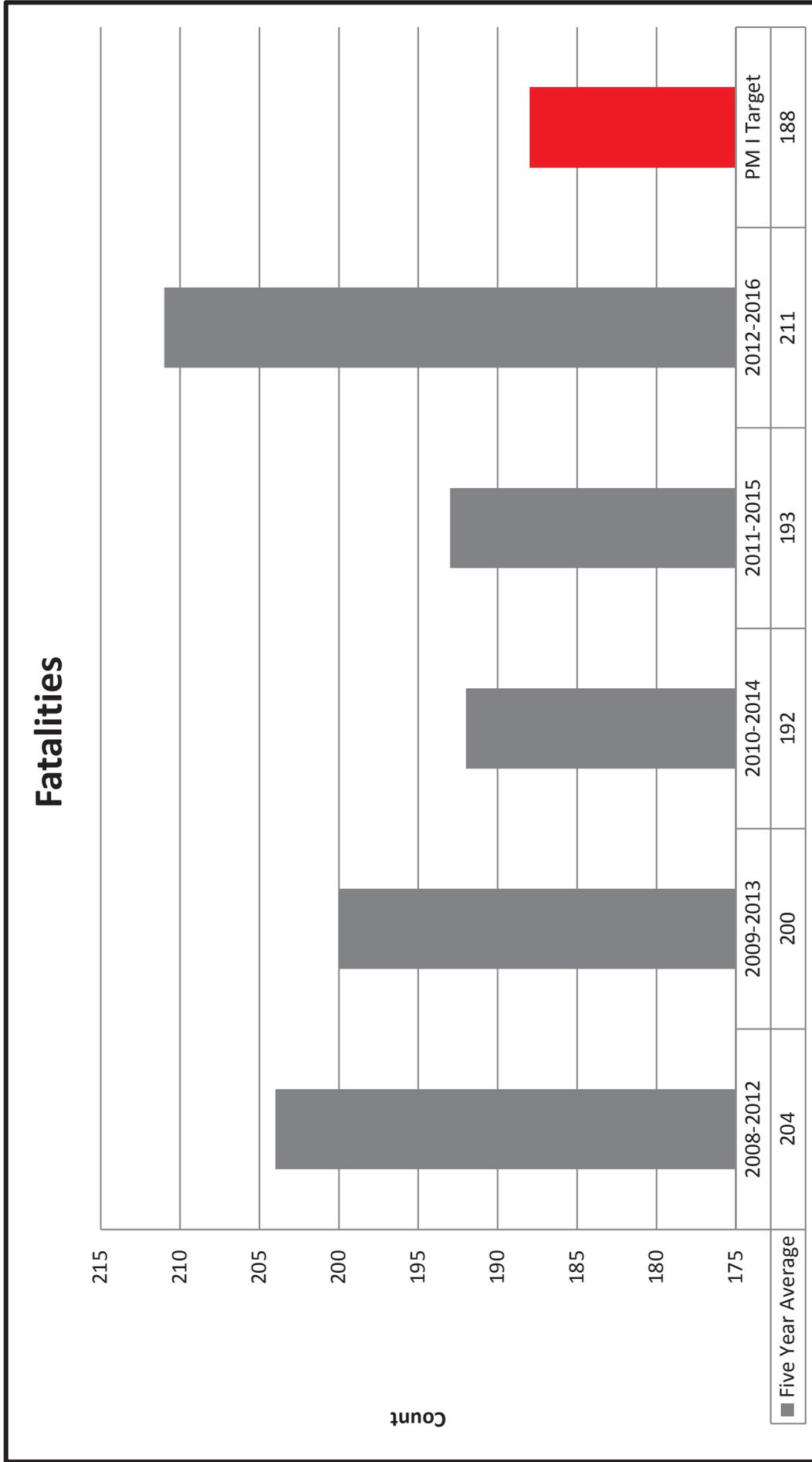
- Assessed annually



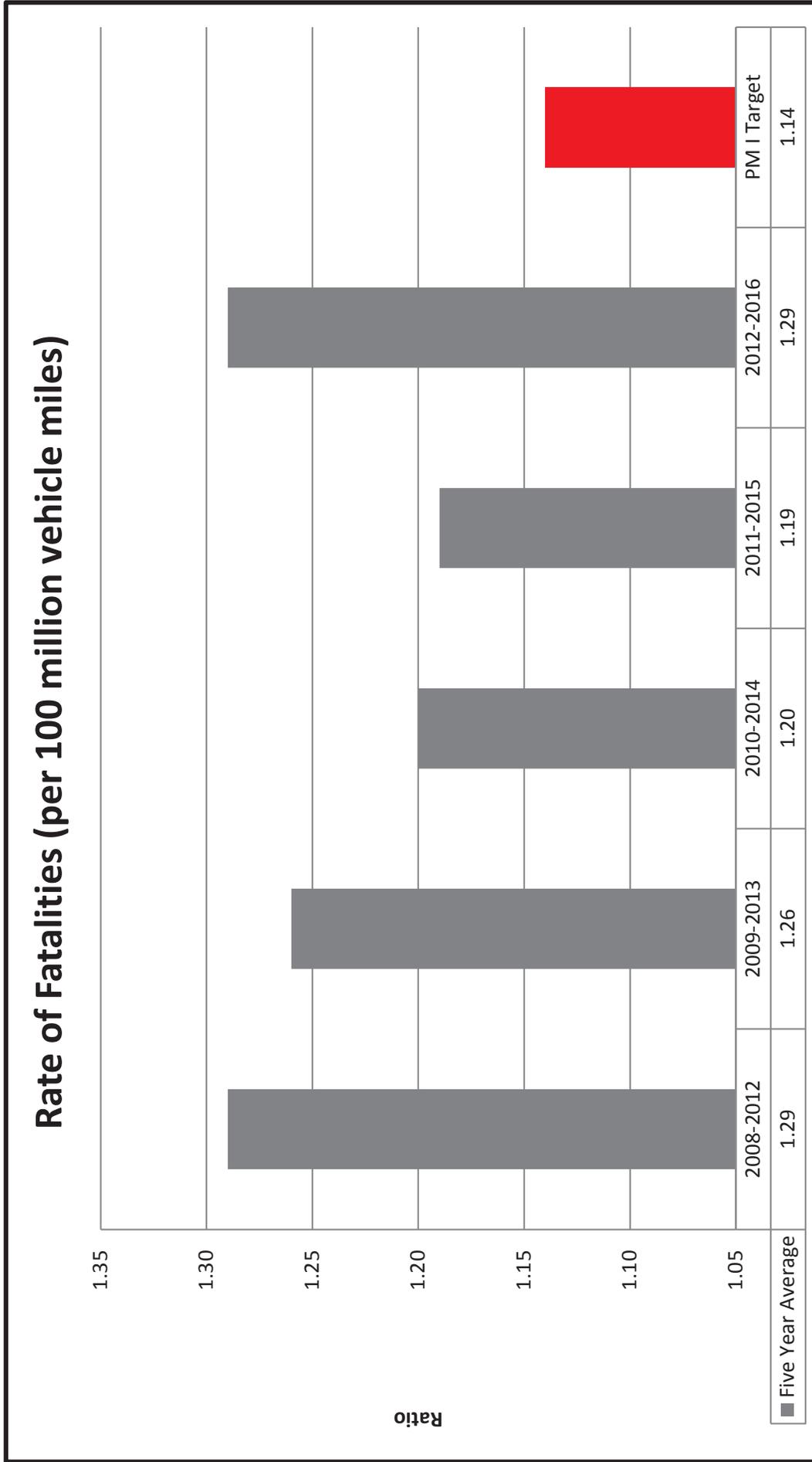
# PM I: Example



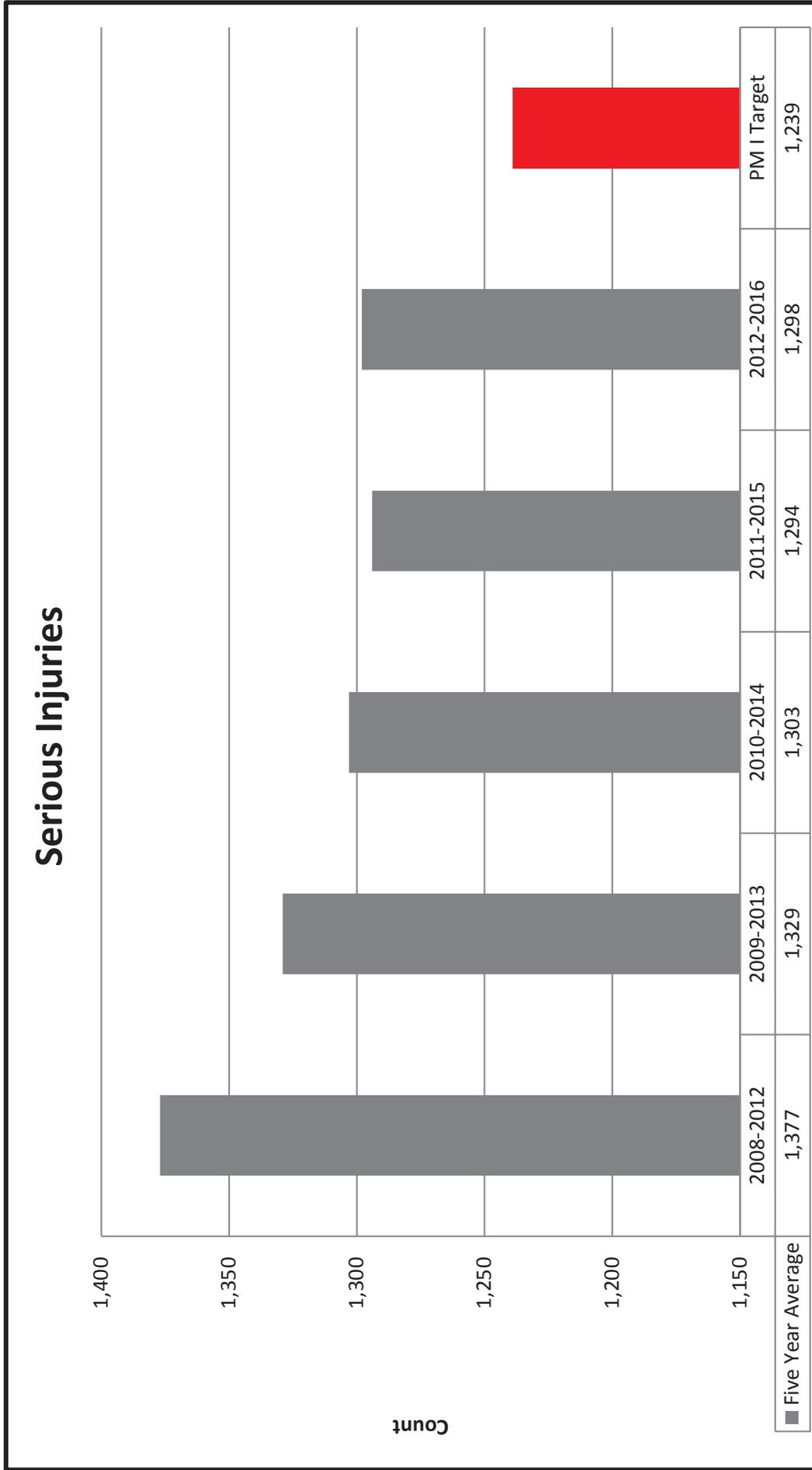
# PM I: Target



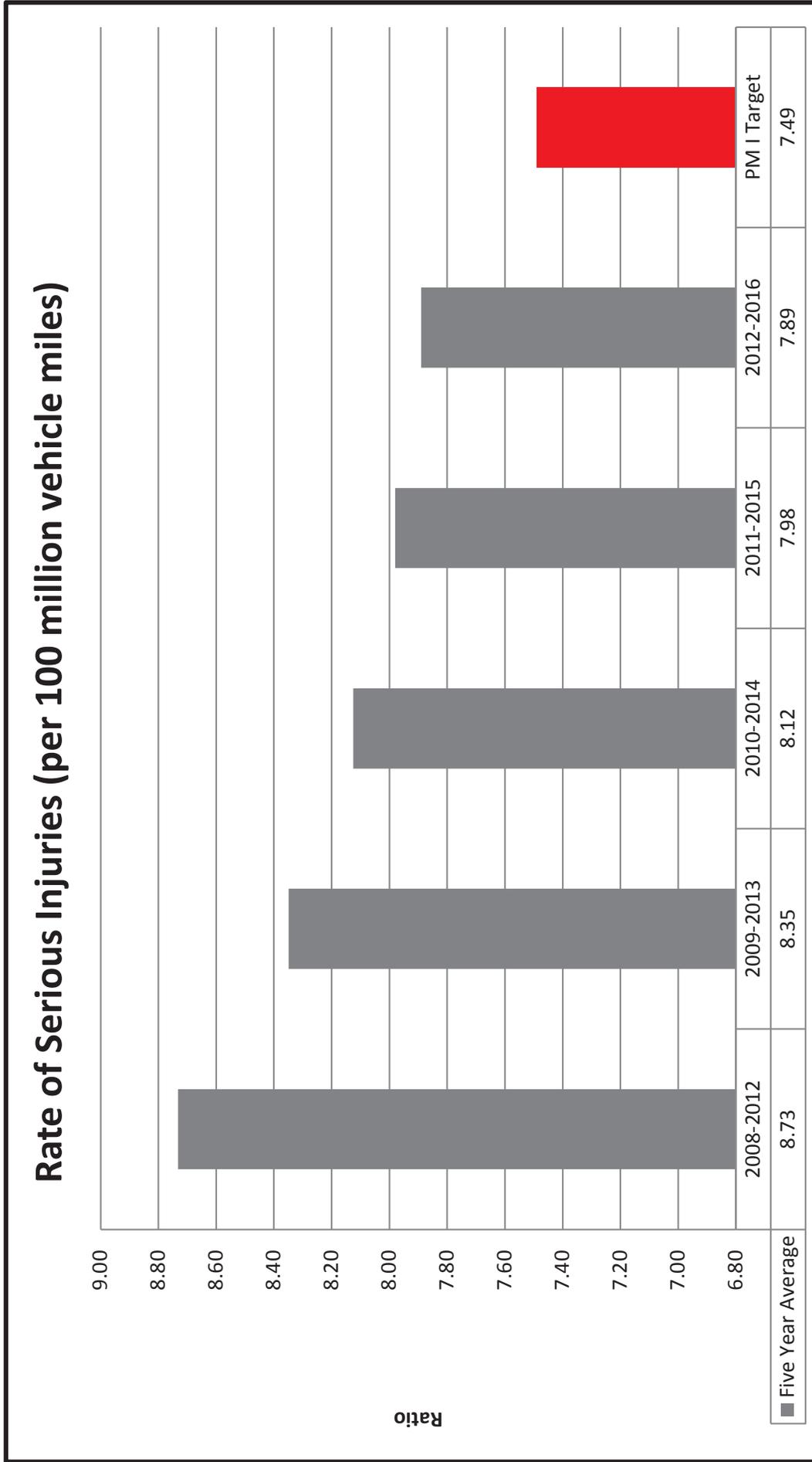
# PM I: Target



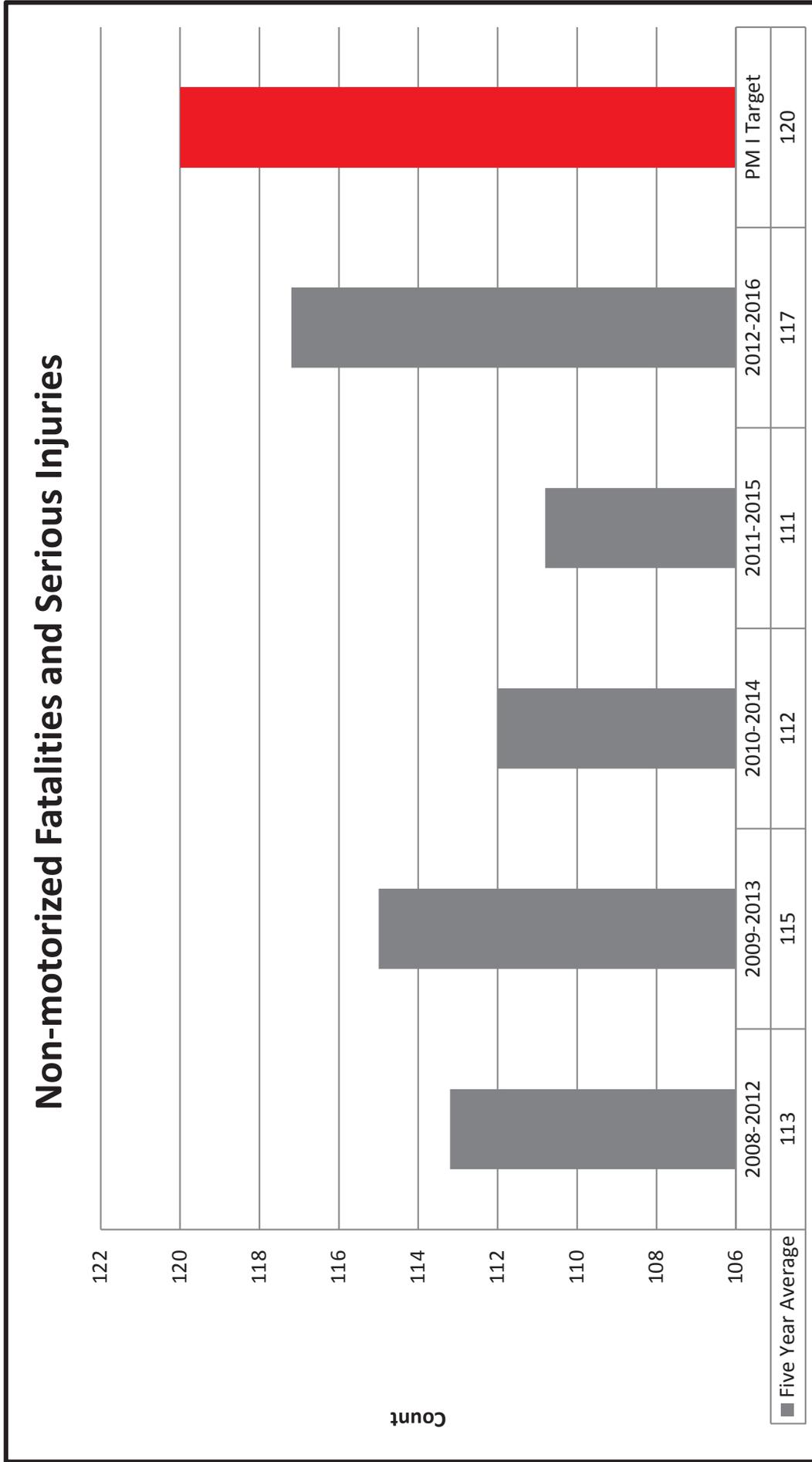
# PM I: Target



# PM I: Target



# PM I: Target



# PM I: Safety Targets

Fatalities

• 188

Rate of Fatalities

• 1.14

Serious Injuries

• 1,239

Rate of Serious Injuries

• 7.49

Number of Non-motorized  
Fatalities and Serious Injuries

• 120



# PM I Questions?



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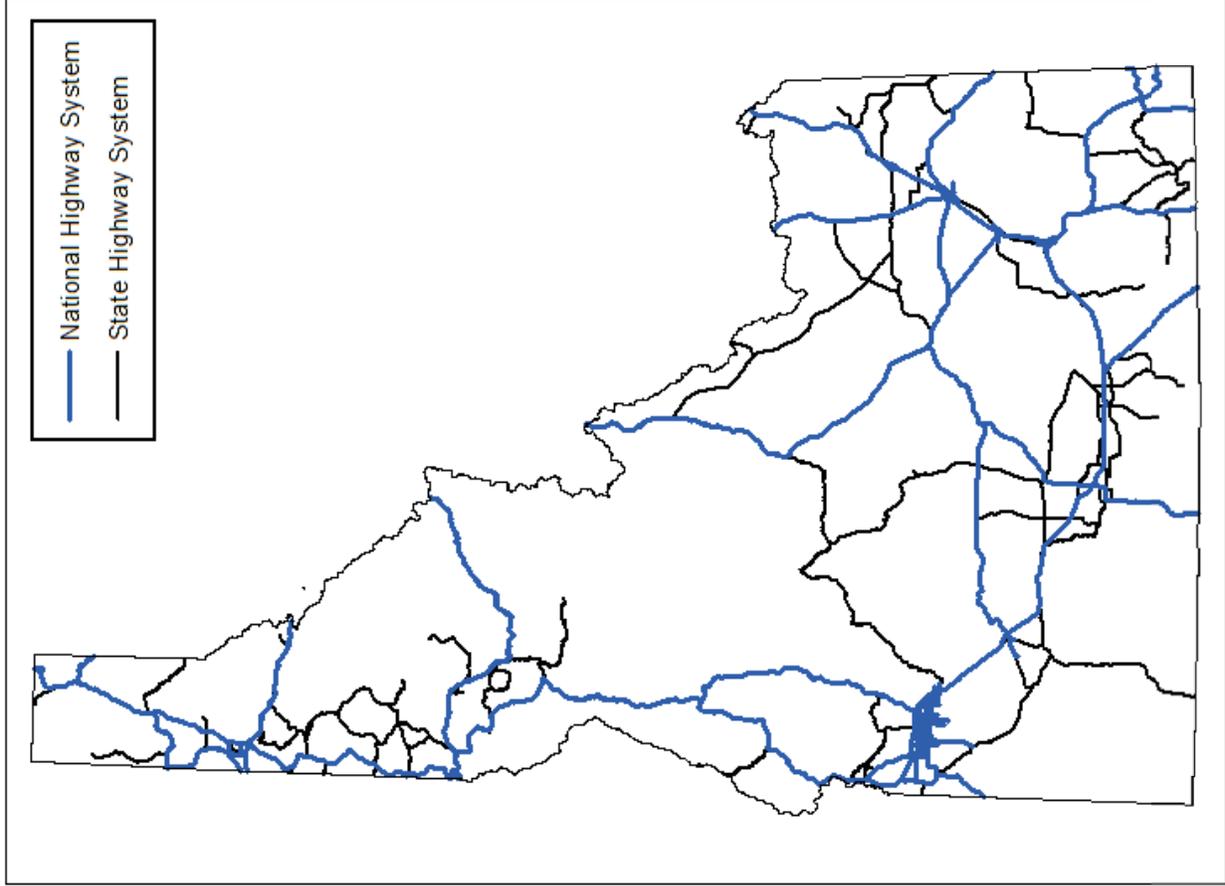
# PM II: Bridge Overview

## Network

- State Highway System
- 1840 State System Bridges
- 1003 State System off NHS Bridges
- **National Highway System (NHS)**
- **837 State System NHS Bridges**
- **59 Local NHS Bridges**



# PM II: Bridge Network



# PM II: Bridge Overview

## Condition Rating

- Targets established using FHWA criteria
- Slight differences in the ITD and FHWA rating methods

## Target

- Overall Surface Area
- Percent Good and Poor

May 20, 2018

- Bridge target deadline
- Two and four year targets

## Threshold

- No more than 10% rated as poor for three consecutive years

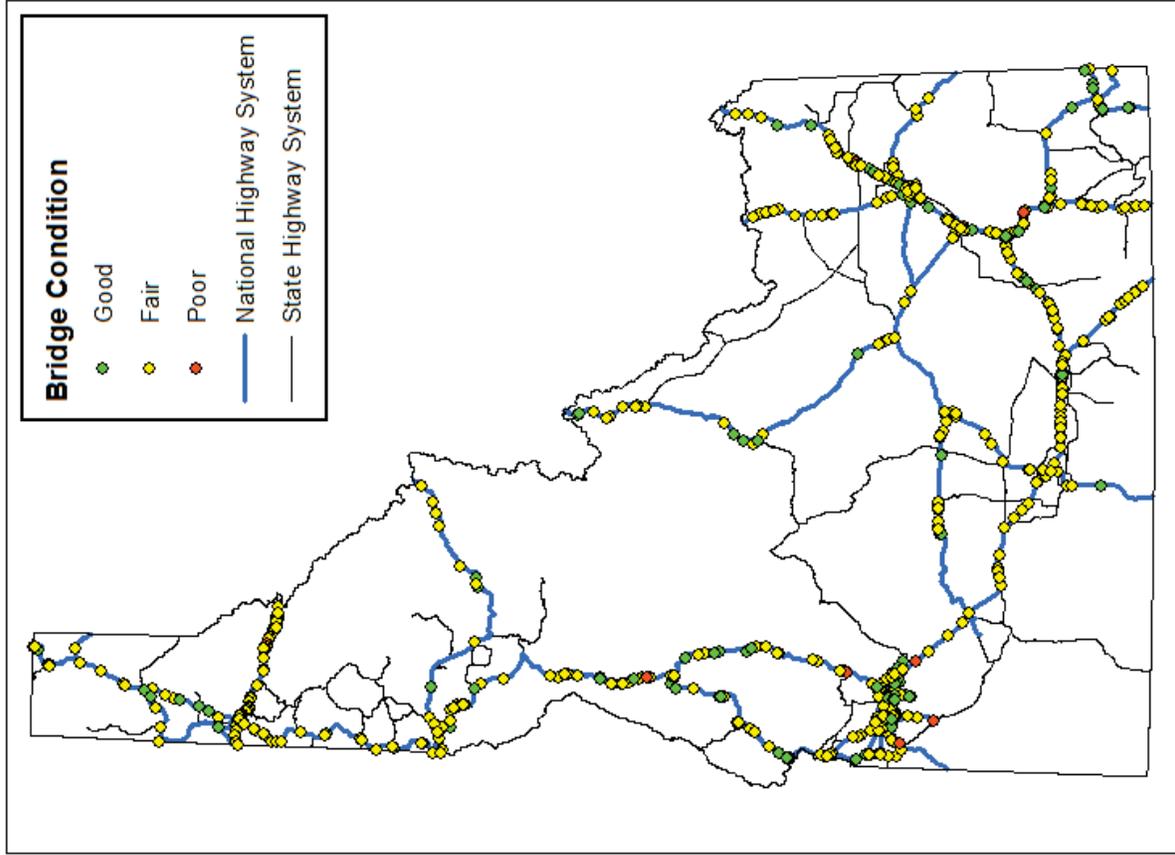


# PM II: Bridge Condition Methodologies

Bridge Rating Criteria			
Rating	Condition	ITD Rating Methodology	FHWA Rating Methodology
0	Failed	Not Good	Poor
1	Imminent Failure		
2	Critical		
3	Serious		
4	Poor		
5	Fair	Fair	
6	Satisfactory		
7	Good	Good	
8	Very Good		
9	Excellent		



# PM II: Bridge Network

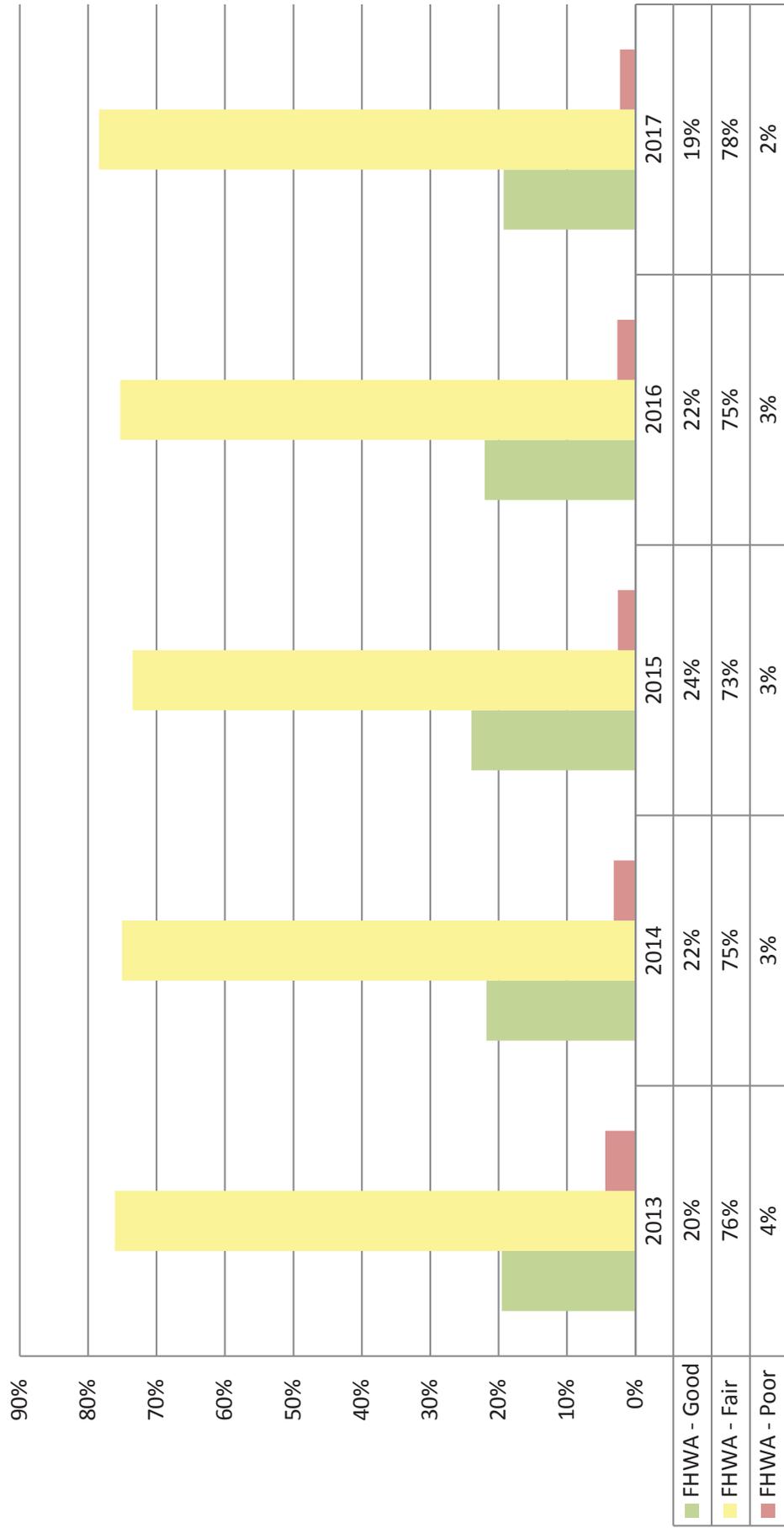


# PM II: ITD Bridge Condition

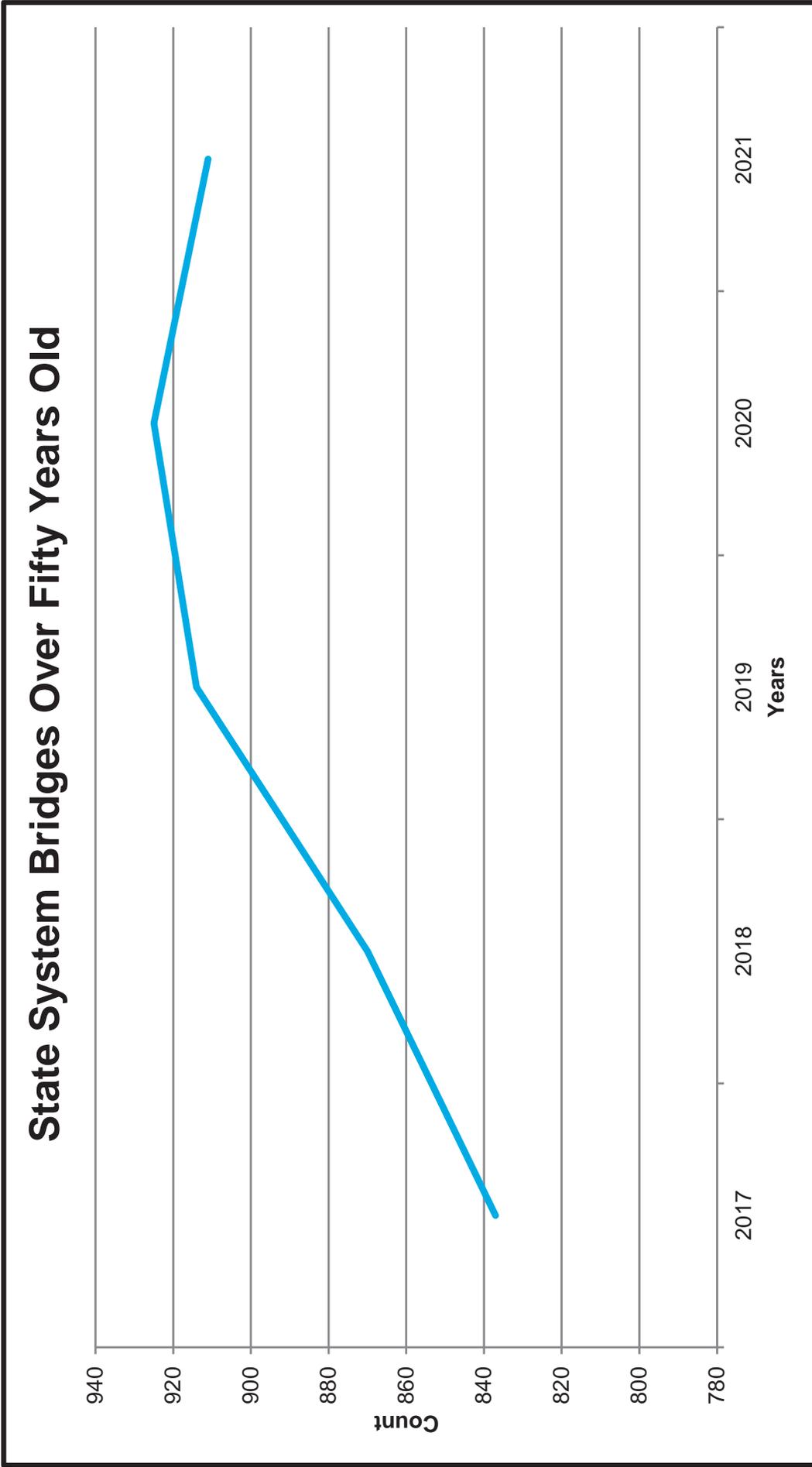


# PM II: FHWA Bridge Condition

NHS Bridges by FHWA Methodology



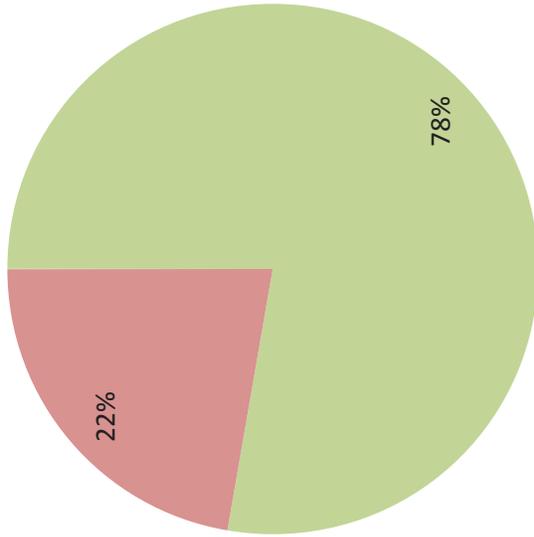
# PM II: Bridge Age



# PM II: Condition and Targets

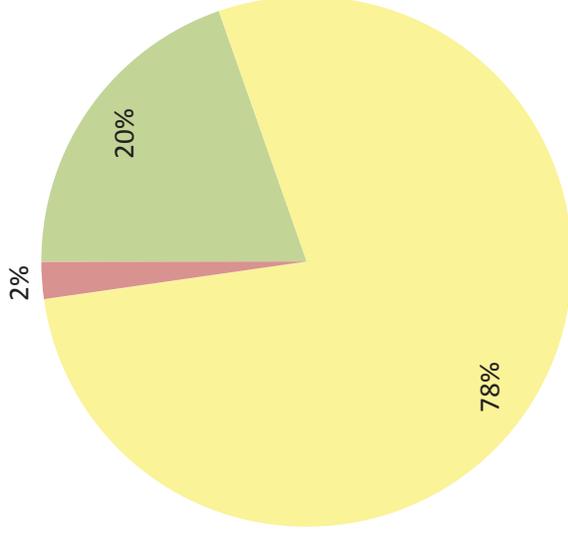
### ITD NHS Bridges

■ Good ■ Not-Good



### FHWA NHS Bridges

■ Good ■ Fair ■ Poor



Percent Good

• 19%

Percent Poor

• 3%



# PM II Bridge Questions?



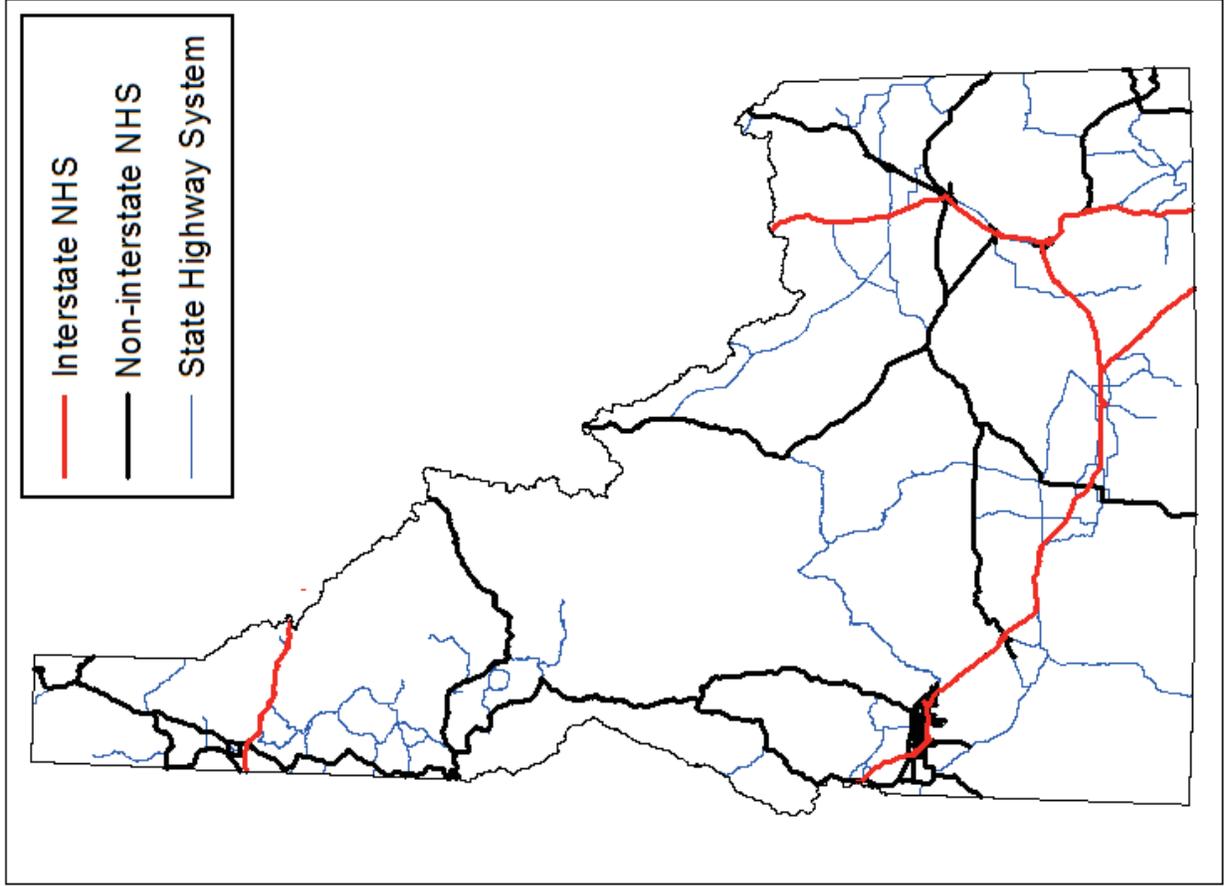
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# PM II: Pavement Overview

## Network

- National Highway System (NHS)
- Interstate NHS
- Non-interstate NHS

# PM II: Pavement Network



# PM II: Pavement Overview

## Targets

- Targets established using FHWA criteria
- Percent Good and Percent Poor

## Condition rating

- ITD and FHWA condition ratings closely related
- Good, Fair, Poor, and Very Poor pavement

## May 20, 2018

- Pavement target deadline
- Two and four year targets

## Threshold

- No more than 5% rated as poor on the Interstate



# PM II: Assessing Condition

## Data Items

- Smoothness
- Rutting/Faulting
- Cracking Percent

## ITD

- Assessing Poor (1 item poor)

## FHWA

- Assessing Poor (2 items poor)



# PM II: Assessing Condition

FHWA	
ITD	

## Condition Rating Comparison

Data Item	Good	Fair	Poor/Very Poor
Smoothness	< 95	$\geq 95$ & $\leq 170$	> 170
	< 110	$\geq 110$ & $\leq 180$	> 180
Rutting	< .20	$\geq .20$ & $\leq .40$	> .40
	< .24	$\geq .25$ & $\leq .49$	> .50
Cracking-Percent	< 5%	$\geq 5\%$ & $\leq 20\%$	> 20%
	-	-	-
Faulting	< .10	$\geq .10$ & $\leq .15$	> .15
	-	-	-



# PM II: Segmentation

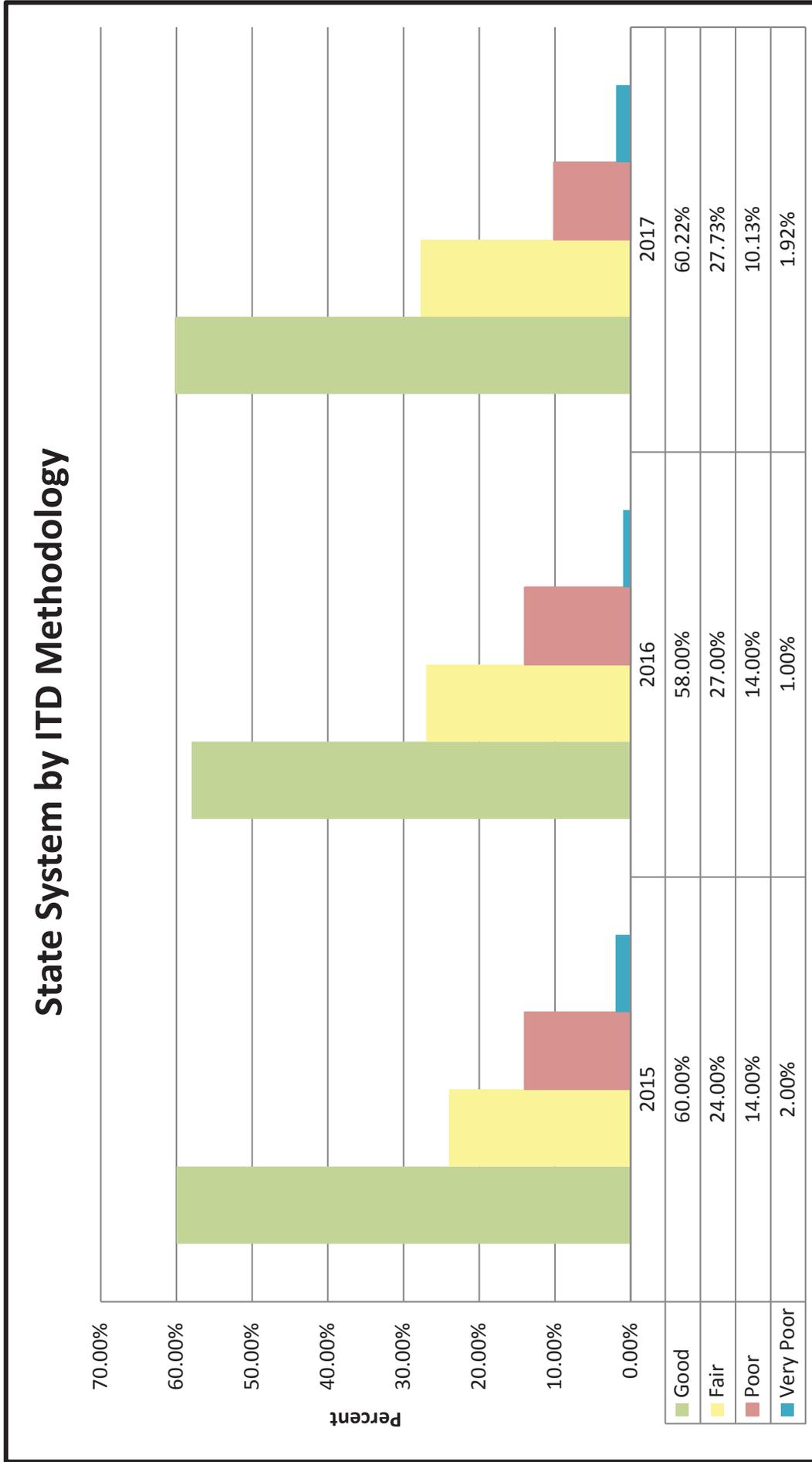
- FHWA
  - Tenth mile sections
  - Aggregation



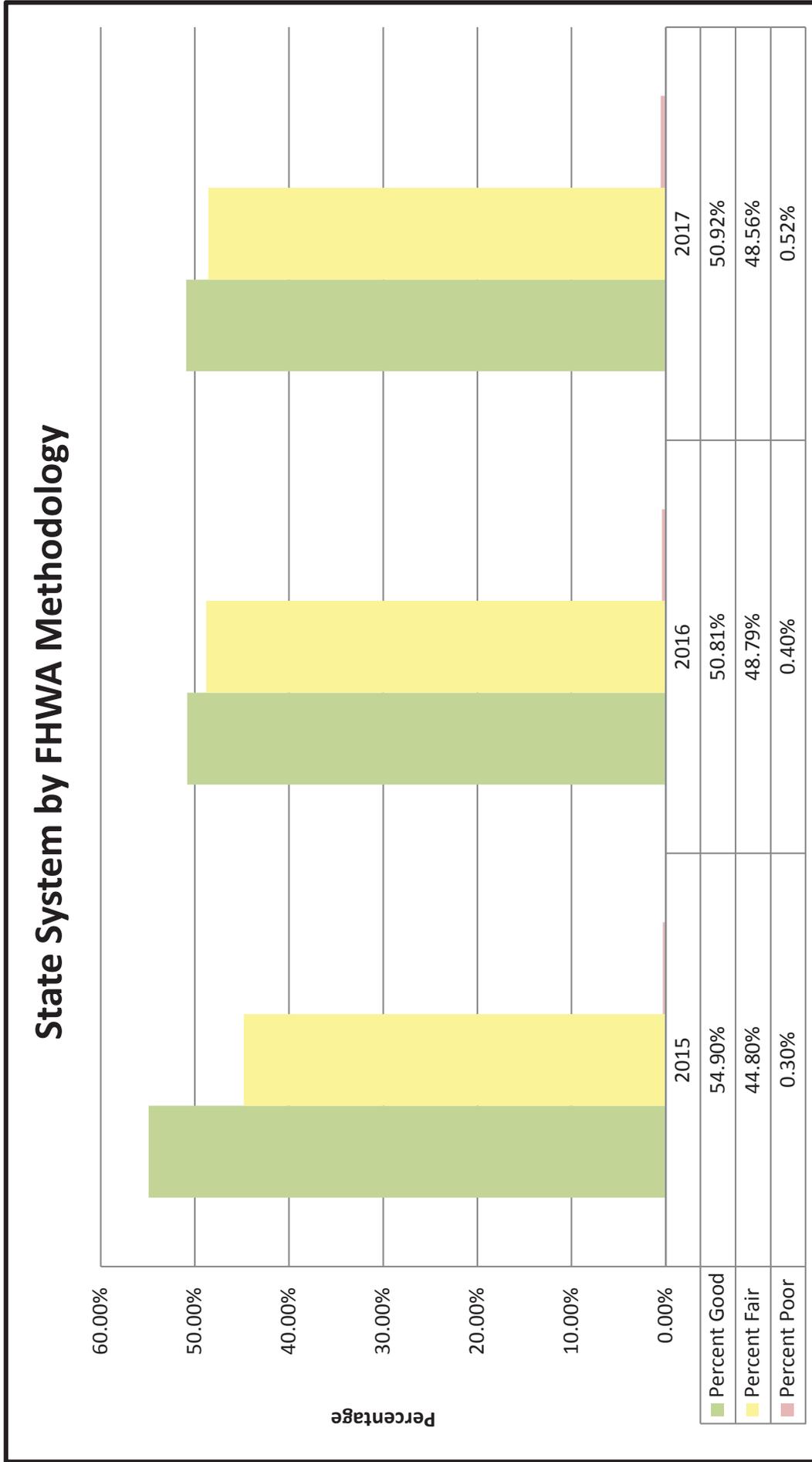
- ITD
  - Sections reflect potential projects
  - Index methodology



# PM II: ITD Pavement Condition

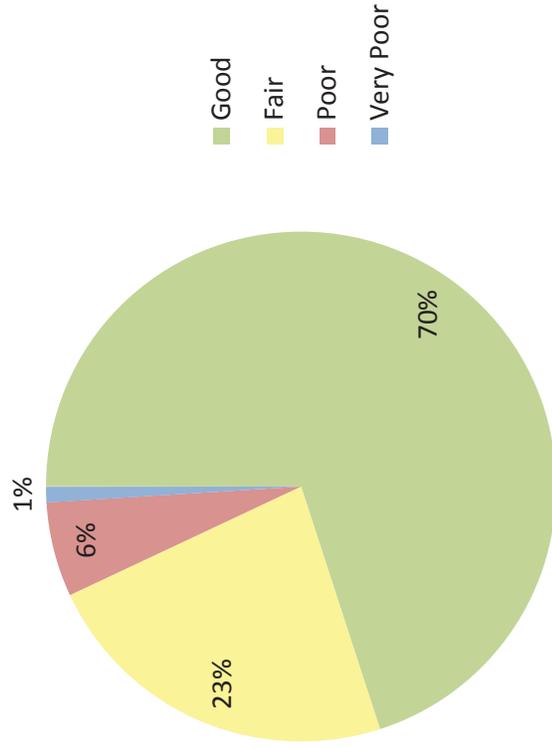


# PM II: FHWA Pavement Condition

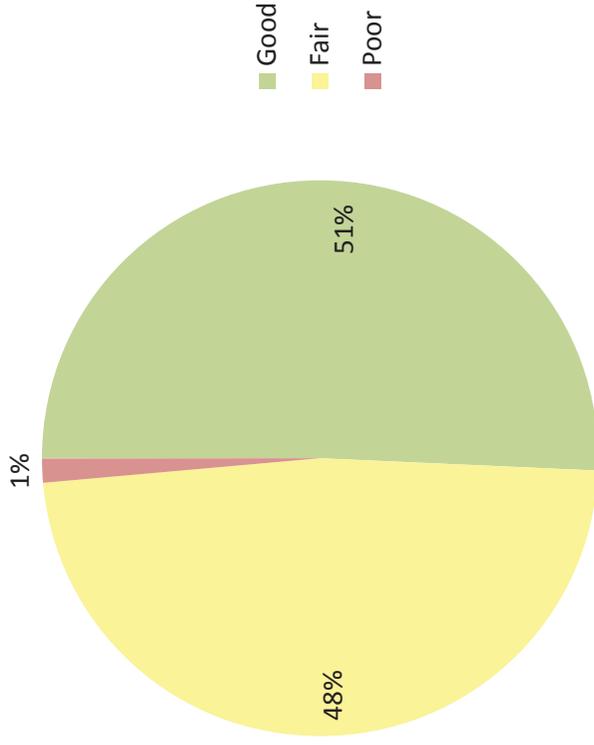


# PM II: Interstate Condition

## ITD - Interstate



## FHWA - Interstate



Interstate NHS: Percent Good

• 50%

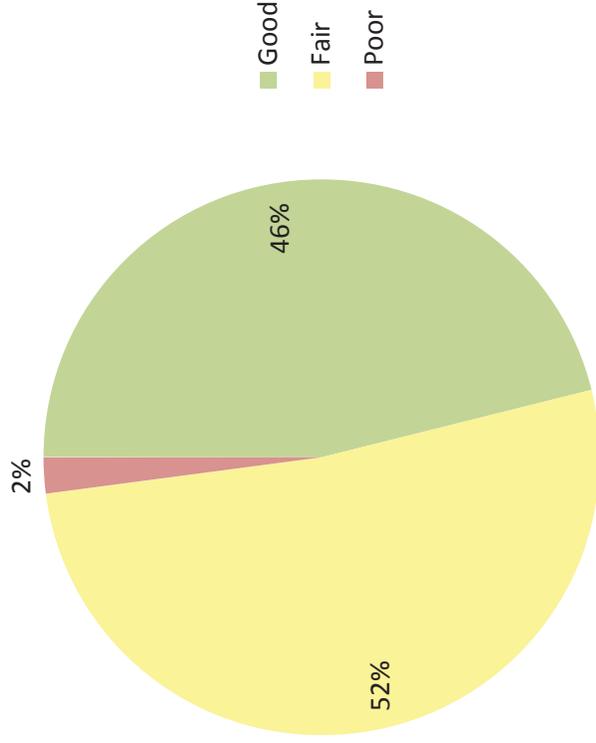
Interstate NHS: Percent Poor

• 4%

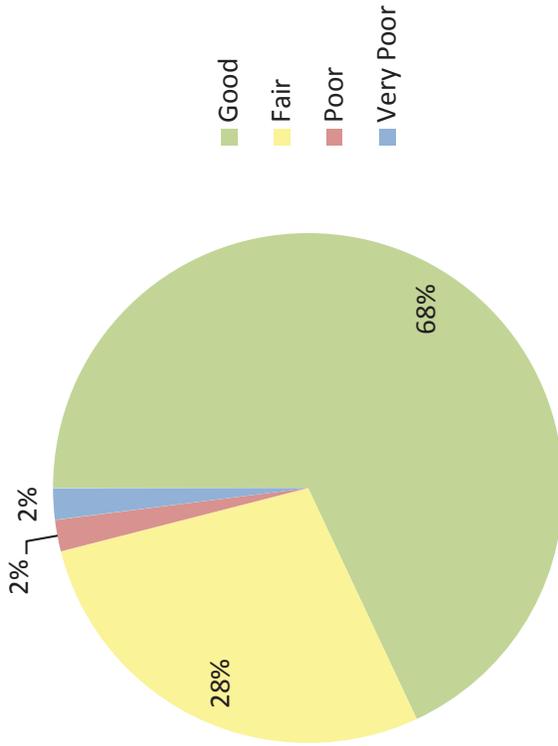


# PM II: Non-Interstate Condition

FHWA - Non-Interstate



ITD - Non-Interstate



Non-interstate NHS: Percent Good • 50%

Non-interstate NHS: Percent Poor • 8%

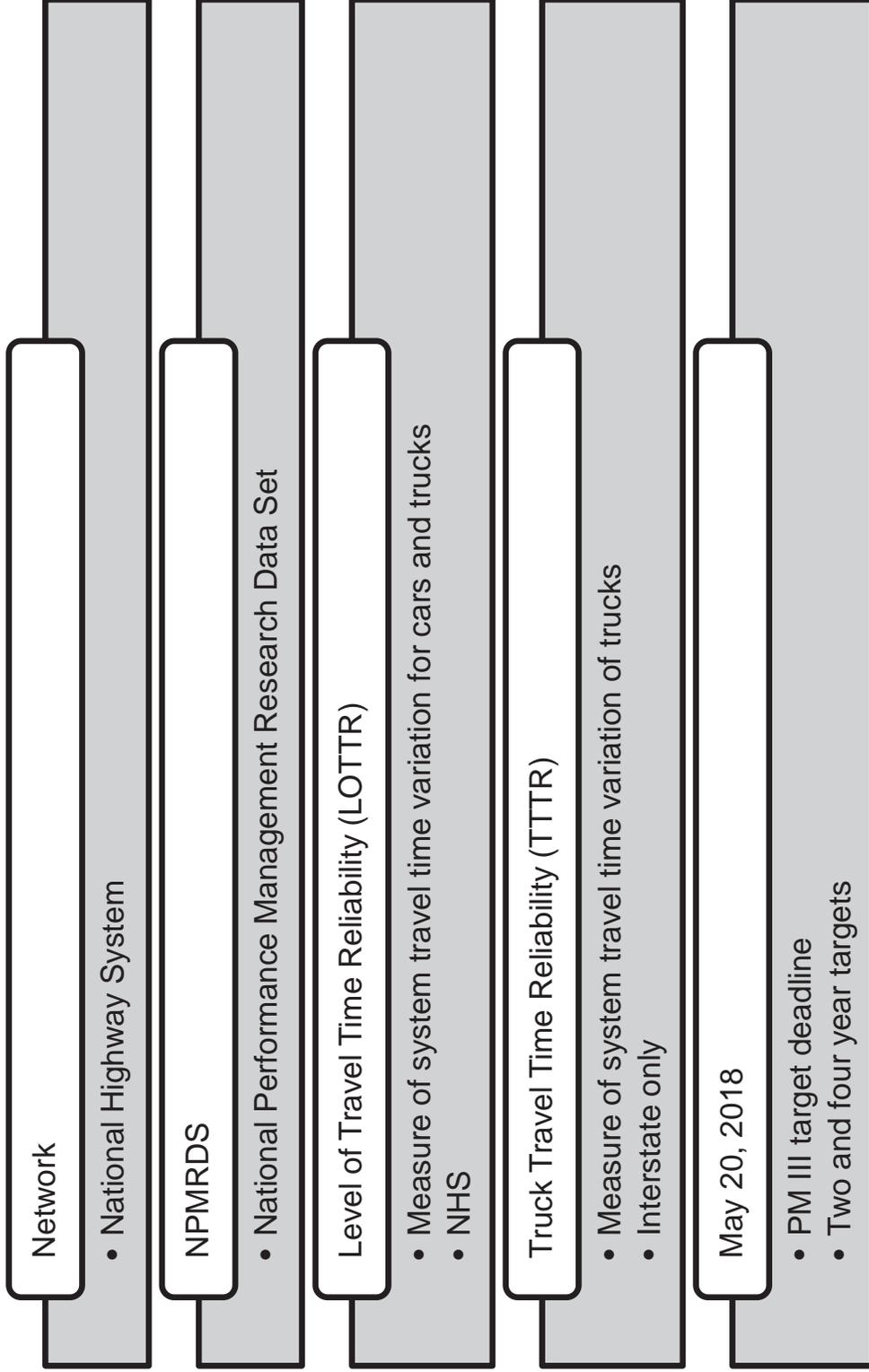


# PM II Pavement Questions?

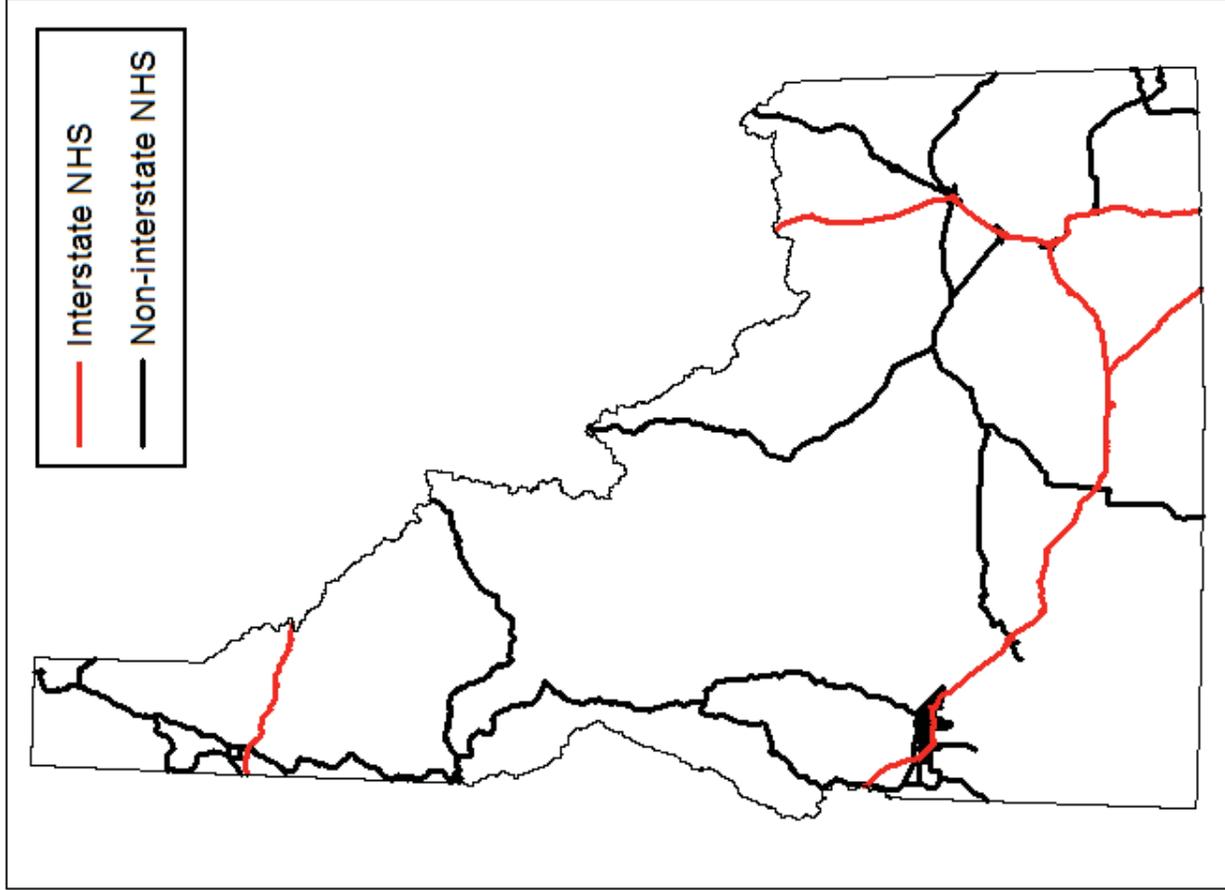


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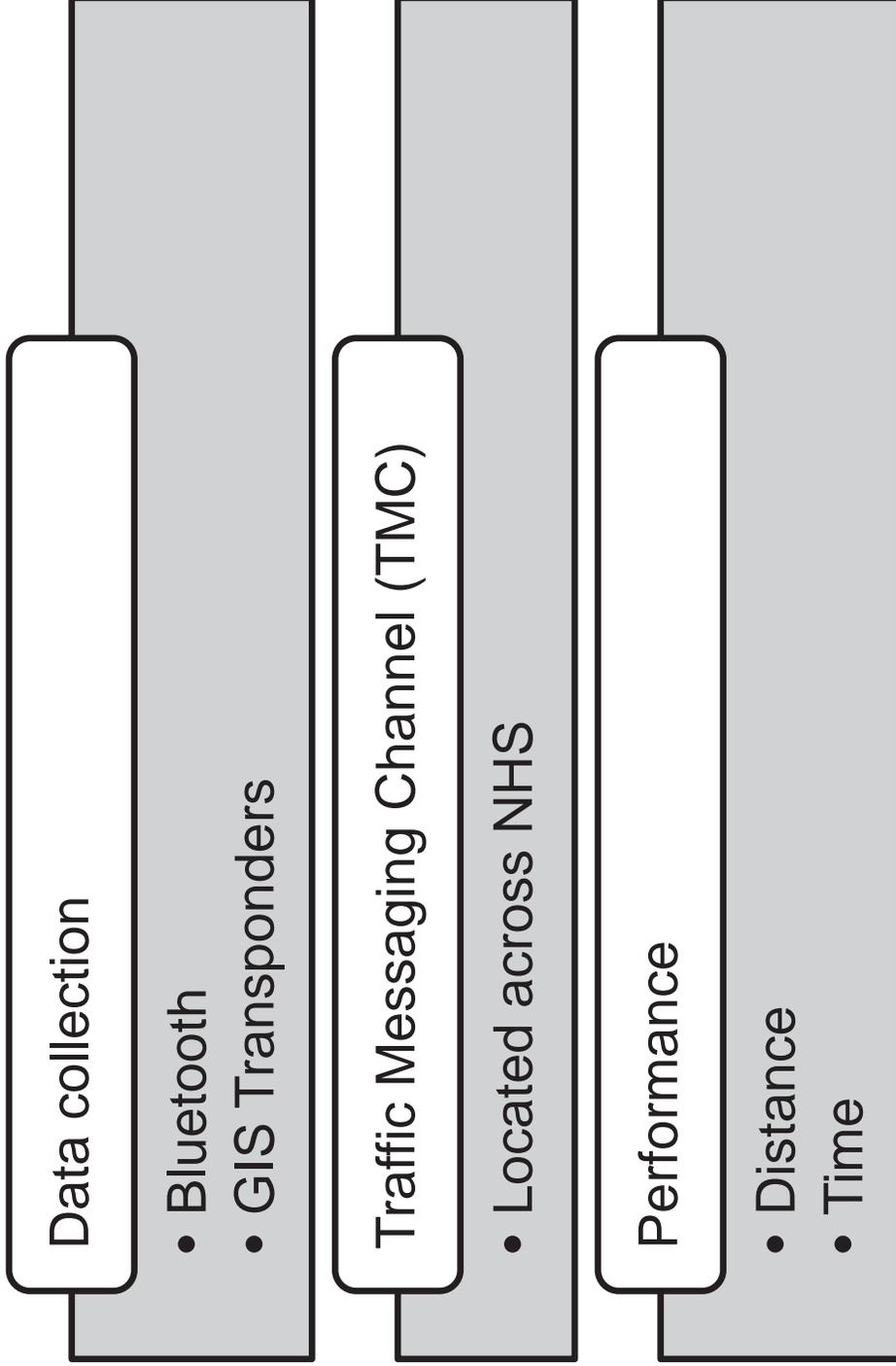
# PM III: System Performance



# PM III: Network



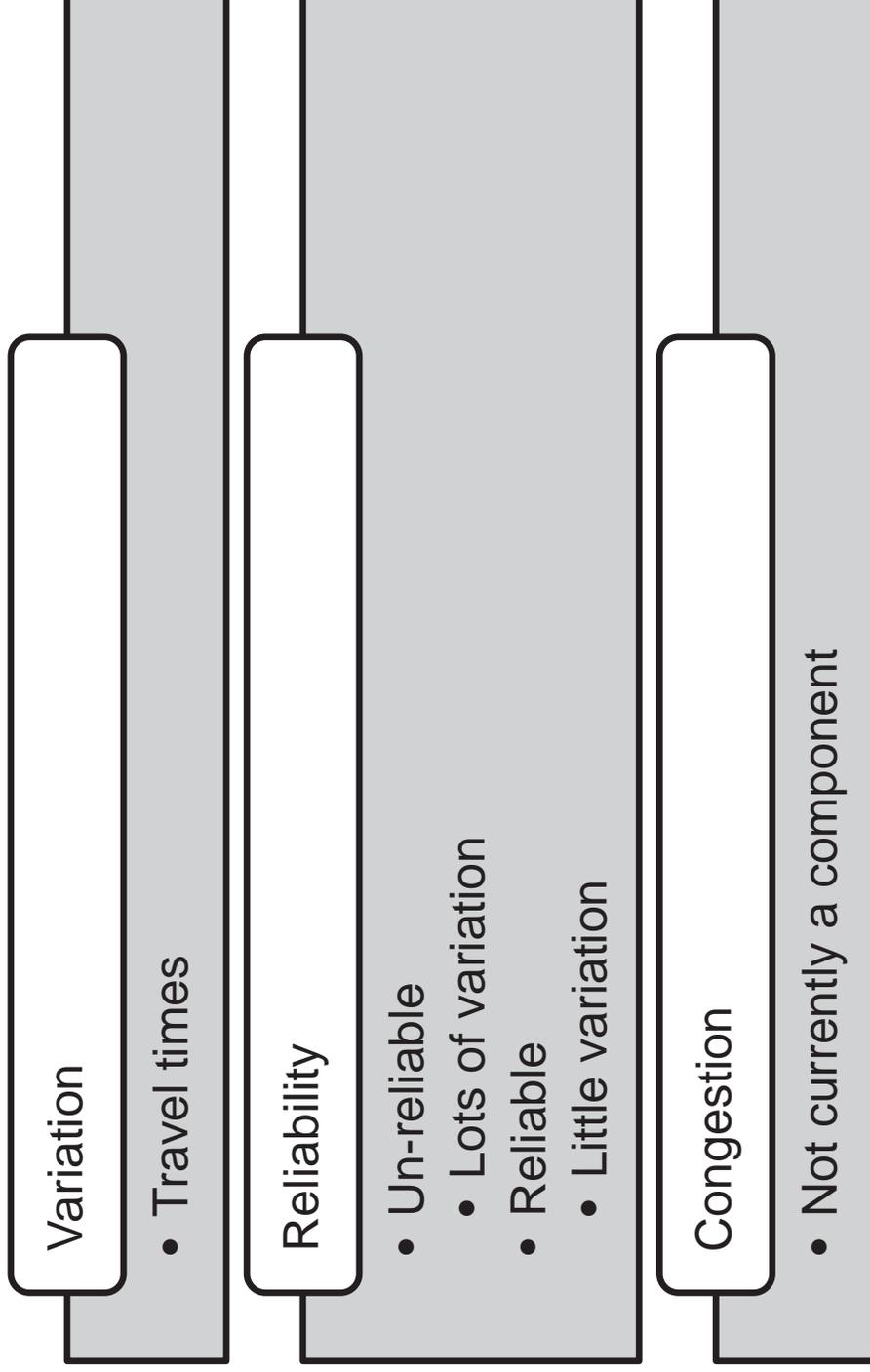
# PM III: NPMRDS Data



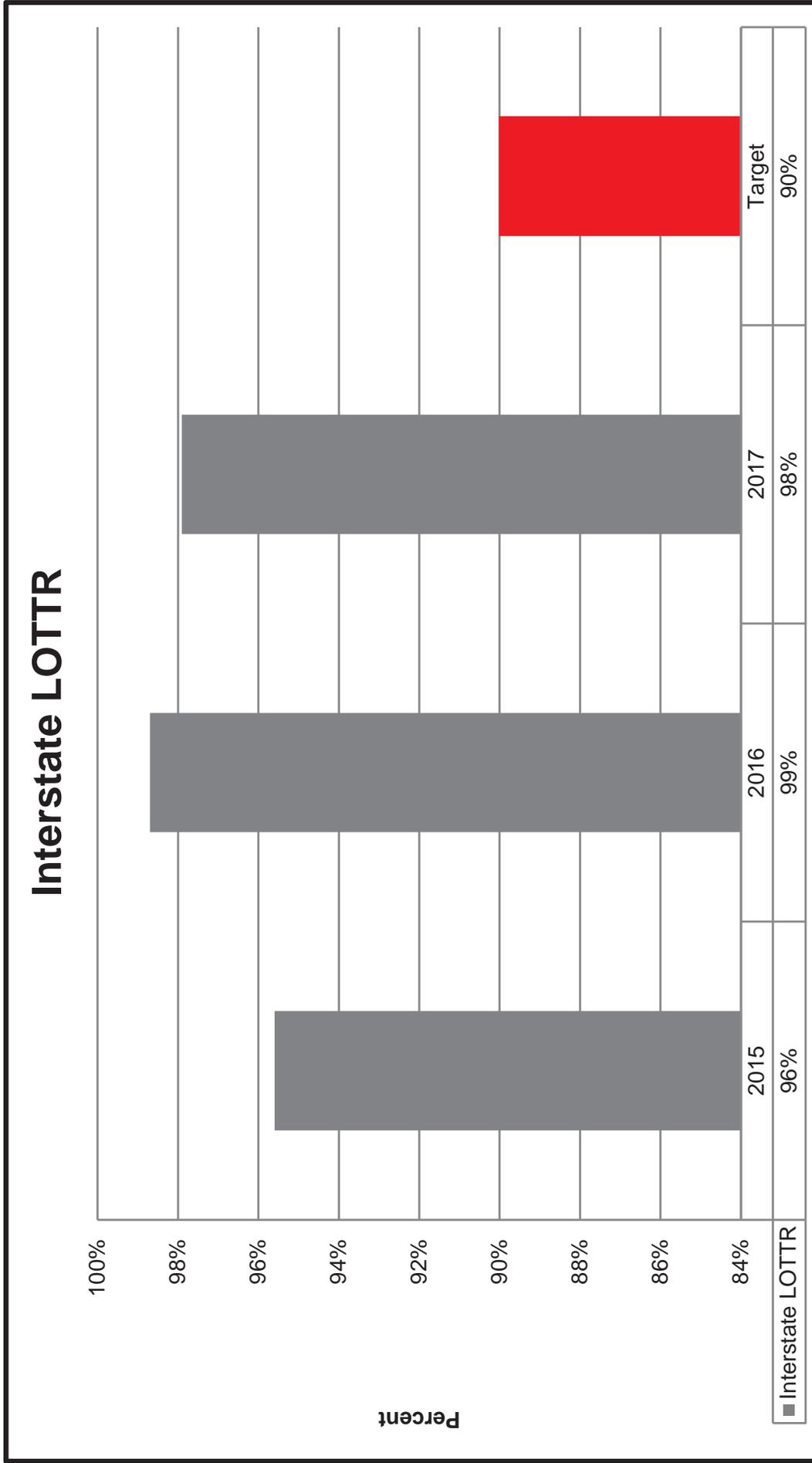
# PM III: NPMRDS Data



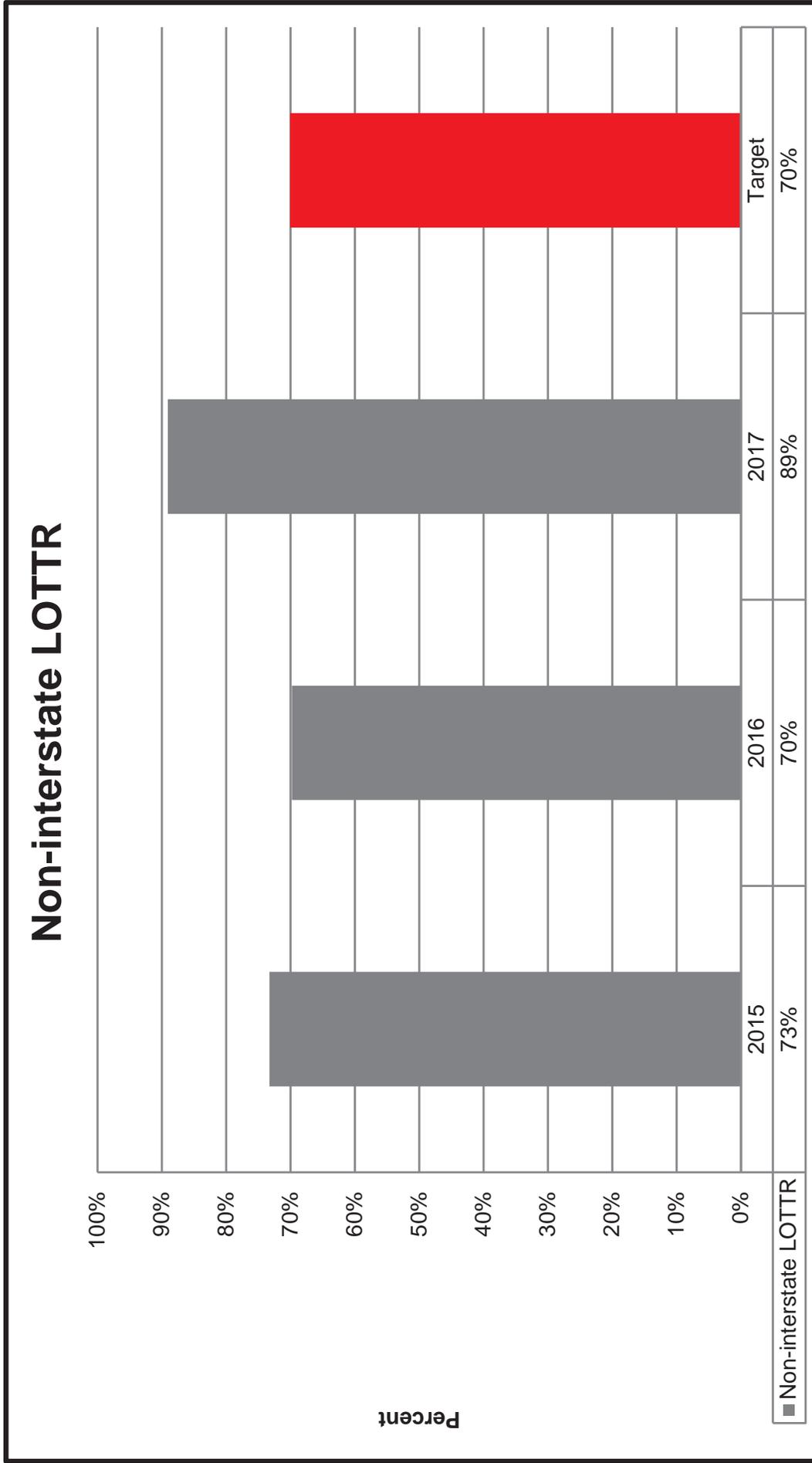
# PM III: What are we measuring?



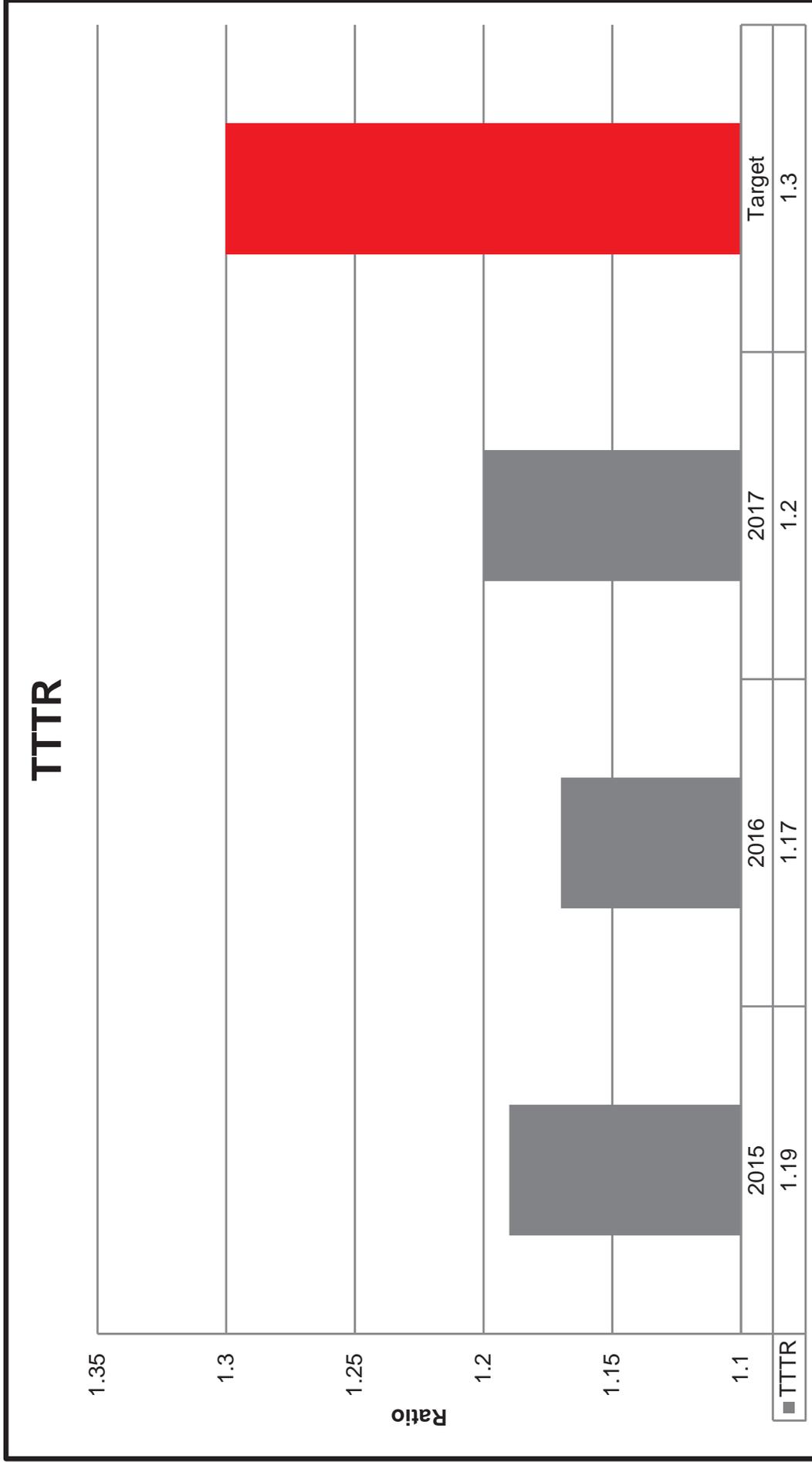
# PM III: System Performance Targets



# PM III: System Performance Targets



# PM III: System Performance Targets



# PM III: System Performance Targets

Interstate NHS Level of Travel Time Reliability	• 90%
Non-interstate NHS Level of Travel Time Reliability	• 70%
Interstate Truck Travel Time Reliability	• 1.30
Congestion Mitigation Air Quality	• 0



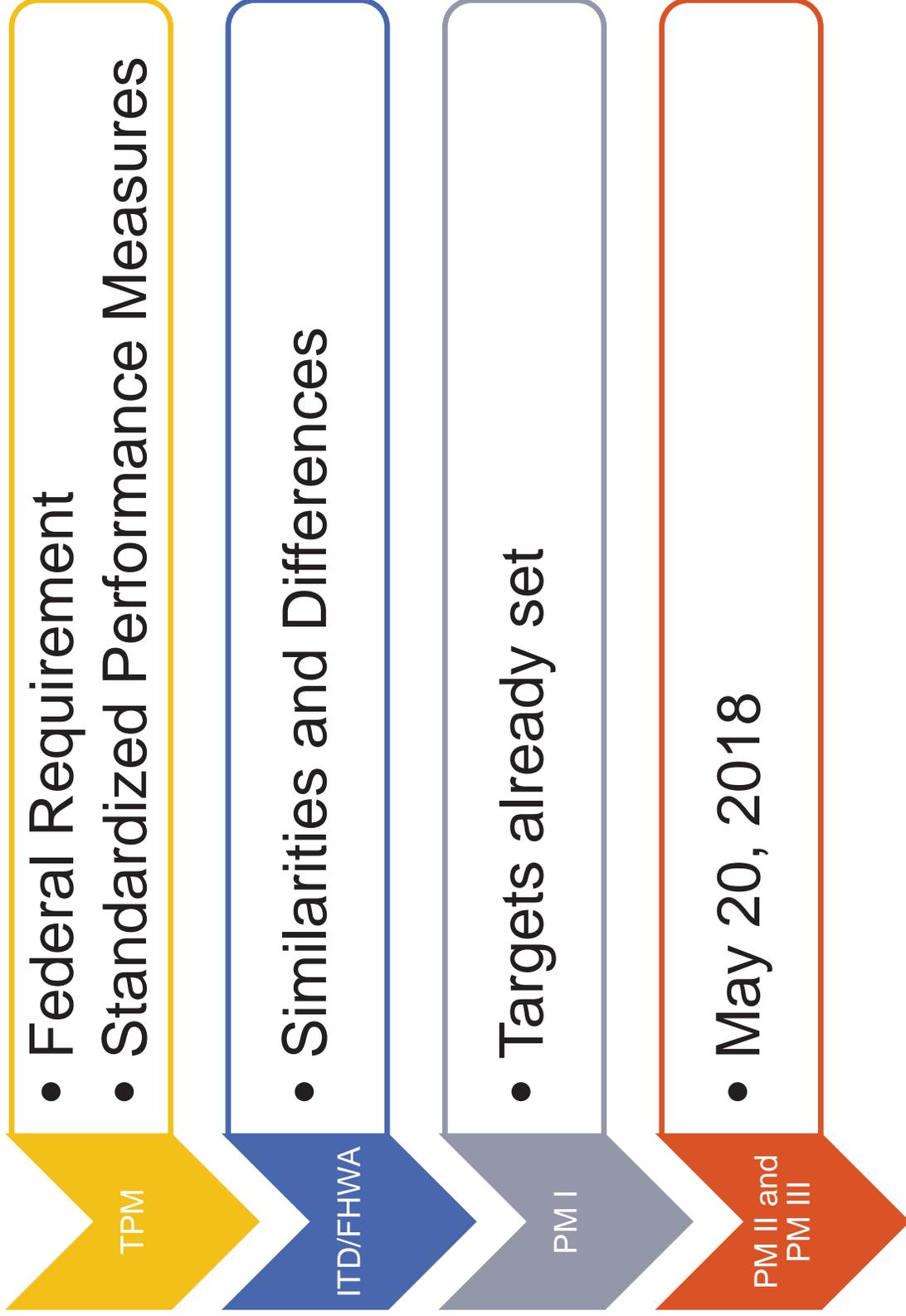
# PM III Questions?



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# TPM Wrap UP



# TPM Targets

PM	PM Criterion	ITD Target
PM I Safety	5-Year Average Number of Fatalities	188
	5-Year Fatality Rate Per 100 Million VMT	1.14
	5-Year Average Number of Serious Injuries	1,239
	5-Year Serious Injury Rate per 100 Million VMT	7.49
	5-Year Average Number of Non-Motorized Fatalities and Serious Injuries	120
PM II Pavement*	Interstate NHS Percent Good	50%
	Interstate NHS Percent Poor	4%
	Non-Interstate NHS Percent Good	50%
	Non-Interstate NHS Percent Poor	8%
	NHS Bridge Percent Good	19%
PM II Bridge*	NHS Bridge Percent Poor	3%
	Interstate NHS Level of Travel Time Reliability (LOTR)	90%
PM III Congestion*	Non-Interstate NHS Level of Travel Time Reliability (LOTTR)	70%
	Interstate Truck Travel Time Reliability (TTTR)	1.30

\*Values will be used for two and four year PM II and PM III targets





# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date 5/17/2018

Consent Item  Information Item  Amount of Presentation Time Needed 20 Minutes

Presenter's Name Ken Kanownik	Presenter's Title Planning Services Manager	Initials KJK	Reviewed By LSS
Preparer's Name Ken Kanownik	Preparer's Title Planning Services Manager	Initials KJK	BR

### Subject

Idaho Transportation Department Long-Range Transportation Plan		
Key Number	District	Route Number

### Background Information

As presented during the April Board meeting, "Idaho on the Move" is the department's current Long-Range Transportation Plan (LRTP) adopted by the Idaho Transportation Board in December of 2010. The current LRTP is a vision based planning document that unified our mission of safety, mobility and economic opportunity. The updated LRTP will serve as a vision and guidance based document that will provide high level guidance to pursue our mission over the next twenty years.

Staff will present the summary of professional workshops conducted throughout the state over the past several months. In addition, information about the baseline Technical Reports and how they will be used within the department.

### Recommendations

Staff seeks the Board's comments and concurrence on this portion of the Long Range Transportation Plan.

### Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_



# Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date May 17, 2018

Consent Item  Information Item  Amount of Presentation Time Needed 10 minutes

Presenter's Name Joel Drake	Presenter's Title Financial Manager - FP&A	Initials JD	Reviewed By
Preparer's Name Joel Drake	Preparer's Title Financial Manager - FP&A	Initials JD	

## Subject

Distribution of FY2018 Highway Infrastructure Program funds		
Key Number	District	Route Number

## Background Information

The purpose of this board item is to establish through Board Resolution the distribution of funds appropriated to Idaho under the FY2018 federal Omnibus appropriation act within the Highway Infrastructure Program.

### Background

On April 25, 2018 the Federal Highway Administration (FHWA) notified states of their apportionments in the Highway Infrastructure Program. \$1.98 billion was apportioned nationally. \$14,392,143 is Idaho's apportionment.

FY2018 funds within the Highway Infrastructure Program are unique, and are:

- one-time, sourced from General Funds appropriated in the federal FY2018 Omnibus appropriation act
- not subject to obligation limitation - 100% of funds appropriated are available for obligation
- available for obligation immediately - can be obligated anytime between 4/25/2018 and 9/30/2021
- available for expenses incurred until 09/30/2026 at which point all unexpended balances expire
- subject to the standard federal participation rates for projects; 92.27% Interstate / 92.66% Other
- limited as to project eligibilities:
  - to the construction of highways, bridges, and tunnels
  - must be on a federal-aid highway system above minor collector, local road or rural minor collector classification
- are available for project obligations by population-based areas within each state, similar to Surface Transportation Block Grant Any Area - Flex, >200K, 5K to 200K, <5K



# Board Agenda Item

Proposed Distribution of FY2018 Omnibus Appropriation, Highway Infrastructure Program funding  
FY2018 funding to the Highway Infrastructure Program requires that specified amounts be obligated on projects within specific areas of the state, is one-time, and falls outside the operational limits of existing ITD policy for the allocation of federal formula highway apportionments to local public agencies.

Staff has analyzed requirements of the federal program, available flexibility, and existing policy in developing this proposal for distribution of Highway Infrastructure Program funds appropriated in FY2018 among the following entities:

- \$ 1,701,558 (11.8%) Transportation Management Area (TMA), COMPASS, population >200K
- \$ 906,705 ( 6.3%) Urban Balancing Committee, members being; the five MPOs with 50K - 200K population, and LHTAC for populations between 5K and 50K
- \$ 906,705 ( 6.3%) LHTAC, administrator for Rural areas with populations <5K
- \$10,877,175 (75.6%) Idaho Transportation Department
- \$14,392,143 (100%) Total Distribution of FY2018 Highway Infrastructure Program funding

As project obligations are created they will identify which population-based area is being funded, to ensure that total funding obligated to each population-based area equals the program apportionment amounts shown in the following table.

### Apportionment by Areas within Idaho

APPORTIONMENT OF HIGHWAY INFRASTRUCTURE PROGRAM FUNDS FOR ACTIVITIES ELIGIBLE UNDER SECTION 133(B)(1)(A) OF TITLE 23, UNITED STATES CODE, PURSUANT TO THE DEPARTMENT OF TRANSPORTATION APPROPRIATIONS ACT, 2018, TITLE I OF DIVISION L, PUBLIC LAW 115-141					
State	Any Area (Flex)	Urbanized Areas With a Population Over 200,000 (TMA-Boise)	Areas With a Population Over 5,000 to 200,000 (Urban)	Areas With a Population 5,000 and Under (Rural)	Total
Idaho	\$6,764,307	\$1,701,558	\$3,369,288	\$2,556,990	\$14,392,143

### Recommendations

Resolution for Board consideration and approval is provided on page 196.

### Board Action

Approved     Deferred \_\_\_\_\_

Other \_\_\_\_\_

## **ALLOCATION OF FEDERAL FORMULA HIGHWAY APPORTIONMENTS TO LOCAL PUBLIC AGENCIES**

### **Purpose**

The purpose of this policy is to authorize the Director to administer the formula apportionments received by Idaho and also to annually allocate a portion for surface transportation to Local Public Agencies. The allocation is designed to retain the same proportion of funds to Local Public Agencies as received prior to the Intermodal Surface Transportation Act of 1992 and to split funds between local rural and urban jurisdictions proportionally to population and lane-miles.

### **Legal Authority**

- Idaho Code 40-310(8) – Board authority to expend funds appropriated for construction, maintenance and improvements of state highways.
- Idaho Code 40-312(2) – Authority of Board to promulgate rules for the expenditure of all moneys appropriated or allocated by law to the Department or the Board.
- Idaho Code 40-317 – Authority to enter into cooperative agreements with the federal government and local governments.

The Director shall administer the federal formula apportionments received by Idaho and shall annually allocate a portion of these apportionments for use by Local Public Agencies (LPAs) having jurisdiction over federal-aid highways. The amount is determined by applying the deductions and calculation methodology, identified as “Option B” (see supplement 4028S).

LPAs will receive an amount of Surface Transportation Program (STP) apportionments equal to 12.6% of the total annual federal formula apportionments after deductions for:

- State Planning and Research,
- Congestion Mitigation and Air Quality,
- Transportation Alternatives, and
- Recreational Trails.

Local High Priority Projects are then deducted from the 12.6% LPAs share and any adjustment for obligation limitation is applied before it is divided equally between urban and rural LPAs.

### **Distribution between Local Urban and Rural LPAs**

Available apportionments, as adjusted for obligation limitation, that are allocated to LPAs shall be divided equally between urban LPAs having jurisdiction over federal-aid highways within urban areas with a population of 5,000 or greater, and rural LPAs having jurisdiction over federal-aid highways in areas less than 5,000 population.

The funds available to urban LPAs shall be those remaining after the deduction of:

- federal funding for statewide ride-sharing coordination,

- the matching costs for the Local Technical Assistance Program Transportation Technology Transfer Center, and
- any federally required distribution of funding to a Transportation Management Area (TMA).

The funds available to rural LPAs shall be those remaining after the deduction of:

- the matching costs for the Local Technical Assistance Program Transportation Technology Transfer Center, and
- apportionments for the Surface Transportation Program Rural (STPR) Exchange Program (Board policy 4030).

The remaining funds available to rural LPAs shall be used for rural project selection under the Local Federal-Aid Incentive Program.

**Project Selection**

The director, or a delegate, shall work cooperatively with locally elected public officials, Metropolitan Planning Organizations, and the Local Highway Technical Assistance Council to formulate local jurisdiction project identification and funding recommendation procedures under the Local Federal-Aid Incentive Program which must be consistent with federal project funding regulations and guidelines.

All projects recommended for funding as a result of such procedures are subject to final approval by the Idaho Transportation Board for inclusion in the Idaho Transportation Investment Program (ITIP). Costs for any LPA project, or any phase of the project, incurred prior to inclusion of the project in the federally approved ITIP are not eligible for federal reimbursement.

**Full Use Provision**

By August 1 of each year, Urban and Rural apportionments that have not been obligated to construction on an LPA project shall be made available to other LPAs or the Department for use on other federally funded projects. Such apportionments obligated to other federal programs will no longer be available to the Urban and Rural Program for use in future years. This provision prevents the loss of federal funds in Idaho.

The total annual federal costs for LPA projects shall remain within the applicable total annual available urban or rural apportionments provided under this policy. LPA projects, which have not qualified for federal funds because the projects were not obligated by August 1 of each year, may be deferred to another year in the-ITIP, but must be funded within the urban or rural apportionments made available under this policy in the year to which the project is deferred.

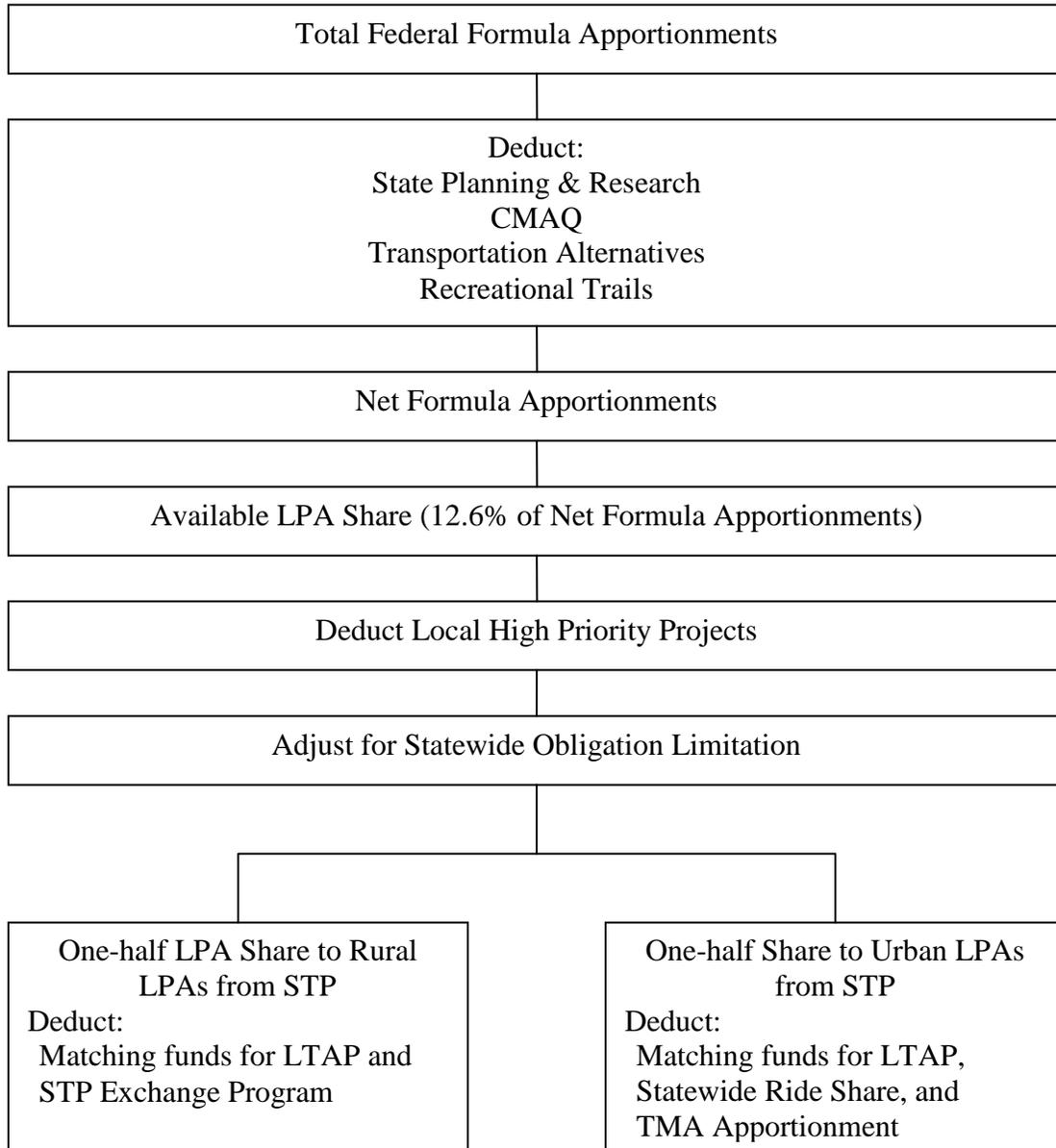
The continuation of this policy is contingent upon the continued availability of federal funding. This policy is subject to review by the Idaho Transportation Board in the event of changes in state or federal funding or related funding requirements.

Approved by the Board on:

\_\_\_\_\_  
Signed  
Jerry Whitehead  
Board Chairman

Date August 15, 2013

**LOCAL PUBLIC AGENCY SHARE OF FEDERAL HIGHWAY FUNDING**  
**Board-Established Method for Allocation of Apportionments to Local Public Agencies (LPAs)**



\* 4028 stipulates 12.6% of the total annual federal formula funding to LPAs after deductions. Local High Priority Projects are deducted from the 12.6% share before it is divided equally between urban and rural LPAs.

LPA Programs share in reduced apportionments when there is a reduction in Obligation Authority.



# Board Agenda Item

WHEREAS, the Department of Transportation Appropriations Act, 2018, title I of division L, Public Law 115-141, apportioned \$1,980,000,000 nationally for the Highway Infrastructure Program in federal fiscal year 2018 for activities eligible under section 133(b)(1)(a) of title 23, United States Code; and

WHEREAS, Idaho's federal fiscal year 2018 apportionment in the Highway Infrastructure Program is \$14,392,143; and

WHEREAS, intent of the increased funding is to target critical investments in infrastructure to boost economic growth; and

WHEREAS, it is the intent of the Transportation Board to effectively utilize all available federal funding; and

WHEREAS, Highway Infrastructure Program funding provided in federal fiscal year 2018 is available one-time, sourced from general funds appropriated in the federal FY2018 Omnibus appropriation act, is available for obligation until September 30, 2021; is limited to the construction of highways, bridges, and tunnels on a federal-aid highway system above minor collector, local road or rural minor collector classification; requires specified amounts be obligated on projects within specific population-based areas of the state, and falls outside the operational limits of existing policy for the allocation of federal formula highway apportionments to local public agencies; and

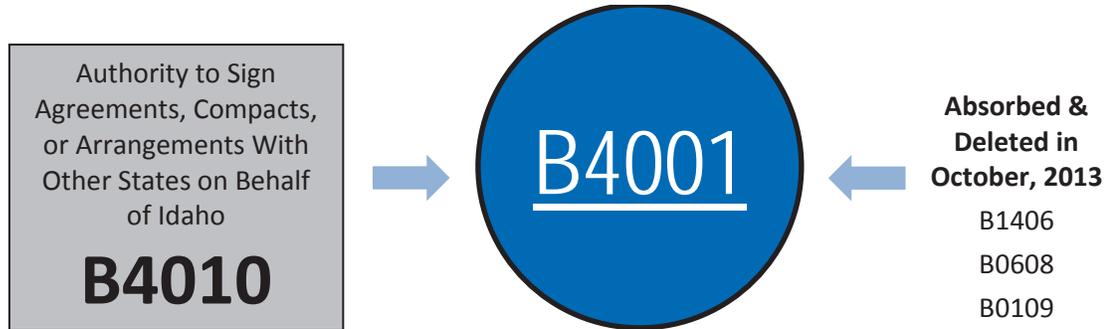
WHEREAS, staff has analyzed requirements of federal fiscal year 2018 Highway Infrastructure Program funding, available flexibility, and existing allocation policy to develop a plan for distribution that provides increased funding to all local public agencies that receive allocations of federal formula highway apportionments under existing policy;

NOW, THEREFORE BE IT RESOLVED that Idaho's \$14,392,143 apportionment of federal fiscal year 2018 Highway Infrastructure Program funding be distributed as follows:

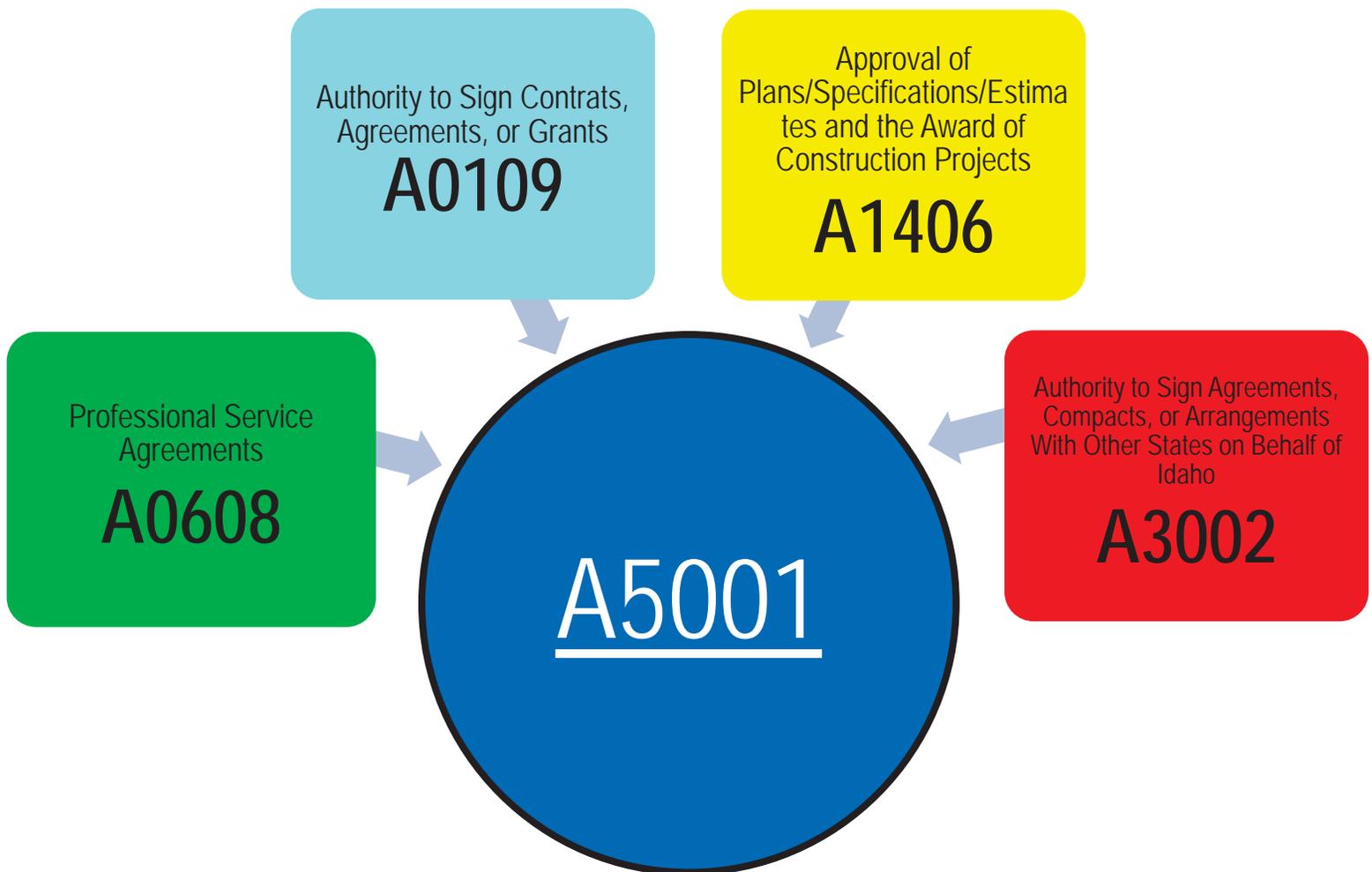
- \$ 1,701,558 (11.8%) Transportation Management Area (TMA), COMPASS, population >200K
- \$ 906,705 ( 6.3%) Urban Balancing Committee, members being; the five MPOs with 50K - 200K population, and LHTAC for populations between 5K and 50K
- \$ 906,705 ( 6.3%) LHTAC, administrator for Rural areas with populations <5K
- \$10,877,175 (75.6%) Idaho Transportation Department
- \$14,392,143 (100%) Total Distribution of FY2018 Highway Infrastructure Program funding

# B4001 and A4001 Policy Changes

April 2018 Board Meeting



## Absorb & Delete:





**AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, AND GRANTS  
AND REQUIREMENT TO REPORT CERTAIN CONTRACTS**

**Purpose**

This policy delegates Idaho Transportation Board authority for signing and executing contracts to the Director, thereby allowing for the day-to-day operation of the Idaho Transportation Department. This policy also designates limits and controls for staff authority regarding contracts, agreements, and grants. Additionally, this policy establishes reporting requirements for the award of construction contracts and non-construction professional service agreements so the Board can monitor contract performance.

**Legal Authority**

The Department shall be responsible for managing contracts, agreements, and grants in accordance with:

Idaho Code 21-108 – Authority of the Board to enter into contract for Aeronautic facilities as prescribed by the federal authorities.

~~Idaho Code 49-201(2) – DMV Agreements~~

~~Idaho Code 40-309(1) – Board authority to contract fully in the name of the state.~~

~~Idaho Code 40-309(2) – Contract fully in the name of the state with respect to the rights, powers and duties vested in the Board by Title 40.~~

Idaho Code 40-309(1)(2) – Board authority to contract fully in the name of the state with respect to the rights, powers and duties vested in the Board by Title 40.

~~Idaho Code 40-310(7) – Assigning the Board authority to approve the final plans, specifications, and estimates for state highways and cause contracts for state highways work to be let by contract in the manner provided by law.~~

~~Idaho Code 40-312(2) – Assigning the Board to make rules and regulations for the expenditure of all moneys appropriated or allocated to it. Board authority to make rules and regulations for the expenditure of all moneys appropriated or allocated to it. Board authority to cooperate with counties and highway districts to establish a uniform system of accounting in the expenditure and allocate funds to counties and highway districts as necessary in the construction and maintenance of respective highways.~~

~~Idaho Code 40-505 – The Director has such authority as is delegated by the Board. The Director shall be the technical and administrative officer of the board and under the board's control, supervision and direction, shall have general supervision and control of all activities, functions and employees of the department. The Director shall enforce all provisions of the laws of the state relating to the department, the rules and regulations of the board, and shall exercise all necessary incidental powers.~~

Idaho Code 40-902 – Procedure for letting typical contracts (not design-build contracts) for the construction of state highways and bridges.

Idaho Code 40-904 – Statutory requirements for design-build contracts for the construction of state highways and bridges.

- 41 Idaho Code 40-905 – Procedure for the department to select construction manager/general  
42 contractor firms to award contracts for highway projects.
- 43 ~~Idaho Code 67-2320 – Professional service contracts with design professionals, construction  
44 managers, and professional land surveyors must be based upon a qualifications based selection.~~
- 45 Idaho Code 49-201(1)(2) – Board authority to enter into agreements, compacts or  
46 arrangements with other jurisdictions on behalf of Idaho for the purpose of conforming  
47 procedures for proportional registration of commercial vehicles and other types of reciprocal  
48 agreements.
- 49 Idaho Code 67-5711 – Construction, Alternations, Equipping, Furnishing and Repairing of  
50 Public Buildings and Works. The Director of the Department of Administration is authorized  
51 to secure all plans and specifications for, to let all contracts for, and to have charge of and  
52 supervision of the construction, alteration, equipping and furnishing, repair, maintenance (other  
53 than preventative maintenance) of all state buildings when such work exceeds the sum of one  
54 hundred thousand dollars (\$100,000) for labor, materials and equipment (not including design  
55 costs, bid advertising and related bidding expenses).
- 56 ~~Idaho Code 67-5717~~ Powers and duties of the administrator of the Division of Purchasing  
57 (Department of Administration) which shall acquire all services for state agencies by  
58 competitive bid awarded to the lowest responsible bidder.
- 59 ~~Idaho Code 67-5716 thru 5718~~ Definitions and powers and duties of the administrator of the  
60 Division of Purchasing (Department of Administration) and Requisition for Property – Notice –  
61 Form – Guarantee – Procedure for Bidding.
- 62 Idaho Code 67-9203 – Definition of terms used in contracts and agreements in the State  
63 Procurement Act as administered by the Department of Administration.
- 64 Idaho Code 67-9205 – Powers and duties of the Administrator for the Division of Purchasing  
65 (Department of Administration) regarding state purchases and contracts not made under the  
66 Board’s contracting authority.
- 67 Idaho Code 67-9206 – Division of Purchasing Administrator may delegate Title 67 state  
68 contract and purchasing authority to an agency employee who demonstrates sufficient  
69 competence in procurement to satisfy the administrator.
- 70 Idaho Code 67-9208 through 9224 – Uniform procurement and contracting procedures and  
71 processes to acquire all services and property not procured by the Board under Title 40 of the  
72 Idaho Code. The statutes require competitive bidding and that contracts be awarded to the  
73 lowest responsible bidder.
- 74 ~~40 U.S.C. sections 1101 through 1104 (The Brooks Act (formerly 40 USC 541 through 544)) –~~  
75 ~~Requires qualification based selection for contracting engineering and architectural services.~~
- 76 40 U.S.C. sections 1101 through 1104 – Commonly referred to as The Brooks Act (formerly  
77 40 USC 541 through 544) – Requires qualification-based selection for contracting engineering  
78 and architectural services to include definitions, selection procedures and negotiations to  
79 contract for architectural and engineering services.
- 80 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit requirements  
81 for Federal Awards – In the absence of specific federal requirements, procurement will follow

82 normal competitive bidding and award to lowest responsible bidder procurement laws.

83 23 CFR Part 172 – Defines methods of procurement when federal funds are involved; need to  
84 use qualifications-based selection matters for engineering and design-related services in the  
85 same manner as a contract for architectural and engineering services under the Brooks Act  
86 (formerly 40 United States Code sections 541 thru 544).

87 23 CFR Part 230 – External Programs, Subpart A: Equal Employment Opportunity on Federal  
88 and Federal-Aid Construction Contracts (including Supportive Services).

89 48 CFR Part 31 – Federal acquisitions regulations system governing procurement when federal  
90 funding is involved.

91 ~~49 CFR Part 18 – U.S. Dept. of Transportation subtitle – Uniform Administration~~  
92 ~~Requirements for Grants and Cooperative Agreements to State and Local Governments.~~  
93 ~~Reserved by 79 FR 76050.~~

#### 94 **Delegated Authority**

95 The Director or delegate shall approve contracts, agreements, and grants, and is authorized to  
96 sign all contracts, agreements, and grants required for the proper functioning of the Idaho  
97 Transportation Department. Signing authority may be delegated to Executive Officers, Division  
98 Administrators, District Engineers, and Section Managers when acting within their jurisdictional  
99 duties. Any authority so delegated shall conform to all applicable laws, rules, and regulations.  
100 Such authority shall not be exercised by the delegate in the event of a conflict of interest or if  
101 apparent personal gain is evidenced.

#### 102 **Legal Review**

103 All Department documents of a contractual nature must be in accordance with federal and state  
104 laws, and must be ~~approved~~ reviewed by the Department’s Legal section. The Legal section shall  
105 ~~approve~~ review all negotiated contracts or agreements, except for right of way agreements and  
106 standard formatted agreements that have been previously reviewed by the Legal section.  
107 Standard Department contract templates ~~shall be approved “as to form” before being printed and~~  
108 need not be re-submitted, unless the standard contract template is revised.

#### 109 **Log or Register of Contracts, Agreement and Grants**

110 The Director shall instruct originating offices to maintain a log or register of their respective  
111 contracts, agreements, or grants.

#### 112 **Professional Service Agreements**

113 The Director is authorized to seek necessary professional services outside the Idaho  
114 Transportation Department when the required services are not available within the Department.

115 Selection of professional service firms shall follow federal guidelines when the services involve  
116 federal funds. The Department shall establish internal procedures to ensure complete  
117 compliance. Procedures for non-federal-aid professional service agreements shall also conform  
118 to state statutes and fiscal controls.

119 The Director or a delegate is authorized to approve:

- 120 • Routine engineering and right of way agreements between the Department and any public  
121 agency or private firm that do not exceed, nor are expected to exceed, a total amount to be  
122 paid of \$1,000,000. Supplemental agreements, including the original agreement, that would  
123 bring the Department’s obligation to more than \$1,000,000 require Board approval.

124  
 125 ~~Routine engineering agreements between the Department and any public agency or private~~  
 126 ~~firm that do not exceed, nor are expected to exceed, the total amount identified in the Idaho~~  
 127 ~~Transportation Investment Program for professional services.~~  
 128

- 129 • Non-routine professional agreements that do not exceed, nor are expected to exceed, a total  
 130 amount to be paid of \$50,000. Supplements that would bring the Department's obligation  
 131 to more than \$50,000 require Board approval.

132 Term agreement procedures allow consultants to be pre-qualified and approved to perform  
 133 services on immediate notice. Task agreements are initiated as part of a term agreement, and  
 134 are for specific, well-defined, and narrow-focused work. The Director or a delegate is  
 135 authorized to approve task agreements that do not exceed, nor are expected to exceed,  
 136 \$500,000. Task agreements that exceed \$500,000 and task agreements whose cumulative costs  
 137 relating to a specific project or two-year term agreement that would bring the Department's  
 138 obligation to more than \$1,500,000 require Board approval.

139 All agreements and supplemental agreements shall conform with the other provisions of this  
 140 policy.

#### 141 **Requirement to Report Construction Contracts**

142 The Director, or a delegate, shall approve plans, specifications, estimates, advertisements, and  
 143 awards for current-year construction projects listed in the Board-approved Idaho Transportation  
 144 Investment Program (ITIP).

145 The Board shall be advised monthly of:

- 146 • all ITIP professional services that were used during the preceding month;
- 147 • all ITIP project advertisement and bid opening dates;
- 148 • the obligation status for the current fiscal year program ~~in the monthly financial~~  
 149 ~~statement~~; and
- 150 • the bid status of highway projects;

151 The Board shall approve

- 152 • the justification for awarding or rejecting contracts when the bid exceeds the engineer's  
 153 estimate by more than ten percent (10%); or
- 154 • bids that exceed the Engineer's estimate by more than 2 million dollars.

#### 155 **Requirement to Report Non-Construction Professional Service Agreements**

156 Each month the Chief Administrative Officer shall report to the Board all non-construction  
 157 professional service agreements entered into by the Department during the previous month. The  
 158 report may be included in the monthly consent items reviewed by the Board.

159

160 Approved by the Board on:

161

162 \_\_\_\_\_ Date \_\_\_\_\_

163 Jerry Whitehead

164 Board Chairman



## **AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, AND GRANTS AND REQUIREMENT TO REPORT CERTAIN CONTRACTS**

### **Purpose**

This policy delegates Idaho Transportation Board authority for signing and executing contracts to the Director, thereby allowing for the day to day operation of the Idaho Transportation Department. This policy also designates limits and controls for staff authority regarding contracts, agreements, and grants. Additionally, this policy establishes reporting requirements for the award of construction contracts and non-construction professional service agreements so the Board can monitor contract performance.

### **Legal Authority**

The Department shall be responsible for managing contracts, agreements, and grants in accordance with:

[Idaho Code 21-108](#) – Authority of the Board to enter into contract for Aeronautic facilities as prescribed by the federal authorities.

[Idaho Code 40-309\(1\)\(2\)](#) – Board authority to contract fully in the name of the state with respect to the rights, powers and duties vested in the Board by Title 40.

[Idaho Code 40-310\(7\)](#) – Board authority to approve the final plans, specifications, and estimates for state highways and cause contracts for state highways work to be let by contract in the manner provided by law.

[Idaho Code 40-312\(2\)](#) – Board authority to make rules and regulations for the expenditure of all moneys appropriated or allocated to it. Board authority to cooperate with counties and highway districts to establish a uniform system of accounting in the expenditure and allocate funds to counties and highway districts as necessary in the construction and maintenance of respective highways.

[Idaho Code 40-505](#) – The Director shall be the technical and administrative officer of the board and under the board's control, supervision and direction, shall have general supervision and control of all activities, functions and employees of the department. The Director shall enforce all provisions of the laws of the state relating to the department, the rules and regulations of the board, and shall exercise all necessary incidental powers.

[Idaho Code 40-902](#) – Procedure for letting typical contracts (not design-build contracts) for the construction of state highways and bridges.

[Idaho Code 40-904](#) – Statutory requirements for design-build contracts for the construction of state highways and bridges.

[Idaho Code 40-905](#) – Procedure for the department to select construction manager/general contractor firms to award contracts for highway projects.

[Idaho Code 49-201\(1\)\(2\)](#) – Board authority to enter into agreements, compacts or arrangements with other jurisdictions on behalf of Idaho for the purpose of conforming procedures for proportional registration of commercial vehicles and other types of reciprocal agreements.

Idaho Code 67-5711 – Construction, Alternations, Equipping, Furnishing and Repairing of Public Buildings and Works. The Director of the Department of Administration is authorized to secure all plans and specifications for, to let all contracts for, and to have charge of and supervision of the construction, alteration, equipping and furnishing, repair, maintenance (other than preventative maintenance) of all state buildings when such work exceeds the sum of one hundred thousand dollars (\$100,000) for labor, materials and equipment (not including design costs, bid advertising and related bidding expenses).

[Idaho Code 67-9203](#) – Definition of terms used in contracts and agreements in the State Procurement Act as administered by the Department of Administration.

[Idaho Code 67-9205](#) – Powers and duties of the Administrator for the Division of Purchasing (Department of Administration) regarding state purchases and contracts not made under the Board’s contracting authority.

[Idaho Code 67-9206](#) – Division of Purchasing Administrator may delegate Title 67 state contract and purchasing authority to an agency employee who demonstrates sufficient competence in procurement to satisfy the administrator.

[Idaho Code 67-9208 through 9224](#) – Uniform procurement and contracting procedures and processes to acquire all services and property not procured by the Board under Title 40 of the Idaho Code. The statutes require competitive bidding and that contracts be awarded to the lowest responsible bidder.

40 U.S.C. sections 1101 through 1104 – Commonly referred to as The Brooks Act (formerly 40 USC 541 through 544) – Requires qualification-based selection for contracting engineering and architectural services to include definitions, selection procedures and negotiations to contract for architectural and engineering services.

[2 CFR 200](#) – Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards – In the absence of specific federal requirements, procurement will follow normal competitive bidding and award to lowest responsible bidder procurement laws.

23 CFR Part 172 – Defines methods of procurement when federal funds are involved; need to use qualifications-based selection matters for engineering and design related services in the same manner as a contract for architectural and engineering services under the Brooks Act (formerly 40 United States Code sections 541 thru 544).

[23 CFR Part 230](#) – External Programs, Subpart A: Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including Supportive Services).

48 CFR Part 31 – Federal acquisitions regulations system governing procurement when federal funding is involved.

### **Delegated Authority**

The Director or delegate shall approve contracts, agreements, and grants, and is authorized to sign all contracts, agreements, and grants required for the proper functioning of the Idaho Transportation Department. Signing authority may be delegated to Executive Officers, Division Administrators, District Engineers, and Section Managers when acting within their jurisdictional duties. Any authority so delegated shall conform to all applicable laws, rules, and regulations. Such authority shall not be exercised by the delegate in the event of a conflict of interest or if apparent personal gain is evidenced.

**Legal Review**

All Department documents of a contractual nature must be in accordance with federal and state laws, and must be reviewed by the Department's Legal section. The Legal section shall review all negotiated contracts or agreements, except for right of way agreements and standard formatted agreements that have been previously reviewed by the Legal section. Standard Department contract templates need not be re-submitted, unless the standard contract template is revised.

**Log or Register of Contracts, Agreement and Grants**

The Director shall instruct originating offices to maintain a log or register of their respective contracts, agreements, or grants.

**Professional Service Agreements**

The Director is authorized to seek necessary professional services outside the Idaho Transportation Department when the required services are not available within the Department.

Selection of professional service firms shall follow federal guidelines when the services involve federal funds. The Department shall establish internal procedures to ensure complete compliance. Procedures for non-federal-aid professional service agreements shall also conform to state statutes and fiscal controls.

The Director or a delegate is authorized to approve:

- Routine engineering and right of way agreements between the Department and any public agency or private firm that do not exceed, nor are expected to exceed, a total amount to be paid of \$1,000,000. Supplemental agreements, including the original agreement, that would bring the Department's obligation to more than \$1,000,000 require Board approval.
- Non-routine professional agreements that do not exceed, nor are expected to exceed, a total amount to be paid of \$50,000. Supplements that would bring the Department's obligation to more than \$50,000 require Board approval.

Term agreement procedures allow consultants to be pre-qualified and approved to perform services on immediate notice. Task agreements are initiated as part of a term agreement, and are for specific, well-defined, and narrow-focused work. The Director or a delegate is authorized to approve task agreements that do not exceed, nor are expected to exceed, \$500,000. Task agreements that exceed \$500,000 and task agreements whose cumulative costs relating to a specific project or two-year term agreement that would bring the Department's obligation to more than \$1,500,000 require Board approval.

All agreements and supplemental agreements shall conform with the other provisions of this policy.

**Requirement to Report Construction Contracts**

The Director, or a delegate, shall approve plans, specifications, estimates, advertisements, and awards for current-year construction projects listed in the Board-approved Idaho Transportation Investment Program (ITIP).

The Board shall be advised monthly of:

- all ITIP professional services that were used during the preceding month;
- all ITIP project advertisement and bid opening dates;

- the obligation status for the current fiscal year; and
- the bid status of highway projects;

The Board shall approve

- the justification for awarding or rejecting contracts when the bid exceeds the engineer's estimate by more than ten percent (10%); or
- bids that exceed the Engineer's estimate by more than 2 million dollars.

**Requirement to Report Non-Construction Professional Service Agreements**

Each month the Chief Administrative Officer shall report to the Board all non-construction professional service agreements entered into by the Department during the previous month. The report may be included in the monthly consent items reviewed by the Board.

Approved by the Board on:

Date \_\_\_\_\_

\_\_\_\_\_  
Jerry Whitehead  
Board Chairman

**~~AUTHORITY TO SIGN AGREEMENTS, COMPACTS, OR  
ARRANGEMENTS WITH OTHER STATES ON BEHALF OF IDAHO~~**

**Purpose**

The purpose of this policy is to distinguish Division of Motor Vehicles (DMV) agreements with other states from the other types of agreements that Idaho Transportation Department (ITD) enters into during the course of business. This policy establishes the subjects that are appropriate for DMV agreements and authorizes the Director or a designee to sign such agreements.

**Legal Authority**

~~Idaho Code 49-201(2). The Board may enter into agreements with other jurisdictions for the purpose of conforming procedures for proportional registration of commercial vehicles and other types of reciprocal agreements.~~

~~The Department Director or a designee is authorized to sign agreements, compacts or arrangements on behalf of Idaho for vehicle reciprocity, disability parking reciprocity, driver license reciprocity, over legal permits, and other reciprocal agreements relating to the movement of vehicles if the agreement provides for equitable treatment of the citizens of Idaho by the other participating jurisdiction(s).~~

\_\_\_\_\_  
Approved by the Board on:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date February 20, 2013

Jerry Whitehead  
Board Chairman



1  
2 **AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, AND GRANTS**  
3 **AND REQUIREMENT TO REPORT CERTAIN CONTRACTS**  
4

5 **Purpose**

6 This policy implements Board Policy 4001 concerning the authority to sign contracts, agreements, and  
7 grants, and the requirement to report certain contracts.  
8

9 **Legal Authority**

10 The Department shall be responsible for managing contracts, agreements, and grants in accordance with:

11 Idaho Code 21-108 – Authority of the Board to enter into contract for Aeronautic facilities as prescribed  
12 by the federal authorities.

13 Idaho Code 40-309(1)(2) – Board authority to contract fully in the name of the state with respect to the  
14 rights, powers and duties vested in the Board by Title 40.

15 Idaho Code 40-310(7) –Board authority to approve the final plans, specifications, and estimates for  
16 state highways and cause contracts for state highways work to be let by contract in the manner provided  
17 by law.

18 Idaho Code 40-312(2) –Board authority to make rules and regulations for the expenditure of all moneys  
19 appropriated or allocated to it. Board authority to cooperate with counties and highway districts to  
20 establish a uniform system of accounting in the expenditure and allocate funds to counties and highway  
21 districts as necessary in the construction and maintenance of respective highways.

22 Idaho Code 40-505 –The Director shall be the technical and administrative officer of the board and  
23 under the board’s control, supervision and direction, shall have general supervision and control of all  
24 activities, functions and employees of the department. The Director shall enforce all provisions of the  
25 laws of the state relating to the department, the rules and regulations of the board, and shall exercise all  
26 necessary incidental powers.

27 Idaho Code 40-902 – Procedure for letting typical contracts (not design-build contracts) for the  
28 construction of state highways and bridges.

29 Idaho Code 40-904 – Statutory requirements for design-build contracts for the construction of state  
30 highways and bridges.

31 Idaho Code 40-905 – Procedure for the department to select construction manager/general contractor  
32 firms to award contracts for highway projects.

33 Idaho Code 49-201(1)(2) – Board authority to enter into agreements, compacts or arrangements with  
34 other jurisdictions on behalf of Idaho for the purpose of conforming procedures for proportional  
35 registration of commercial vehicles and other types of reciprocal agreements.

Idaho Code 67-5711 – Construction, Alterations, Equipping, Furnishing and Repairing of Public buildings and works. The Director of the Department of Administration is authorized to secure all plans and specifications for, to let all contracts for, and to have charge of and supervision of the construction, alteration, equipping and furnishing, repair, maintenance (other than preventative maintenance) of all state buildings when such work exceeds the sum of one hundred thousand dollars (\$100,000) for labor, materials and equipment (not including design costs, bid advertising and related bidding expenses).

Idaho Code 67-9203 - Definition of terms used in contracts and agreements in the State Procurement Act as administered by the Department of Administration.

Idaho Code 67-9205 – Powers and duties of the Administrator for the Division of Purchasing (Department of Administration) regarding state purchases and contracts not made under the Board’s contracting authority.

Idaho Code 67-9206 – Division of Purchasing Administrator may delegate Title 67 state contract and purchasing authority to an agency employee who demonstrates sufficient competence in procurement to satisfy the administrator.

Idaho Code 67– 9208 through 9224 – Uniform procurement and contracting procedures and processes to acquire all services and property not procured by the Board under Title 40 of the Idaho Code. The statutes require competitive bidding and that contracts be awarded to the lowest responsible bidder.

40 U.S.C. sections 1101 through 1104 – Commonly referred to as the Brooks Act (formerly 40 USC 541 through 544) – Requires qualification-based selection for contracting engineering and architectural services to include definitions, selection procedures and negotiations to contract for architectural and engineering services.

2 CFR 200– Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards. In the absence of specific federal requirements, procurement will follow normal competitive bidding and award to lowest responsible bidder procurement laws.

23 CFR Part 172 – Regulations governing the procurement, management, and administration of engineering and design related services in the same manner as procurement for architectural and engineering services under the Brooks Act (formerly 40 United States Code sections 541 thru 544).

23CFR Part 230 – External Programs, Subpart A: Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including Supportive Services).

48 CFR Part 31 – Federal acquisitions regulations system governing procurement when federal funding is involved.

## **I. GENERAL CONDITIONS**

All contracts, agreements, or grants shall conform to department policies and procedures for federal and state laws. Executive Officers, Division Administrators, District Engineers, and Section Managers, by the stipulations of this policy, may sign contracts, agreements, or grants that are in the best interests of the public, and for the proper functioning of the Idaho Transportation Department. The Chief Administrative Officer is responsible for department conformance procedures.

All contracts, agreements, or grants require:

**Financial Review and Approval**

Before signing a department contract or agreement that expends funds, the signing authority shall confirm that funds are available to meet the terms of agreement. Charges and cost distribution for payments shall be according to instructions issued by the Financial Services section. When the contract or agreement is completed, Financial Services shall also be notified of all capital leases and proper budgetary approval shall be obtained.

Prior to applying for grants over \$10,000, approval from the Division of Financial Management (DFM) shall be obtained. This approval shall be coordinated through the Financial Planning and Analysis Office.

**Equal Opportunity/Affirmative Action**

All contracts, agreements, or grants shall ensure that all persons are treated fairly and equitably, with no regard to race, color, religion, sex, national origin, age, or disability. Good faith efforts shall be made to achieve Idaho's annual participation goals for qualified disadvantaged business enterprises (DBE).

**Changes to the Provisions or Terms**

Changes to the provisions or terms should be handled similar to establishing a new contract, agreement, or grant or in accordance with applicable procedures.

**II. IDAHO TRANSPORTATION INVESTMENT PROGRAM (ITIP) CONTRACTS AND AGREEMENTS****Project Construction Work**

Plans, Specifications and Estimate (PS&E) shall be approved by District Engineer or delegate prior to bidding and advertisement by the Contracting Services section. Project advertisement and award shall be approved by Contracting Services Engineer. The Appropriate Division Administrator or a delegate may sign contracts for construction work on State Highway System projects and Local Public Agency projects approved by the Transportation Board.

**Professional Service Agreements and Right of Way Agreements**

Professional services are defined as engineering (i.e. material inspection, bridge inspection, construction inspection, design, environmental, archaeological, geotechnical engineering, transportation planning, research, public involvement, and information technology engineering), architectural, legal, accounting, claim analysis, auditing, and right of way services where negotiating the price is the accepted practice of the profession.

All professional service agreements are required to be procured through Qualifications Based Selection Procedures (excluding Right of Way services) . Professional service agreements shall be processed through Consultant Services in the Contracting Services section. Professional service agreements for local public agency (LPA) federal-aid projects shall be processed according to the Guidelines for Local Public Agency Projects and noted legal authority within this policy.

115 All right of way agreements shall be initiated by and processed through the headquarters Right of Way  
116 section.

117 Routine engineering between the Department and any public agency or private firm that do not exceed,  
118 nor are expected to exceed, a total amount to be paid of \$1,000,000 shall be approved by the District  
119 Engineer, appropriate Division Administrator or delegate. Supplemental agreements, including the  
120 original agreements, that would bring the Department's obligation to more than \$1,000,000 require Board  
121 approval. Routine right of way agreements must follow these agreement limits however approval for  
122 agreements totaling up to \$1,000,000 is limited to appropriate Division Administrator or delegate.

123 Non-routine professional agreements that do not exceed, nor are expected to exceed, a total amount to be  
124 paid of \$50,000 shall be approved by the District Engineer, appropriate Division Administrator or  
125 delegate. Supplements that would bring the Department's obligation to more than \$50,000 require Board  
126 approval.

### 127 **State/Local Agreements**

128 Agreements with local government entities for projects off the State Highway System shall be called  
129 State/Local Agreements. They shall be initiated and administered by the Districts or LHTAC and  
130 processed by the Contracting Services section.

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132 Agreements for the Transportation Alternatives projects, Scenic Byways projects, and other projects  
133 administered by the district shall be recommended by the District Engineer or a delegate and approved by  
134 the appropriate Division Administrator or a delegate. Agreements for projects administered by the Local  
135 Highway Technical Assistance Council (LHTAC) and Ada County Highway District (ACHD) shall be  
136 approved by the appropriate Division Administrator or a delegate.

### 137 **Cooperative Agreements**

138 Agreements with local government entities for projects or activities other than locally sponsored projects  
139 shall be called Cooperative Agreements. These agreements shall be initiated by Districts or at the  
140 headquarters offices and shall be processed by the Contracting Services section. The agreements shall be  
141 approved by the District Engineer or appropriate HQ Section Manager or a delegate. Cooperative  
142 agreements for construction of state highways shall be in accordance with Board Policy 4029 and  
143 Administrative Policy 5029 - Cooperative Agreements for Construction of State Highways.

### 144 **Railroad and Utility Agreements**

145 Agreements with railroads and utility companies shall be initiated, administered, and processed by the  
146 District in cooperation with the Contracting Services section. These agreements shall be approved by the  
147 District Engineer or a delegate.

### 148 **Road Closure and Maintenance Agreements**

149 A Road Closure and Maintenance Agreement with local government entities shall be required for projects  
150 where there is a change in maintenance responsibility, or a road closure. The agreement shall be prepared  
151 by the Districts, and processed through the Contracting Services section. The agreement shall be  
152 recommended by the District Engineer and approved by the Chief Engineer. If the agreement is specific  
153 to a System adjustment, it must be in accordance with Board Policy 4061- State Highway System  
154 Adjustments.

### **III. GOODS AND SERVICES CONTRACTS AND AGREEMENTS**

Contracts or Agreements for goods and services that are NOT directly connected to a highway project or activity listed in the Idaho Transportation Investment Program (ITIP) shall be approved and executed by the Purchasing Agent in the Business and Support Management section. These contracts or agreements shall be administered and managed in partnership with the requesting Districts or Divisions. Goods and services contracts or agreements shall be in compliance with procedures established by the Idaho Department of Administration, Division of Purchasing.

Goods and services may include but are not limited to, activities such as training, information technology systems, commodities, routine and preventative maintenance services, equipment, non-construction professional services, highway maintenance sand and salt acquisition and staging, highway striping paint, highway signs, and other highway non-professional services under the authority of Idaho Statute Title 40 Highway and Bridges etc.

### **IV. NON-PROJECT HIGHWAY RELATED CONTRACTS AND AGREEMENTS**

All contracts or agreements for non-project, highway-related public works shall be initiated, executed, administered, and project-managed by the Districts in partnership with the Business and Support Management section. All contracts or agreements shall be executed and administered by the Business and Support Management Facilities Program manager. This may include, but is not limited to, project service-related activities, such as: rest area repair, right-of-way maintenance, non-project equipment rental, and right-of-way noxious weed control.

### **V. BUILDING FACILITY PUBLIC WORKS CONTRACTS AND AGREEMENTS**

All contracts or agreements for building facility public works shall be initiated, executed, administered, and project-managed by the Districts in partnership with the Business and Support Management section. All contracts or agreements shall be executed and administered by the Business and Support Management Facilities Program Manager. This may include, but is not limited to, administrative building repairs less than \$100,000, non-administrative buildings construction and repair, landscaping, or any other building non-professional services, etc. under the authority of Idaho Statute 67-5711. Qualification Based Selection for building facility Architectural and Engineering services for design professionals shall be procured through Business and Support Management.

### **VI. GRANT PROGRAM AGREEMENTS**

The appropriate Division Administrator, HQ Section Manager, or a delegate, that oversee a grant program for the department are authorized to sign agreements and documents necessary for the grant programs administered by their respective Division or Section.

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**VII. INFORMATION TECHNOLOGY AND COMPUTER PURCHASE AND SERVICE CONTRACTS OR AGREEMENTS**

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Contracts or agreements for information technology and computer purchases or service shall be obtained through Business and Support Management and approved by Enterprise Technology Services and technology governance. In addition, the contract or agreement shall be cleared through the Idaho Department of Administration, Office of Information Resource Management, and the Division of Purchasing. The contracts or agreements shall be executed as outlined in Section III, GOODS AND SERVICES CONTRACTS AND AGREEMENTS.

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**VIII. SPECIAL EVENT AGREEMENTS**

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Division Administrators, District Engineers or delegate, may sign agreements for use of highways or other department facilities for special events. The approval shall be as designated in Administrative Policy 5546, Special Events on Highways.

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**IX. MEMORANDUM OF UNDERSTANDING OR MEMORANDUM OF AGREEMENT**

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Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) are agreements with federal agencies, Idaho state agencies, local governments, other nations, and non-governmental organizations. The approval shall be as designated in Administrative Policy 5007, Memorandum of Understanding or Memorandum of Agreement.

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**X. AGREEMENTS, COMPACTS, OR ARRANGEMENTS WITH OTHER STATES ON BEHALF OF IDAHO**

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The Motor Vehicles Administrator or delegate is authorized to sign agreements, compacts, or arrangements on behalf of Idaho for vehicle reciprocity, motor carrier enforcement, handicap parking reciprocity, overlegal permitting reciprocity, proportional registration of commercial vehicles, and other reciprocal agreements relating to driver licensing and the movement of vehicles, if the agreement provides for equitable treatment of the citizens of Idaho by the other participating jurisdiction(s).

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Approved by the Director on:

Date: \_\_\_\_\_

Brian W. Ness  
Director

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**AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, AND GRANTS  
AND REQUIREMENT TO REPORT CERTAIN CONTRACTS**

**Purpose**

This policy implements Board Policy 4001 concerning the authority to sign contracts, agreements, and grants, and the requirement to report certain contracts.

**Legal Authority**

The Department shall be responsible for managing contracts, agreements, and grants in accordance with:

Idaho Code 21-108 – Authority of the Board to enter into contract for Aeronautic facilities as prescribed by the federal authorities.

Idaho Code 40-309(1)(2) – Board authority to contract fully in the name of the state with respect to the rights, powers and duties vested in the Board by Title 40.

Idaho Code 40-310(7) – Board authority to approve the final plans, specifications, and estimates for state highways and cause contracts for state highways work to be let by contract in the manner provided by law.

Idaho Code 40-312(2) – Board authority to make rules and regulations for the expenditure of all moneys appropriated or allocated to it. Board authority to cooperate with counties and highway districts to establish a uniform system of accounting in the expenditure and allocate funds to counties and highway districts as necessary in the construction and maintenance of respective highways.

Idaho Code 40-505 –The Director shall be the technical and administrative officer of the board and under the board’s control, supervision and direction, shall have general supervision and control of all activities, functions and employees of the department. The Director shall enforce all provisions of the laws of the state relating to the department, the rules and regulations of the board, and shall exercise all necessary incidental powers.

Idaho Code 40-902 – Procedure for letting typical contracts (not design-build contracts) for the construction of state highways and bridges.

Idaho Code 40-904 – Statutory requirements for design-build contracts for the construction of state highways and bridges.

Idaho Code 40-905 – Procedure for the department to select construction manager/general contractor firms to award contracts for highway projects.

**Idaho Code 49-201(1) (2)** – Board authority to enter into agreements, compacts or arrangements with other jurisdictions on behalf of Idaho for the purpose of conforming procedures for proportional registration of commercial vehicles and other types of reciprocal agreements.

[Idaho Code 67-5711](#) – Construction, Alterations, Equipping, Furnishing and Repairing of Public buildings and works. The Director of the Department of Administration is authorized to secure all plans and specifications for, to let all contracts for, and to have charge of and supervision of the construction, alteration, equipping and furnishing, repair, maintenance (other than preventative maintenance) of all state buildings when such work exceeds the sum of one hundred thousand dollars (\$100,000) for labor, materials and equipment (not including design costs, bid advertising and related bidding expenses).

[Idaho Code 67-9203](#) – Definition of terms used in contracts and agreements in the State Procurement Act as administered by the Department of Administration.

[Idaho Code 67-9205](#) – Powers and duties of the Administrator for the Division of Purchasing (Department of Administration) regarding state purchases and contracts not made under the Board's contracting authority.

[Idaho Code 67-9206](#) – Division of Purchasing Administrator may delegate Title 67 state contract and purchasing authority to an agency employee who demonstrates sufficient competence in procurement to satisfy the administrator.

[Idaho Code 67- 9208 through 9224](#) – Uniform procurement and contracting procedures and processes to acquire all services and property not procured by the Board under Title 40 of the Idaho Code. The statutes require competitive bidding and that contracts be awarded to the lowest responsible bidder.

[40 U.S.C. sections 1101 through 1104](#) – Commonly referred to as the Brooks Act (formerly 40 USC 541 through 544) – Requires qualification-based selection for contracting engineering and architectural services to include definitions, selection procedures and negotiations to contract for architectural and engineering services.

[2 CFR 200](#) – Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards. In the absence of specific federal requirements, procurement will follow normal competitive bidding and award to lowest responsible bidder procurement laws.

[23 CFR Part 172](#) – Regulations governing the procurement, management, and administration of engineering and design related services in the same manner as procurement for architectural and engineering services under the Brooks Act (formerly 40 United States Code sections 541 thru 544).

[23CFR Part 230](#) – External Programs, Subpart A: Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including Supportive Services).

[48 CFR Part 31](#) – Federal acquisitions regulations system governing procurement when federal funding is involved.

## **I. GENERAL CONDITIONS**

All contracts, agreements, or grants shall conform to department policies and procedures for federal and state laws. Executive Officers, Division Administrators, District Engineers, and Section Managers, by the stipulations of this policy, may sign contracts, agreements, or grants that are in the best interests of the public, and for the proper functioning of the Idaho Transportation Department. The Chief Administrative Officer is responsible for department conformance procedures.

All contracts, agreements, or grants require:

**Financial Review and Approval**

Before signing a department contract or agreement that expends funds, the signing authority shall confirm that funds are available to meet the terms of agreement. Charges and cost distribution for payments shall be according to instructions issued by the Financial Services section. When the contract or agreement is completed, Financial Services shall also be notified of all capital leases and proper budgetary approval shall be obtained.

Prior to applying for grants over \$10,000, approval from the Division of Financial Management (DFM) shall be obtained. This approval shall be coordinated through the Financial Planning and Analysis Office.

**Equal Opportunity/Affirmative Action**

All contracts, agreements, or grants shall ensure that all persons are treated fairly and equitably, with no regard to race, color, religion, sex, national origin, age, or disability. Good faith efforts shall be made to achieve Idaho's annual participation goals for qualified disadvantaged business enterprises (DBE).

**Changes to the Provisions or Terms**

Changes to the provisions or terms should be handled similar to establishing a new contract, agreement, or grant or in accordance with applicable procedures.

**II. IDAHO TRANSPORTATION INVESTMENT PROGRAM (ITIP) CONTRACTS AND AGREEMENTS****Project Construction Work**

Plans, Specifications and Estimate (PS&E) shall be approved by District Engineer or delegate prior to bidding and advertisement by the Contracting Services section. Project advertisement and award shall be approved by Contracting Services Engineer. The Appropriate Division Administrator or a delegate may sign contracts for construction work on State Highway System projects and Local Public Agency projects approved by the Transportation Board.

**Professional Service Agreements and Right of Way Agreements**

Professional services are defined as engineering (i.e. material inspection, bridge inspection, construction inspection, design, environmental, archaeological, geotechnical engineering, transportation planning, research, public involvement, and information technology engineering), architectural, legal, accounting, claim analysis, auditing, and right of way services where negotiating the price is the accepted practice of the profession.

All professional service agreements are required to be procured through Qualifications Based Selection Procedures (excluding Right of Way services). Professional service agreements shall be processed through Consultant Services in the Contracting Services section. Professional service agreements for local public agency (LPA) federal-aid projects shall be processed according to the Guidelines for Local Public Agency Projects and noted legal authority within this policy.

All right of way agreements shall be initiated by and processed through the headquarters Right of Way section.

Routine engineering between the Department and any public agency or private firm that do not exceed, nor are expected to exceed, a total amount to be paid of \$1,000,000 shall be approved by the District Engineer, appropriate Division Administrator or delegate. Supplemental agreements, including the original agreements, that would bring the Department's obligation to more than \$1,000,000 require Board approval. Routine right of way agreements must follow these agreement limits however approval for agreements totaling up to \$1,000,000 is limited to appropriate Division Administrator or delegate.

Non-routine professional agreements that do not exceed, nor are expected to exceed, a total amount to be paid of \$50,000 shall be approved by the District Engineer, appropriate Division Administrator or delegate. Supplements that would bring the Department's obligation to more than \$50,000 require Board approval.

### **State/Local Agreements**

Agreements with local government entities for projects off the State Highway System shall be called State/Local Agreements. They shall be initiated and administered by the Districts or LHTAC and processed by the Contracting Services section.

Agreements for the Transportation Alternatives projects, Scenic Byways projects, and other projects administered by the district shall be recommended by the District Engineer or a delegate and approved by the appropriate Division Administrator or a delegate. Agreements for projects administered by the Local Highway Technical Assistance Council (LHTAC) and Ada County Highway District (ACHD) shall be approved by the appropriate Division Administrator or a delegate.

### **Cooperative Agreements**

Agreements with local government entities for projects or activities other than locally sponsored projects shall be called Cooperative Agreements. These agreements shall be initiated by Districts or at the headquarters offices and shall be processed by the Contracting Services section. The agreements shall be approved by the District Engineer or appropriate HQ Section Manager or a delegate. Cooperative agreements for construction of state highways shall be in accordance with Board Policy 4029 and Administrative Policy 5029 - Cooperative Agreements for Construction of State Highways.

### **Railroad and Utility Agreements**

Agreements with railroads and utility companies shall be initiated, administered, and processed by the District in cooperation with the Contracting Services section. These agreements shall be approved by the District Engineer or a delegate.

### **Road Closure and Maintenance Agreements**

A Road Closure and Maintenance Agreement with local government entities shall be required for projects where there is a change in maintenance responsibility, or a road closure. The agreement shall be prepared by the Districts, and processed through the Contracting Services section. The agreement shall be recommended by the District Engineer and approved by the Chief Engineer. If the agreement is specific to a System adjustment, it must be in accordance with Board Policy 4061- State Highway System Adjustments.

### **III. GOODS AND SERVICES CONTRACTS AND AGREEMENTS**

Contracts or Agreements for goods and services that are NOT directly connected to a highway project or activity listed in the Idaho Transportation Investment Program (ITIP) shall be approved and executed by the Purchasing Agent in the Business and Support Management section. These contracts or agreements shall be administered and managed in partnership with the requesting Districts or Divisions. Goods and services contracts or agreements shall be in compliance with procedures established by the Idaho Department of Administration, Division of Purchasing.

Goods and services may include but are not limited to, activities such as training, information technology systems, commodities, routine and preventative maintenance services, equipment, non-construction professional services, highway maintenance sand and salt acquisition and staging, highway striping paint, highway signs, and other highway non-professional services under the authority of Idaho Statute Title 40 Highway and Bridges etc.

### **IV. NON-PROJECT HIGHWAY RELATED CONTRACTS AND AGREEMENTS**

All contracts or agreements for non-project, highway-related public works shall be initiated, executed, administered, and project-managed by the Districts in partnership with the Business and Support Management section. All contracts or agreements shall be executed and administered by the Business and Support Management Facilities Program manager. This may include, but is not limited to, project service-related activities, such as: rest area repair, right-of-way maintenance, non-project equipment rental, and right-of-way noxious weed control.

### **V. BUILDING FACILITY PUBLIC WORKS CONTRACTS AND AGREEMENTS**

All contracts or agreements for building facility public works shall be initiated, executed, administered, and project-managed by the Districts in partnership with the Business and Support Management section. All contracts or agreements shall be executed and administered by the Business and Support Management Facilities Program Manager. This may include, but is not limited to, administrative building repairs less than \$100,000, non-administrative buildings construction and repair, landscaping, or any other building non-professional services, etc. under the authority of Idaho Statute 67-5711. Qualification Based Selection for building facility Architectural and Engineering services for design professionals shall be procured through Business and Support Management.

### **VI. GRANT PROGRAM AGREEMENTS**

The appropriate Division Administrator, HQ Section Manager, or a delegate, that oversee a grant program for the department are authorized to sign agreements and documents necessary for the grant programs administered by their respective Division or Section.

### **VII. INFORMATION TECHNOLOGY AND COMPUTER PURCHASE AND SERVICE CONTRACTS OR AGREEMENTS**

Contracts or agreements for information technology and computer purchases or service shall be obtained through Business and Support Management and approved by Enterprise Technology Services and technology governance. In addition, the contract or agreement shall be cleared through the Idaho Department of Administration, Office of Information Resource Management, and the Division of Purchasing. The contracts or agreements shall be executed as outlined in Section III, GOODS AND SERVICES CONTRACTS AND AGREEMENTS.

**VIII. SPECIAL EVENT AGREEMENTS**

Division Administrators, District Engineers or delegate, may sign agreements for use of highways or other department facilities for special events. The approval shall be as designated in Administrative Policy 5546, Special Events on Highways.

**IX. MEMORANDUM OF UNDERSTANDING OR MEMORANDUM OF AGREEMENT**

Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) are agreements with federal agencies, Idaho state agencies, local governments, other nations, and non-governmental organizations. The approval shall be as designated in Administrative Policy 5007, Memorandum of Understanding or Memorandum of Agreement.

**X. AGREEMENTS, COMPACTS, OR ARRANGEMENTS WITH OTHER STATES ON BEHALF OF IDAHO**

The Motor Vehicles Administrator or delegate is authorized to sign agreements, compacts, or arrangements on behalf of Idaho for vehicle reciprocity, motor carrier enforcement, handicap parking reciprocity, overlegal permitting reciprocity, proportional registration of commercial vehicles, and other reciprocal agreements relating to driver licensing and the movement of vehicles, if the agreement provides for equitable treatment of the citizens of Idaho by the other participating jurisdiction(s).

Approved by the Director on:

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian W. Ness  
Director



## **AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, OR GRANTS AND THEIR REGISTRATION**

### **I. GENERAL CONDITIONS**

All contracts, agreements, or grants shall conform to established department policies and procedures for federal and state laws — specifically, Sections 67-5716 and 5717, Idaho Code, and the rules issued by the Department of Administration, Division of Purchasing. Section Managers, District Engineers or higher authorities, by the stipulations of this policy, may sign contracts, agreements, or grants that are in the best interests of the public, and for the proper functioning of the Idaho Transportation Department. The Chief Administrative Officer is responsible for department conformance procedures. All documents must show the amount, or applicable cost rates, and an expiration date, except for State/Local, railroad, and utility agreements that do not have an expiration date.

All contracts, agreements, or grants require:

#### **Approval by the Legal Section**

The Legal section shall approve all negotiated contracts or agreements, except for right of way agreements and standard formatted agreements that have been previously approved by the Legal section. Standard department contracts or forms shall be approved “as to form” before being printed and need not be re-submitted, unless the standard contract or form is revised.

#### **Non-Approval by Legal Section**

If the contract or agreement is not approved by the Legal section, the Director shall resolve any differences.

#### **Grants – Prior to Applying for Grant Funds**

Approval from the Division of Financial Management (DFM) shall be obtained prior to applying for any grant over \$10,000 that results in the department receiving funds that were not previously appropriated by the Legislature.

The DFM Grant Approval form can be obtained from the Budget Office. The applicant section completes the form and returns the form and accompanying documentation (when needed) to the Budget Office to submit to the Division of Financial Management.

#### **Budget Confirmation**

Before signing a department contract or agreement that expends funds, the signing Section Manager, District Engineer, or higher authority shall determine that funds are available to meet the terms of payment.

#### **Charges and Cost Distribution**

Charges and cost distribution for payments shall be according to instructions issued by the Financial Services section.

### **Business and Support Management Requirements**

Department contracts or agreements, other than public works contracts, that are advertised for bids shall be approved by the Business and Support Management section.

### **Internal Review Pre-Award Review**

A pre-award review by Internal Review shall be required for Qualifications Based Selection (QBS) agreements as follows:

- Local government agreements and supplemental agreements, that exceed \$100,000, and
- All other professional service agreements and supplemental agreements, that exceed \$200,000.

Other audits of professional service agreement documents or procedures may be requested at any time by a Section Manager, District Engineer, Division Administrator, or higher authority.

### **Equal Opportunity/Affirmative Action**

All contracts, agreements, or grants shall ensure that all persons are treated fairly and equitably, with no regard to race, color, religion, sex, national origin, age, or non-job related handicap. Good faith efforts shall be made to achieve Idaho's annual participation goals for qualified disadvantaged business enterprises (DBE).

### **Changes to the Provisions or Terms**

Changes to the provisions or terms should be handled similar to establishing a new contract, agreement, or grant or in accordance with applicable procedures.

## **II. REGISTRATION OF CONTRACTS OR AGREEMENTS**

Each agreement shall be assigned an agreement number. To coordinate and record agreement numbers, an Agreement Number Entry Log shall be kept in a format easily accessible to all appropriate ITD employees. The agreement number shall appear on all payment documents and other documents associated with the contract or agreement. In addition, each originating office shall keep a fiscal year sequential log or register of contracts or agreements.

A copy of all Department contracts, agreements, or grants having monetary considerations shall be provided to Financial Services.

When the contract or agreement is completed, Financial Services shall be notified.

## **III. STATE HIGHWAY SYSTEM CONTRACTS, AGREEMENTS, OR GRANTS**

### **Project Construction Work**

The Highways Program Oversight Engineer or higher authorities may sign contracts for construction work on State Highway System projects and Local Public Agency projects approved by the Transportation Board. Bidding and administration of the contracts shall be according to Administrative Policy A-14-06, Approval of Plans/Specifications/Estimates and the Award of Construction Projects.

### **Professional Service Agreements**

Professional Service Agreements shall be developed in accordance with Board Policy B-06-08 and Administrative Policy A-06-08, Professional Services Agreements. All professional service agreements for the State Highway System or other types of capital improvements connected to a project or activity listed in the Statewide Transportation Improvement Program that are initiated by the Districts or Sections (except the Right of Way section) shall be processed through the Consultant Administration Unit (CAU) in the Highways Program Oversight section. Upon request, the CAU can provide assistance to other sections for various types of professional agreements.

Routine engineering agreements or right of way agreements shall be approved by the appropriate Executive Officer, District Engineer, Division Administrator, Highway Program Oversight Engineer or a delegate. Routine engineering agreements totaling less than \$50,000 may be signed by the Resident Engineer or Project Development Engineer.

### **Right of Way Agreements**

All agreements for right of way activities that are initiated in the Districts or at the headquarters offices shall be processed through the Right of Way section. Agreements for rental of surplus properties shall also be processed by the Right of Way section.

### **State/Local Agreements**

Agreements with local government entities for projects off the State Highway System shall be called State/Local Agreements and shall be initiated, administered and processed by the Highways Program Oversight Section in cooperation with the Districts and other headquarters sections. Safe Routes to School and Scenic Byways agreements shall be recommended either by the District Engineer or Program Coordinator and approved by the Division of Transportation Performance Administrator. Agreements for projects administered by the Districts shall be recommended by the District Engineer, and approved by the Highways Program Oversight Engineer. Agreements for projects administered by either ACHD or LHTAC shall be recommended by an appropriate administrator with the respective agency and approved by the Highway Program Oversight Engineer.

### **Railroad Agreements**

Agreements with railroads, known as Railroad Agreements, shall be initiated, administered, and processed by the District in cooperation with the Resource Center. These agreements shall be approved by the District Engineer.

### **Utility Agreements**

Agreements with utility companies, known as Utility Agreements, shall be initiated, administered, and processed by the District in cooperation with the Resource Center. These agreements shall be approved by the District Engineer.

### **Cooperative Agreements**

Agreements with local government entities for projects on the State Highway System shall be called Cooperative Agreements. These agreements shall be initiated and administered by the Districts, and processed by the Highways Program Oversight Section. The agreements shall be approved by the District Engineer.

## **~~Road Closure and Maintenance Agreements~~**

~~A Road Closure and Maintenance Agreement with local government entities shall be required for projects where there is a change in maintenance responsibility, or a road closure. The agreement shall be prepared by the Districts, and processed through the Highways Program Oversight Section. The agreement shall be recommended by the District Engineer, and approved by the Chief Engineer.~~

## **~~IV. GRANT PROGRAM ADMINISTRATION~~**

~~The Division of Transportation Performance Administrator, the Aeronautics Administrator, the Chief Engineer, and any other delegated authority that oversees a grant program for the department are authorized to sign agreements and documents necessary for the grant programs administered by their respective Division or Section.~~

## **~~V. MISCELLANEOUS SERVICES CONTRACTS OR AGREEMENTS~~**

~~Miscellaneous services contracts or agreements are contracts or agreements that are **not** directly connected to a project or activity listed in the Statewide Transportation Improvement Program. Miscellaneous services include, but are not limited to, activities such as training, building maintenance, rest area cleanup, non-project equipment rental, noxious weed control, etc. The miscellaneous services contracts or agreements shall be in compliance with procedures established by the Idaho Department of Administration, Division of Purchasing. Headquarters offices shall work through the Business and Support Management section when bids are requested. District offices shall develop their own miscellaneous service agreements or contracts within the guidelines of this policy. Applicable portions of Administrative Policy A-06-08, Professional Service Agreements, shall also apply to procuring miscellaneous service contracts or agreements.~~

## **~~VI. DATA PROCESSING AND COMPUTER CONTRACTS OR AGREEMENTS~~**

~~Contracts or agreements for data processing and computer purchases or service shall be obtained through Business and Support Management in consultation with Enterprise Technology Services. In addition, the contract or agreement shall be cleared through the Idaho Department of Administration, Office of Information Resource Management, and the Division of Purchasing. The documents may be signed by the Business and Support Management Manager, or a delegate, in concert with the appropriate District Engineer, Section Manager, or higher authority. The Division of Purchasing identification number shall be shown on all expenditure vouchers and other papers relating to data processing and computer purchases.~~

## **~~VII. OFFICE EQUIPMENT AND SERVICE CONTRACTS~~**

### **~~Leasing or Buying Equipment through Installment Payments~~**

~~In the headquarters offices, agreements to lease equipment or that provide installment payments to purchase equipment shall be developed under the direction of the Business and Support Management Manager and in accordance with procedures established by the Division of Purchasing. All expenditure vouchers shall show the Division of Purchasing identification number.~~

~~The agreements or contracts may be signed by the Business and Support Management Manager, or a delegate, in concert with the appropriate Section Manager or higher authority. Similar agreements at the District level shall be handled by the District Business Manager. Financial Services shall also be notified of all capital leases and proper budgetary approval shall be obtained.~~

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### **~~Service Agreements for Electronic Equipment~~**

In the headquarters offices, agreements for servicing photocopiers, telephones, facsimile machines, and postal or printing equipment shall be developed, signed, and administered by the Business and Support Management Manager in concert with the Chief Administrative Officer.

Similar service agreements in the Districts shall be developed, signed, and administered by the District Business Manager in concert with the District Engineer.

### **VIII. ~~NON FUNDED CONTRACTS, AGREEMENTS, OR GRANTS~~**

#### **~~Volunteer Services and Special Events~~**

~~District Engineers, Section Managers, or higher authorities may sign agreements with volunteer groups for Board approved activities such as airport or highway cleanup, holiday refreshments at rest areas, etc. The same officials may also sign agreements for use of highways or other department facilities for special events, following approval as designated in Administrative Policy A-05-27, Volunteer Activities and A-12-02, Special Events on Highways.~~

#### **~~Agreements with Tax-Supported Entities~~**

~~Section Managers and District Engineers or higher authorities may sign reciprocal agreements, generally known as memorandums of understanding (MOU), with other Idaho state agencies and local governments, including libraries, colleges, and universities, when reciprocal activities are mutually beneficial. The office of record for an MOU shall be the Office of Governmental Affairs, regardless of where the MOU was originally written.~~

#### **~~Other Agreements~~**

~~Other personnel may be designated to sign agreements after conferring with the Director or with Board approval.~~

\_\_\_\_\_ signed \_\_\_\_\_ Date June 02, 2012

Brian W. Ness  
Director

This policy based on:

- ~~Sections 21-108; 67-2405, 5716, 5717, and 5718, Idaho Code~~
- ~~Civil Rights Act of 1964, Title VI, as amended; Civil Rights references in CFR Title 49, Part 21 and Title 23, 710.405 (b)~~
- ~~Board Policy B-01-09, AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, OR GRANTS AND THEIR REGISTRATION~~
- ~~Governor's Memorandum dated 3/7/95~~
- ~~Statewide Transportation Improvement Program~~

~~Department wide supervision and coordination assigned to:~~

- ~~Chief Engineer and Chief Administrative Officer~~

~~Direction of activity and results delegated to:~~

- ~~Division Administrators, District Engineers, Section Managers, Legal, Business and Support Management, and Internal Review~~

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Department procedures contained in:

- ~~Roadway Design Manual~~
- ~~Financial Accounting Manual~~

- ~~Business and Support Management Procedures Manual~~
- ~~Idaho Department of Administration, Division of Purchasing, and Office of Information Resource Management, current regulations and procedures~~

Former dates of A-01-09:

9/06/73, 11/15/74, 3/13/78, 12/28/93, 7/1/94, 5/20/96, 1/25/99, 8/30/00, and 3/26/09

Cross-reference to related Administrative Policies:

- ~~A-03-01, ACQUISITION AND DISPOSAL OF REAL PROPERTIES AND THEIR IMPROVEMENTS~~
- ~~A-04-02, STANDARD SPECIFICATIONS FOR CONSTRUCTION PROJECTS~~
- ~~A-05-05, ROADSIDE VEGETATION PROGRAM~~
- ~~A-05-15, STATE INSTITUTION ROAD IMPROVEMENT~~
- ~~A-05-16, MAINTENANCE OF STATE HIGHWAYS~~
- ~~A-05-27, VOLUNTEER ACTIVITIES~~
- ~~A-06-02, DEPARTMENT CORRESPONDENCE~~
- ~~A-06-08, PROFESSIONAL SERVICE AGREEMENTS~~
- ~~A-09-08, BICYCLE/PEDESTRIAN FACILITIES~~
- ~~A-12-02, SPECIAL EVENTS ON STATE HIGHWAYS~~
- ~~A-12-16, TRAFFIC CONTROL DEVICES~~
- ~~A-14-06, APPROVAL OF PLANS/SPECIFICATIONS/ESTIMATES AND THE AWARD OF CONSTRUCTION PROJECTS~~
- ~~A-18-04, GRATUITIES AND CONFLICT OF INTEREST~~
- ~~A-18-07, CODE OF FAIR PRACTICES~~
- ~~A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES~~
- ~~A-19-02, SALES TO OTHER JURISDICTIONS~~
- ~~A-29-01, PURCHASE, INVENTORY, AND DISPOSAL OF PERSONAL PROPERTY~~



## **PROFESSIONAL SERVICE AGREEMENTS**

~~The Deputy Director, Division Administrators, and Bureau Chiefs may approve professional service agreements with providers outside the department if time or work force constraints do not permit accomplishment by department employees. Professional services are defined as engineering (i.e., material inspection, bridge inspection, construction inspection, design, environmental, archaeological, geotechnical engineering, transportation planning, public involvement, and information technology engineering), architectural, legal, accounting, claim analysis, auditing, and right of way services where negotiating the price is the accepted practice of the profession.~~

~~All agreements shall:~~

- ~~• Be approved as to form by the Legal section, except for right of way agreements and standard formatted agreements that have been previously approved by the Legal section.~~
- ~~• Have budgeted funds available to meet payment terms.~~
- ~~• Conform with federal procurement and state purchasing regulations as described in the Professional Service Agreement Procedures (except materials testing and claim analysis contracts—see first paragraph on page 2).~~
- ~~• Be registered in the automated agreements file by Financial Services when there are monetary considerations.~~
- ~~• Record charges and cost distribution for payments according to instructions from Financial Services.~~
- ~~• Have a pre award review completed by Internal Review when the cost, including supplementals, is in excess of \$100,000 on local agreements and \$200,000 on all other agreements.~~
- ~~• Ensure that Equal Opportunity/Affirmative Action requirements are addressed and, whenever possible, make good faith efforts to achieve Idaho's annual utilization goals for qualified disadvantaged business enterprises (DBE).~~
- ~~• Be for less than a 24-month period, unless otherwise specified.~~
- ~~• Handle changes to the provisions or terms similar to establishing a new agreement.~~

~~An employee shall be designated as the Agreement Administrator to ensure that the consultant's performance fulfills the agreement specifications, to monitor payments, and to submit written reports as required.~~

~~A proposal solicitation process based on performance requirements shall be followed. A committee, established by the appropriate Bureau Chief, higher authority, or an appointed delegate, shall evaluate all proposals on the same basis. When federal funds are involved, selection must follow federal guidelines.~~

~~Materials testing and claim analysis contracts are authorized to use an abbreviated selection process to meet project time lines. Material testing contracts are normally awarded to firms that are already qualified and licensed. A letter of justification detailing quoted cost compared to estimated cost, manpower availability, etc. is used to evaluate the contracted choice.~~

~~Professional service agreements for local public agency (LPA) federal aid projects shall be processed according to the Local Public Agency Guidelines manual and must comply with the requirements in the Common Rule, 49 CFR, Part 18.~~

~~Routine engineering or right of way agreements exceeding \$1,000,000 and non-routine agreements exceeding \$25,000 must be approved by the Board before inviting consultant proposals. Routine engineering agreements exceeding the total amount identified in the STIP for professional services must be approved by the Board. Routine engineering agreements or right of way agreements totaling less than \$1,000,000 but exceeding \$500,000 shall be approved by the appropriate Division Administrator, or a delegate. Routine agreements totaling less than \$500,000 or other agreements totaling less than \$25,000 may be signed by the Bureau Chief, higher authority, or an appointed delegate.~~

~~Revised agreement proposals must be resubmitted to the Board when the cost is 10% higher than the amount originally approved or the project significantly changes in scope. Supplemental and subsequent supplemental agreements, including the original agreement, that would bring the department's obligation to more than \$1,000,000 for routine engineering and right of way agreements or \$25,000 for non-routine agreements must also be approved by the Board. The Director, or a delegate, shall sign Board approved agreements.~~

~~Term agreement procedures allow consultants to be pre-qualified and approved to perform services on immediate notice. Task agreements, initiated as part of a term agreement, should be for specific, well defined, and narrow focused work and shall not exceed \$250,000. The accumulated amount of tasks relating to a specific project or term agreement should not exceed \$750,000, except with prior approval of the Board.~~

~~Each month, the Director, or a delegate, shall report to the Board all professional services that were used during the preceding month.~~

~~\_\_\_\_\_ signed \_\_\_\_\_ Date: \_\_\_\_\_ 8-30-2000 \_\_\_\_\_~~  
 DWIGHT M. BOWER  
 Director

This policy based on:

- ~~Sections 21-108, 40-309(1) and 312(2), 67-2320, 67-2405, 5716 and 5717, Idaho Code~~
- ~~Board Policy B-06-08, PROFESSIONAL SERVICE AGREEMENTS~~
- ~~Federal aid Policy Guide, Part 172~~
- ~~23 CFR Part 172, 48 CFR Part 31 and 49 CFR Part 18~~
- ~~Decision by the Director~~

~~Department wide supervision and coordination assigned to:~~

- ~~Chief Engineer and Division Administrators~~

~~Direction for activity and results delegated to:~~

- ~~District Engineers, Bureau Chiefs, Section Managers, and the Roadway Design Engineer~~

~~Department procedures contained in:~~

- ~~Professional Service Agreement Procedures~~
- ~~P&MM Manual~~
- ~~Accounting Manual~~
- ~~Standard Specifications for Highway Construction, 105.17~~
- ~~Title VI Assurance Plan~~
- ~~Statewide Transportation Improvement Plan (STIP)~~

~~Former dates of A-06-08:~~

~~2/22/74, 11/15/74, 7/3/78, 1/15/81, 7/10/81, 7/20/82, 7/9/83, 8/1/85, 3/4/88, 11/12/93, 7/1/94, 7/15/96, 1/20/98, and 10/13/98~~

~~Cross reference to related Administrative Policies:~~

- ~~A-01-09, AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, OR GRANTS AND THEIR REGISTRATION~~
- ~~A-14-06 APPROVAL OF PLANS/SPECIFICATIONS/ESTIMATES AND THE AWARD OF CONSTRUCTION PROJECTS~~
- ~~A-18-07, CODE OF FAIR PRACTICES~~



**~~APPROVAL OF PLANS/SPECIFICATIONS/ESTIMATES  
AND THE AWARD OF CONSTRUCTION PROJECTS~~**

~~The Director, or a delegate, shall approve plans, specifications, estimates, advertisements and awards for current year construction projects listed in the board approved Idaho Transportation Improvement Program.~~

~~All bids shall be retained in a secure location until the date and time bids are opened and must remain sealed until the time of the bid opening. The plan holder list may be used to advise sub-contractors and suppliers of bidder interest. The identity of bidders cannot be released until the time of the bid opening.~~

~~Information contained in the engineer's estimate shall not be announced before or at the time of bid opening. Only those employees whose duties require knowledge of the engineer's estimate shall be allowed access to the information. Requests for the engineer's estimate by unauthorized employees or persons outside the department shall be referred to the Chief Engineer or appropriate Division Administrator.~~

~~The Design/Materials/Construction Engineer shall advise the board of:~~

- ~~• all project advertisement and bid opening dates,~~
- ~~• the bid status of highway projects for the current fiscal year on a monthly basis, and~~
- ~~• the justification for awarding or rejecting contracts when the bid exceeds the engineer's estimate by more than ten percent (10%).~~

~~\_\_\_\_\_ signed \_\_\_\_\_ Date: January 24, 2012~~

~~Brian W. Ness  
Director~~

~~This policy is based on:~~

- ~~• Sections 21-108, 40-120 and 2206, 67-2405, 5716, and 5717, Idaho Code~~
- ~~• Federal Aid Highway Program Manual, Volume 6, Chapter 3, Section 3~~
- ~~• Board Policy B-14-06, APPROVAL OF PLANS/SPECIFICATIONS/ESTIMATES AND THE AWARD OF CONSTRUCTION PROJECTS~~

~~Department wide supervision and coordination assigned to:~~

- ~~• Aeronautics Administrator and Chief Engineer~~

~~Direction for activity and results assigned to:~~

- ~~• Highways Program Oversight Engineer, DMC Engineer, District Engineers, and Central Files~~

~~Department procedures contained in:~~

- ~~• Design manual, Section 900~~

~~Former date of A-14-06:~~

~~2/20/73, 11/15/74, 1/24/86, 2/21/86, 3/31/89, 5/5/93, 6/16/97, 12/17/98, and 8/2/06~~

~~(combined with A-04-01, DETAILED CONSTRUCTION COSTS AND CONTRACT AWARDS 6/16/97)~~

~~Cross-reference to related Administrative policies:~~

- ~~• A-01-09, AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, AND GRANTS AND THEIR REGISTRATION~~
- ~~• A-04-02, STANDARD SPECIFICATIONS FOR CONSTRUCTION PROJECTS~~
- ~~• A-18-04, GRATUITIES AND CONFLICT OF INTEREST~~
- ~~• A-20-01, RELEASE OF DEPARTMENT INFORMATION TO THE MEDIA~~



**~~AUTHORITY TO SIGN AGREEMENTS, COMPACTS, OR  
ARRANGEMENTS WITH OTHER STATES ON BEHALF OF IDAHO~~**

~~The Motor Vehicles Administrator or designee is authorized to sign agreements, compacts, or arrangements on behalf of Idaho for vehicle reciprocity, handicap parking reciprocity, overlegal permitting reciprocity, and other reciprocal agreements relating to the movement of vehicles, if the agreement provides for equitable treatment of the citizens of Idaho by the other participating jurisdiction(s).~~

~~\_\_\_\_\_ Signed \_\_\_\_\_ Date: \_\_\_\_\_ July 09, 2009 \_\_\_\_\_  
Pamela K. Lowe, P.E.  
Director~~

~~This policy based on:~~

- ~~• Sections 49-201 (2), Idaho Code~~
- ~~• Board Policy B-30-02, AUTHORITY TO SIGN AGREEMENTS, COMPACTS, OR ARRANGEMENTS WITH OTHER STATES ON BEHALF OF IDAHO~~
- ~~• Decision by the Director~~

~~Department wide supervision and coordination assigned to:~~

- ~~• Motor Vehicles Administrator~~

~~Direction for activity and results assigned to:~~

- ~~• Motor Vehicles Administrator~~

~~Department procedures contained in:~~

- ~~• This policy~~

~~Former dates of A-30-02:~~

~~8/27/92~~

~~Cross reference to related Administrative Policies:~~

- ~~• A-01-09, AUTHORITY TO SIGN CONTRACTS AND AGREEMENTS AND THEIR REGISTRATION~~