

AGENDA ITEM SUMMARY

DATE: 5/2/2011 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Fireworks Display Contract and Purchase Order (Fourth of July Fireworks Show)

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The enclosed contract is identical to the contract we signed last year with this service provider. I have been told that the show was successfully operated and managed last year.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Case # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

_____ City Attorney	_____ Clerk / Finance Director	_____ Engineer	_____ Building
_____ Library	_____ Planning	_____ Fire Dept.	_____
_____ Safety Committee	_____ P & Z Commission	_____ Police	_____
_____ Streets	_____ Public Works, Parks	_____ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the Fireworks Display Contract and Purchase Order and authorize the mayor to sign.

FOLLOW-UP REMARKS:

Permits  
50%/50%

Show # 11063

**FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER**

THIS CONTRACT, entered into on January 26, 2011 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and City of Hailey (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal, a copy of which is attached as exhibit "A", including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of twenty thousand and No/100 (\$20,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract \$ 10,000.00 (the "Deposit")
2. Check due time of show \$ 10,000.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due within (10) days of the show.

The said display is hereby scheduled to be performed on July 4, 2011. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT and Lantis shall refund the remainder of the Deposit. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to forfeit the Deposit as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

The parties intend on using the Wood River High School parking lot to stage the fireworks launch site. Lantis shall contact the Blaine County School District to obtain written permission to use the parking lot. Client shall be responsible for cleaning of the parking lot after the show with street sweeper and Lantis shall be responsible for cleaning after the show in the landscape areas within the parking lot and outside of the parking lot removing debris caused by fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage provided by a responsible insurance company licensed to do business in the state of Idaho for the following amounts and specified risks only:

**Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.**

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT as an additional named insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT PER ANNUM A.P.R. 18%) will be charged on all accounts past due, and the

Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. The parties further agree that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS and client.

**Additional Provisions:** LANTIS WILL PROVIDE A Christmas in the Nighttime Sky Fireworks Display for the City of Hailey, if the city council members feel Lantis did not provide a good fireworks display. The Christmas in the Nighttime Sky fireworks show is usually done to raise gifts for less fortunate families within the city community.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

**LANTIS**

Executed on behalf of LANTIS PRODUCTIONS INC. on January 31, 2011 at Fairfield, UT.

Lantis Productions Inc.

by: \_\_\_\_\_  
Kenneth L. Lantis, President

**CLIENT**

Executed on behalf of \_\_\_\_\_ this day of \_\_\_\_\_,  
at,

by: \_\_\_\_\_

Title: \_\_\_\_\_



# INSURANCE CERTIFICATE REQUISITION

## Lantis Productions Inc

Show # 11063

Client Name: Hailey City

Address: 115 Main Street South, Hailey ID 83333

Display Date July 4, 2011

Approximate Time: \_\_\_\_\_ PM

Location of Display:  
Wood River High School Parking Lot

Exact Names of those to be insured: City of Hailey, Blaine County School District #61

Name of Site Property Owner: Blaine County School District #61

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Insurance Certificate is to be issued to: City of Hailey

Title: n/a

Phone: 208-788-4221

Address: 115 Main Street South, Hailey ID 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

**REQUEST FOR DIAGRAM OF FIRING AREA**  
**Lantis Productions Inc.**

Show # 11063

Dear Customer:

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

**Lantis                  Productions                  Inc.**

Exhibit "A"

Schedule 5

*Product Description and Quantity List*

Lantis Productions, Inc. does not use "pre-packaged" fireworks shows. The interrelationship between the mood and rhythm of the soundtrack and the visual effects created requires that final shell selection await the actual choreographing of the show to this allows our designers and pyro-artists the largest possible palate from which to paint the sky.

This approach is different from many pyrotechnic companies, and sometimes makes it difficult to compare our proposals with companies who sell prepackaged shows. While we are careful to specify the quantity, quality, and size of fireworks shells, we are reluctant to identify specific individual shells until show design and choreography is complete.

We hope that you will consider the value of this approach in evaluating our proposals

4" Aerial Shells

These spectacular shells travel up to 450 feet high and then burst in a spectrum of colors and effects. The world famous Hummer Shells, Special Effect Willows, three color changing Stars with Palm Core and Sky Mines are some of our exclusive 4" shells. We have 125 varieties to choose from. For your display we have selected:

Total 4" Aerial Shells = Proposal "A" 175 Shells to be Designed into the show  
70 Finale

5" Aerial Shells

Our 5" aerial shells are individually designed to add a new dimension to the display. As these shells are larger in diameter this allows our designers to place more effects inside the shell to create effects such as Saturn Rings, Smiley Faces, Butterflies, Sky Mines, Silver Serpents and the beautiful gold "Kamouro" stars which burst over 500 feet high and then suspend in the night sky slowly descending towards the ground. We have over 130 varieties in stock. For your display we have selected:

Total 5" Aerial Shells = Proposal "A" 120 Shells to be Designed into the shells.  
50 Finale

6" Aerial Shells

These magnificent shells are the biggest crowd pleasers of all. A massive aerial shell, which weighs 4kg, is fired up to 620 feet, leaving a silver trail as it soars into the night sky. As the shell reaches its programmed height it bursts into a huge colored chrysanthemum, falling leaves, Variegated Dahlia, Special pattern fish or one of our other shells that we have in stock. There are over 115 varieties to choose from in this selection of shells. For your Display we have selected:

Total 6" Shells = Proposal "A" 30 Shells to be Designed into the show  
10 Finale

7" Aerial Shells = Proposal "A" 20 Shells to be Designed into the show  
5 Finale

8" Aerial Shells = Proposal "A" 2 Shells to be Designed into the show

10" Aerial Shells

Display Shells Premium shells with similar effects as Listed for shells starting at the size of 4" to 16" shells.

Total 10" Aerial Shells = Proposal "A" Shells to be Designed into the show  
Finale

Salutes

A brilliant silver flash and heavy report, these shells are usually used to note the finale of the display. For your display we have selected:

2.5" Salutes = Proposal "A,B,C" 20 Shells to be Designed into the show

*Cost of either Proposal "A" is \$20,000 15 min. show as per excepted*

Remember this is just an idea, if you would like to make some changes such as a different shell size or count on some shells Please give us a call. I know we can work something out.



**LANTIS**  
Fireworks & Lasers

# Lantis Fireworks & lasers

P.O. Box 491  
Draper, Utah 84020  
801-768-2255 fax 801-768-2433

Invoice No. 11063

## INVOICE

### Customer

Name Hailey City  
Address 115 Main Street South  
City Hailey City State ID \_\_\_\_\_ Zip 83333  
Phone \_\_\_\_\_

Date 1/31/2011  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Fireworks Display July 4, 2010	\$20,000.00	\$20,000.00
THANK YOU !			

SubTotal \$20,000.00

Shipping & Handling \$0.00

Taxes State

**TOTAL \$20,000.00**

### Payment Details

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

Office Use Only

Thank You



**LANTIS**  
Fireworks & Lasers

# Lantis Fireworks & lasers

P.O. Box 491  
Draper, Utah 84020  
801-768-2255 fax 801-768-2433

Invoice No. 11063

## INVOICE

**Customer**

Name Hailey City  
 Address \_\_\_\_\_  
 City Hailey City State ID \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_

Date 1/31/2011  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Fireworks Display July 4, 2010 Permit Fees	\$250.00	\$250.00
THANK YOU!			

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$250.00
Shipping & Handling	\$0.00
Taxes State	
<b>TOTAL</b>	<b>\$250.00</b>

Office Use Only

Thank You







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# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM**

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**Document No. 525**

Second Edition, 2010

© Design-Build Institute of America

Washington, DC

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# Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 20\_\_\_\_\_, by and between the following parties, for services in connection with the Project  
identified below.

**OWNER:**

City of Hailey  
115 Main St S.  
Hailey, ID 83333

**DESIGN-BUILDER:**

Dreamland Skateparks, LLC  
960 S. E. Hwy 101, PMB 384  
Lincoln City, OR 97367  
(503) 577-9277

**PROJECT:**

City of Hailey  
Skatepark Expansion  
781 Main St S.  
Hailey, ID 83333

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree  
as set forth herein.

## Article 1

### Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## Article 2

### Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder including the preliminary design submitted with the proposal, Alternative #1 submitted with the proposal and an additional public art component previously contracted by the City of Hailey with Ellen Nasvik for three (3) totem poles. ;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

## Article 3

### Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## Article 4

### **Ownership of Work Product**

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 **Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 **Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of No Dollars (\$0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 **Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the

Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

## Article 5

### Contract Time

**5.1 Date of Commencement.** The Work shall commence design work within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Construction shall begin no earlier than July 8, 2011 ("Date of Construction Commencement").

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than eighty-four (84) calendar days after the Date of Construction Commencement ("Scheduled Substantial Completion Date").

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

Final design for approval by the Owner shall be submitted no later than June 1, 2011.

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by seven (7) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Two hundred and 00/100 Dollars (\$ 200.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

**5.5** Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

## Article 6

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Hundred Eighty-Nine thousand three hundred ten and 00/100 Dollars Dollars (\$ 189,310.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

**6.2.1** For work performed by the Design-Builder, allow ten percent (10%) of costs as overhead and profit. For work performed by a subcontractor, allow six percent (6%) of the subcontractor's invoice as a fee for the Design-Builder's overhead and profit.

### **6.3 Allowance Items and Allowance Values.**

**6.3.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

**6.3.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.3.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.3.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.3.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

## Article 7

## Procedure for Payment

### 7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the not later than the twenty-fifth (25<sup>th</sup>) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 Owner shall make a payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) following the acceptance of the final design from the Design-Builder by the Owner without a 5% retainage withheld.

### 7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 **Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of eight percent (8%) per month until paid.

7.5 **Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## Article 8

### Termination for Convenience

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** Overhead and profit in the amount of five percent (5%) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid five percent (5%) of the remaining balance of the Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid five percent (5%) of the remaining balance of the Contract Price.

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

## Article 9

### Representatives of the Parties

**9.1** **Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Tom Hellen  
Director of Public Works/City Engineer  
115 Main St S.  
Hailey, ID 83333  
(208) 78809830, Ext 14

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Jim Zarubica

Assistant City Engineer  
115 Main St S.  
Hailey, ID 83333  
(208) 78809830, Ext 17

**9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Danyel Scott  
Co-Owner  
960 S. E. Hwy 101, PMB 384  
Lincoln City, OR 97367  
(503) 577-9277

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Mark Scott  
Co-Owner  
960 S. E. Hwy 101, PMB 384  
Lincoln City, OR 97367

**Article 10**

**Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

Required       Not Required

**Payment Bond.**

Required       Not Required

## Article 11

### **Other Provisions**

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

City of Hailey  
(Name of Owner)

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

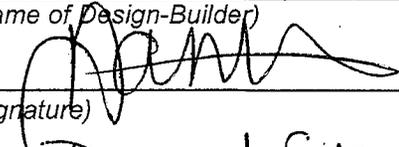
Richard Davis  
(Printed Name)

Mayor  
(Title)

Date: \_\_\_\_\_

**DESIGN-BUILDER:**

Dreamland Skateparks, LLC  
(Name of Design-Builder)

  
(Signature)

Daniel Scott  
(Printed Name)

Co-Owner  
(Title)

Date: 4/25/11



**AGENDA ITEM SUMMARY**

DATE: 5/2/11 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:** Motion to authorize the Mayor to sign Cooperative Agreement A012(408) and Resolution with ITD to allow the use of McKercher Blvd for a temporary detour.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This summer ITD will be doing repairs to Highway 75 beginning at the McKercher Blvd and proceeding north. During a portion of this work McKercher Blvd and Buttercup Rd will be required as a temporary detour. This agreement allows the use of McKercher Blvd with documentation of any damage caused by this expanded use. Any repairs required will be the responsibility of ITD.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

____ City Attorney	____ Clerk / Finance Director	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	____ Police	_____
____ Streets	____ Public Works, Parks	____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, in use of a detour route during construction of this project; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for State Highway Project A012(408) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Hailey, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

**COOPERATIVE AGREEMENT  
A012(408)  
SH-75; HAILEY TO KETCHUM  
BLAINE COUNTY  
KEY NO. 12408**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF HAILEY**, hereafter called the City.

**PURPOSE**

The State has scheduled an asphalt surfacing project on SH-75 from MP 117.15 to 128.10. The State has requested to use McKercher Blvd. as a detour to route northbound SH-75 traffic onto Buttercup Road during construction of the project. This Agreement will provide for the responsibilities of the parties relating to the use of City roads as a detour route.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The Parties agree as follows:

**SECTION I.** That the State will:

1. Work with the City in developing a traffic control plan.
2. Prior to detouring State Highway traffic onto McKercher Blvd., coordinate with the City in documenting by video the existing conditions of the proposed detour.
3. At the conclusion of the detour use, and in coordination with the City, document by video the post-detour condition of the proposed detour.
4. Repair, as necessary, any visual damage to the listed streets caused by the detouring of SH-75 traffic. The necessary repairs will be determined by reviewing the pre-detour and post-detour condition surveys.

**SECTION II.** That the City will:

1. Allow the State to utilize McKercher Blvd., as needed, for detours during construction of the project.
2. Coordinate with the State in documenting pre-detour and post-detour conditions of the detour route.

**SECTION III.** It is agreed that:

1. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

**EXECUTION**

This Agreement is executed for the State by its Assistant Chief Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the corporate seal of the City of Hailey.

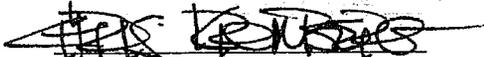
**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer (Development)

APPROVED:

RECOMMENDED:

  
Deputy Attorney General

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

ATTEST:

**CITY OF HAILEY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

By regular/special meeting  
on \_\_\_\_\_

hm:12408 Detour Coop Hailey.doc

**AGENDA ITEM SUMMARY**

**DATE:** 5/2/11    **DEPARTMENT:** PW - Streets    **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:** Motion to authorize the Mayor to sign the FY13 Safe Routes to School grant agreement for sidewalk along Elm St from 1<sup>st</sup> Ave to the alley between Main St and River St.

**AUTHORITY:**  ID Code \_\_\_\_\_     IAR \_\_\_\_\_     City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey was awarded a Safe Routes to School grant to provide sidewalk along Elm St from 1<sup>st</sup> Ave to the alley between Main St and River St and to add a Rectangular Rapid Flashing Beacon (attached information) as a warning device to replace the current flashing yellow ball warning system. This work is in Fiscal Year 2013 which means funds are available July 1, 2013. The City would be responsible for the preparation of engineering drawings (Galena Engrs has previously prepared sidewalk design drawings as a part of a previous grant) and for the inspection costs. This grant is for \$65,852. Any construction costs above this amount would be the responsibility of the city.

This plan was previously proposed on 2007 and discussions were held with the property owners at that time. As a part of our procedures for infrastructure projects there will be a public information outreach effort as a part of this work.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_    YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_    Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen    Phone # 788-9830 Ext 14  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

____ City Attorney	____ Clerk / Finance Director	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	____ Police	_____
____ Streets	____ Public Works, Parks	____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_    Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, for development of the FY13 SR2S project; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Project A012(415) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Hailey, held on \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

**STATE/LOCAL AGREEMENT  
SAFE ROUTES TO SCHOOL  
PROJECT NO. A012(415)  
ELM ST SIDEWALK & SH 75 RRFB, HAILEY  
FY13 SR2S  
KEY NO. 12415**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF HAILEY, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested funding under the Safe Routes to School (SR2S) Program to provide infrastructure and non-infrastructure projects that benefit elementary and middle school children in grades K-8 as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

**NOTE:** Local Agencies should refer to the SR2S Project Development Manual for information regarding administration of the Safe Routes to School projects.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

**I. NON-INFRASTRUCTURE ACTIVITIES**

1. The total funds available for non-infrastructure activities identified in Exhibit A is \$-0-.
2. The State's contact for non-infrastructure activities is as follows:

Jo O'Connor  
Safe Routes to School Coordinator  
Office of Highway Operations and Safety  
Idaho Transportation Department  
PO Box 7129,  
Boise ID 83707-1129  
Telephone: 208-334-4475  
Fax: 208-334-4440  
e-mail: [JOConnor@itd.idaho.gov](mailto:JOConnor@itd.idaho.gov)

**THE STATE SHALL:**

3. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of costs of the non-infrastructure activities, up to the Federal-aid maximum identified in Section I, Paragraph 1. above.
4. Through its Safe Routes to School Coordinator, will provide guidance and support to the Sponsor in development of the non-infrastructure portion of this project.
5. Upon receipt of appropriate documentation showing expenditure of funds for the non-infrastructure portion of this project, reimburse the Sponsor up to the Federal-aid maximum identified in Section I, Paragraph 1. above.

**THE SPONSOR SHALL:**

6. Develop the non-infrastructure activities as detailed in Exhibit A. Upon official notification to proceed, undertake the following items numbered 7-13 to maintain compliance.
7. Seek the written approval of the Safe Routes to School Coordinator before making all non-infrastructure purchases, acquiring services, awarding stipends, or purchasing incidentals, and provide details of all prizes and stipends awarded.
8. Distribute and submit Parent Survey's and Student Tallies on the National Center for Safe Routes To School (NCSRTS) survey forms twice during the school year, for each year of the project following directions in the SR2S Project Manual. Failure to submit surveys could result in termination of the project.
9. Make timely payment of all invoices and provide to the State, along with allowable invoices, receipts and copies of checks as proof of payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section I, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum.
10. Submit progress reports on the dates specified by the Safe Routes to School Coordinator on the form provided by the State. Failure to submit progress reports could result in termination of the project.
11. Upon completion of the project, the Sponsor will provide a final report. The deadline for completion of the non-infrastructure work is two (2) years from the date of this signed Agreement. The final report and invoice shall be received by the State no later than sixty days following the completion date.
12. Failure to submit progress, final reports, and NCSRTS surveys will jeopardize reimbursement.

13. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

## II. INFRASTRUCTURE ACTIVITIES

1. The total funds available for infrastructure activities identified in Exhibit A is \$65,852.
2. The deadline for completion of all infrastructure activities is two years from the date of execution of this Agreement.
3. Contact information for infrastructure activities is as follows:

District SR2S Contact:

Jack Shambaugh  
ITD-District 4  
216 S. Date St.  
Shoshone, ID 83352  
(208) 886-7823  
[Jack.Shambaugh@itd.idaho.gov](mailto:Jack.Shambaugh@itd.idaho.gov)

Sponsor Contact:

Tom Hellen  
Public Works Director  
City of Hailey  
115 Main St. So., Ste H  
Hailey, ID 83333  
(208) 788-9830  
[Tom.hellen@haileycityhall.org](mailto:Tom.hellen@haileycityhall.org)

### THE SPONSOR SHALL:

4. At its own cost, provide for the design of the project. Projects shall be designed to an approved standard following guidelines contained in the most recent version of the SR2S Project Development Manual available at [www.itd.idaho.gov/SR2S](http://www.itd.idaho.gov/SR2S).
5. The Sponsor shall submit completed project development packages following the steps outlined in the SR2S Project Development Manual to ITD by October 1, 2012. Failure to comply could jeopardize funding for the project.

6. Bid advertisements must take place within thirty (30) days of receipt the State's authorization of such advertisements and follow the required bid procedures as outlined in the SR2S Project Manual. The Sponsor will submit all bids received to the State. The State will provide approval prior to award of the contract. Failure to advertise the project for bids within 30 days may jeopardize funding for the project.
7. During construction of the project the Sponsor shall follow the guidelines in the SR2S Project Development Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
8. Provide for materials testing on the project. Reference the SR2S Project Development Manual for guidelines and requirements.
9. Be responsible for the selection and maintenance of all traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
10. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
11. Make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section II, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the SR2S Project Development Manual for additional information.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
14. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally

funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement..

15. Comply with all other applicable State and Federal regulations.
16. Indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

**THE STATE SHALL:**

17. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
18. Review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.
19. Review and approve bidding documents for conformance to bidding requirements prior to advertisement.
20. Review and approve bids, and provide Sponsor with official authorization to award the contract.
21. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. ITD will review and approve any local procedures prior to executing this agreement.
22. Designate personnel, as the State deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed. The project acceptance shall be made by the ITD District Engineer or their designee.
23. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Section II, Paragraph 1. above.

24. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
25. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
26. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
27. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

**BOTH PARTIES AGREE AS FOLLOWS:**

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

(This space intentionally left blank)

**EXECUTION**

This Agreement is executed for the State by its Assistant Chief Engineer (Development), and executed for the Sponsor by its Mayor.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer  
(Development)

Approved as to form:  
Karl Vogt  
Deputy Attorney General  
December 14, 2010

RECOMMENDED BY:

\_\_\_\_\_  
Roadway Design Engineer

**ATTEST:**

**CITY OF HAILEY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_

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K12415  
'12

# Contact Information

Complete the information below and provide as the first page of your proposal. Carefully read and refer to the "I-STOP 4 Kids Guidelines" as you complete this document. The person identified as the "Primary Contact Person" will be the main point of contact and must be able to answer questions regarding the application. For assistance in completing this document, please contact the Idaho Safe Routes to School Coordinator (contact information below).

Title of Proposed Project (use same as name cover page) Hailey Elementary- Elm Street Extension			
Applicant (name of Sponsor organization): Mountain Rides		Federal Employment Identification No.(EIN) 82-0382250	
Sponsor Type <input type="checkbox"/> School District <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State <input checked="" type="checkbox"/> Other Public Agency			
Primary Contact Person for Infrastructure (to answer application questions) Tom Hellen		Title Public Works Director	
Mailing Address 115 Main St South, Suite H	City Hailey	State ID	Zip 83333
Daytime Phone 208.788.9830 x14	Fax Number 208.788.2924	E-Mail Address tom.hellen@haileycityhall.org	
Primary Contact Person for Non- Infrastructure (to answer application questions) Danielle Travers		Title Bike and Ped Coordinator	
Mailing Address 491 Sun Valley Rd	City Ketchum	State ID	Zip 83340
Daytime Phone 208.788.7433 x104	Fax Number	E-Mail Address danielle@mountainrides.org	
School District Blaine County	School Name (Copy and attach additional Contact Pages for multiple schools) Hailey Elementary School		

Check Yes or No to the following questions	<u>Yes</u>	<u>No</u>
Is project(s) located in a Metropolitan Planning Organization's jurisdiction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will you be submitting more than one project during this application cycle?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
This program is a cost reimbursement program. Should your project be selected for funding, do you have funds in place to support spending prior to reimbursement by ITD?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The accompanying I-STOP is for both infrastructure and non-infrastructure funding. If your infrastructure project is NOT recommended for funding in this federal fiscal year, do you want your non-infrastructure project to be considered as a stand-alone plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Anticipated Funding Amount Requested for this K-8 project(s)</b>	
Infrastructure - Amount Requested	\$ 65,852 ✓
Non-infrastructure (education component) - Amount Requested	<del>\$ 7,150</del>
<b>Total Requested</b>	<b>\$ 73,002</b>
<b>Previously Funded Year(s) and Total Awarded</b>	<b>\$ 2007: \$90,595</b>

12415 1215 7920

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20

2012



# Safe Routes to School Application and I-STOP 4 Kids Worksheets



Idaho  
Safe Routes to School

### Main Contact

Name	Danielle Travers
Organization	Mountain Rides HAILEY
Title	Bike and Ped Coordinator
Phone Number	208.788.7433 x104
E-Mail Address	danielle@mountainrides.org

ITD 0166 (Rev. 02-10)  
I-STOP 4 KIDS Safe Routes to School Travel Plan

## Project Sponsor

I, Danielle Travers (print your name), am the authorizing official for (name of organization) Mountain Rides

and certify that the above named sponsoring agency supports the proposed Safe Routes to School project and has the legal authority to apply for and pledge the funds required to receive reimbursement for this project and shall enter into a state/local agreement with ITD. I further certify that all information contained herein is true and correct to the best of my knowledge and that the sponsor will provide maintenance for all infrastructure improvements upon completion.

Date 2/24/2010

ITD District (1-6) 4

Please deliver one (1) original and fifteen (15) copies to:

Jo O'Connor  
Safe Routes to School Coordinator  
Annex Building  
Idaho Transportation Department.  
3293 Jordan Street  
Boise, ID 83703

[joconnor@itd.idaho.gov](mailto:joconnor@itd.idaho.gov)  
208-334-4475 (phone)  
208-334-8595 (fax)

# I-STOP 4 Kids Travel Plan Work Sheet

## Section 1 - Introduction and Start of the I-STOP Travel Plan

(Your school SR2S Task Force must be committed to ensuring that students living within biking and walking distance are able to utilize active transportation alternatives, such as walking and bicycling, for a safe and enjoyable trip to school. This I-STOP will address the issues that impede active transportation, and seek Safe Routes to School (SR2S) strategies to solve the problems identified.

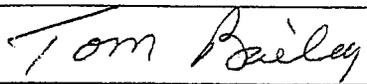
Our Task Force is motivated to pursue Safe Routes to School because (check all that apply):

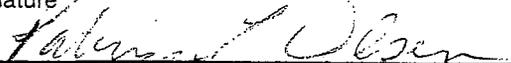
- We highly value student physical activity and health.
- We have a history of pedestrian or bicycle crashes around school(s).
- We wish to improve unsafe or insufficient walkways, bikeways, and crossings.
- We are committed to reducing speeding and reckless driving near school(s).
- Our students are threatened by illegal behaviors near school(s).
- We want to improve the air quality and reduce fuel consumption around our school(s).
- We want to build better partnerships between school(s) and the community.
- Other We want to promote and improve student knowledge about the benefits of active and alternative transportation

## Section 2 - I-STOP School Based Task Force

A diverse Safe Routes to School Task Force develops the most successful programs and are involved in the day-to-day implementation of the program at each school. Identify at least two individuals for each school's SR2S Task Force and identify their role, e.g. Walking School Bus supervisor. Maximum points will be given for a comprehensive list of members These individual may also be part of the *Project Partners* list in *Section 10* of this document. The Task Force is usually comprised of a variety of individuals, each lending their own unique perspective and expertise in order to make walking and bicycling to school safer, more routine, and fun for our students. The Task Force should include: School staff and/or Principal(s), School District officials, student(s), parent(s), PTA/PTO or School Council members. Refer to the *Guidelines* for Task Force building suggestions; add extra pages of Task Force information for additional schools.

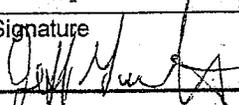
School Name Hailey Elementary School

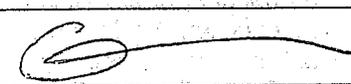
Chair or Co-Chair Name Tom Bailey	Title Principal
Representing Hailey Elementary	Role SR2S Hailey Elementary Team Leader
Signature 	Date 22 Mar 2010

Chair or Co-Chair Name Patricia Cole	Title PE Teacher
Representing Hailey Elementary	Role SR2S Hailey Curriculum Coordinator
Signature 	Date 3-25-10

Chair or Co-Chair Name Calixto Barayazarra	Title Crossing Guard
Representing Hailey Elementary	Role SR2S Crossing Guard Coordinator
Signature	Date

Chair or Co-Chair Name Tanya Cole	Title PTA Officer
Representing Hailey PTA	Role SR2S Volunteer Coordinator
Signature	Date

Chair or Co-Chair Name Jeff Gunter	Title Chief of Police
Representing Hailey Police Department	Role SR2S Enforcement Coordinator
Signature 	Date 3-23-08

Chair or Co-Chair Name Greg Martin	Title Director
Representing Wood River Bike Coalition	Role SR2S Bike Recreation Coordinator
Signature 	Date 2/26/10

Chair or Co-Chair Name	Title
Representing	Role
Signature	Date

Chair or Co-Chair Name	Title
Representing	Role
Signature	Date

**Section 3 - The Public Input Process**

Our Task Force worked to include the entire community in developing our I-STOP. Refer to pages 10-12 of the Guidelines for information about each of these processes. The following were accomplished (check all that apply.)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Administered parent surveys  | <input checked="" type="checkbox"/> Consulted with ITD District   |
| <input checked="" type="checkbox"/> Interviewed key stakeholders   | <input checked="" type="checkbox"/> Incorporated our town's existing bike or pedestrian plan recommendations            |
| <input checked="" type="checkbox"/> Publicized a public comment period                                       | <input checked="" type="checkbox"/> Existing policies or plans support community wide bicycle and pedestrian facilities |
| <input type="checkbox"/> Hosted public meetings  | <input checked="" type="checkbox"/> Community based bicycle or pedestrian advocates are involved in the project         |
| <input checked="" type="checkbox"/> Solicited student opinions   | <input type="checkbox"/> Incorporated our School Wellness Policy objectives   |
| <input checked="" type="checkbox"/> Conducted a school neighborhood "Walkability and Bikeability" assessment | <input checked="" type="checkbox"/> Conducted engineering studies   |
| <input type="checkbox"/> Consulted with MPO  | <input type="checkbox"/> We have no public input process at this time   |
| <input type="checkbox"/> Consulted with Highway District   |   |
| <input checked="" type="checkbox"/> Consulted with School District   |   |
| <input type="checkbox"/> Other _____   |   |

Some highlights of our public input activities included:

During the month of March, Mountain Rides put a heavy focus on outreach and public input. One of the major highlights of this process was our 'feedback fleet' on March 9<sup>th</sup>. We parked a Mountain Rides bus at strategic community centers around Hailey (Community Campus, grocery stores, etc) for a Scout Your Route workshop. Community members were able to come on the bus, learn about past, current, and future Safe Routes projects, get hooked up with a walk or bike group, and give us feedback on our proposed infrastructure project for FY12.

We have also put a strong focus on emerging media as a means of facilitating conversations within the community. Our Social Media Marketing plan utilizes Twitter, Facebook, Ning, and MapMyRide.com to expand our presence. We have been able to gather feedback on Safe Routes, mostly via Twitter and Facebook.

Provide details of existing policies or plans that support community wide improvements for bicycle and pedestrian facilities.

The City of Hailey is extremely active and progressive in promoting a safe pedestrian/cyclist community. The Planning Department advocates Complete Streets policies and has held public workshops and created a Task Force to advise on street safety and connectivity issues. In the overhaul of the Comprehensive Plan, the Planning Department has included a section on 'School Facilities and Transportation', providing a road map for responsible and sustainable land use and transportation practices, which are in line with Safe Routes recommendations, as the City grows.

**Section 4 - Current School Travel Environment**

This is how our students currently travel to and from school.

For projects that have been funded in the past, state your baseline data. Provide data for each participating school on a separate page in this format. Also indicate how the information was gathered (e.g., in-class hands-up count or self-reporting, school data, surveys sent home etc.) Refer to page 12 of the *Guidelines* to complete this section.

School Name Hailey Elementary School

Survey Method National Center for SR2S Teacher and Parent Surveys

Baseline Travel Modes M/Y 05/08	Walk	Bike	School Bus	Safety Bus	Carpool	Family Vehicle	Other
Number of Students	7.8	22.8	8.3		1.2	20.8	0.3
Percentage of Students	12.8%	37.2%	13.6%		1.9%	34%	0.5%

Baseline Travel Modes M/Y 10/09	Walk	Bike	School Bus	Safety Bus	Carpool	Family Vehicle	Other
Number of Students	11.5	14.75	29.75		3.25	79.75	1
Percentage of Students	8.5%	10.9%	22%		2.4%	59.1%	.8%

These are the distances our students live from school.

Distance Live From School	0 - ½ Mile	½ - 1 Mile	1 - 1½ Mile	1½ - 2 Miles	Over 2 Miles
Number of Students	19	8	5	6	11
Percentage of Students	36.5%	15.4%	9.6%	11.5%	21%

If funded, state your SR2S project goals.

Travel Mode Goals M/Y 10/12	Walk	Bike	School Bus	Safety Bus	Carpool	Family Vehicle	Other
Number of Students	63.9	63.9	85.2		38.3	170.4	4.2
Percentage of Students	15%	15%	20%		9%	40%	1%

School Demographics: Total students in this school - 426

Students on free or reduced lunch - %19

We have the following supports or activities in place during student travel times (check all that apply.)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Crossing guards         | <input checked="" type="checkbox"/> Staff presence during drop-off/pick-up    |
| <input checked="" type="checkbox"/> Speed zones             | <input checked="" type="checkbox"/> Walking School Bus                        |
| <input checked="" type="checkbox"/> Crosswalks              | <input checked="" type="checkbox"/> Bike Train                                |
| <input checked="" type="checkbox"/> Advance warning signs   | <input checked="" type="checkbox"/> Police department support                 |
| <input checked="" type="checkbox"/> Traffic calming devices | <input type="checkbox"/> Crime or violence prevention program                 |
| <input type="checkbox"/> Student patrol                     | <input type="checkbox"/> Neighborhood Watch program                           |
| <input type="checkbox"/> Parent patrol                      | <input checked="" type="checkbox"/> Existing designated school route plan/map |
| <input type="checkbox"/> Other _____                        |   |

Our school has the following Health and Wellness policies in place over and above state minimum standards (check all that apply.)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Soda and candy is removed from vending        | <input type="checkbox"/> Idaho Physical Activity and Nutrition Program |
| <input checked="" type="checkbox"/> Nutritious snacks are offered to our students | <input type="checkbox"/> Idaho Nutrition Standards for Schools         |
| <input type="checkbox"/> Member of Idaho School Nutrition Assn.                   | <input type="checkbox"/> Idaho Coordinated School Health               |
| <input type="checkbox"/> Other _____  |  |

**Section 5 - School Arrival / Dismissal Procedures and Existing Policies (provide details of existing policies and planned changes)**

**For Pedestrian and Bicyclist**

Existing: Bikers and walkers are encouraged to use the North or West entrances where Bike Racks are located. There is no staggered arrival/release in place at this time.

Proposed: With school approval, we would like to do a short test (1-4 weeks) of a staggered release program during Bike Month 2012 (May). Bikers, walkers, carpools, and busers would get early release to encourage alternatives to the Single Occupancy Vehicle (SOV)

**For Private Vehicles and School Buses**

Existing: Buses load and unload at the East entrance, separate from all other foot and vehicle traffic.

Proposed: With school approval, we would like to do a short test (1-4 weeks) of a staggered release program during Bike Month 2012 (May). Bikers, walkers, carpools, and busers would get early release to encourage alternatives to the Single Occupancy Vehicle (SOV)

**For Private Vehicles**

Existing: Parents of 4<sup>th</sup>, 5<sup>th</sup> grade, and Kindergarten are encouraged to drop children off at the West entrance along 1<sup>st</sup> Street. Parents of 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> grade are encourage to drop their children off at the North entrance along Elm Street where a designated pickup/dropoff lane exists to control safety. Vehicles are not allowed to idle and are discouraged from parking for extended periods of time in the pickup/drop-off lane.

Proposed: With school approval, we would like to do a short test (1-4 weeks) of a staggered release program during Bike Month 2012 (May). Bikers, walkers, carpools, and busers would get early release to encourage alternatives to the Single Occupancy Vehicle (SOV)

How do you believe this project will help reduce motor vehicle congestion and emissions in the vicinity of the school, or change parent and school bus pick-up/drop-off procedures?

We have seen heavy usage along the existing Elm Street Connector (funded with a SR2S grant in 2009), and have received high praise from parents, students, and school officials. Continuing the Connector would build upon this success by allowing parents and students approaching the school from the West side to feel that they can walk to school safely instead of driving. Additionally, the connector will discourage parents from idling their vehicles by reducing the space for cars to pull over.

**Section 6 - Current Barriers to Active Transportation**

We have identified and prioritized the following barriers to walking and bicycling to school.

Rate the importance of all that apply, as 'High-H', 'Medium-M' or 'Low-L': For a summary of the types of barriers, refer to pages 13-15 of the Guidelines.

	H	M	L
Convenience for parents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child care provides transportation to and from school	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traffic crashes within 2 miles of school over the last 3 years	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Missing or insufficient walkways (sidewalks and paths)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No safe place to ride a bike to school	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crossing streets and intersections is difficult or dangerous	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A primary arterial or highway divides the school from residential areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walkways are not accessible to students with disabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Distance to school is too far	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bike parking at school is missing, insufficient, or non-secure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dangerous driving and speeding on streets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drop-off and pick-up process creates congestion and unsafe behaviors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public safety concerns (crime, violence)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School policies ban or prohibit bicycling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Local ordinances negatively impact pedestrians and bicyclists	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following are some details regarding the barriers that we have identified as our top priorities. It includes locations and characteristics of specific situations:

In our most recent Parent Survey (10/09), the top three barriers to walking or biking were identified as distance (59.3%), Crime or Violence (66.7%) and Weather (66.7%).

Winter weather, dark skies, and snow removal are major issues during the winter months in Blaine County. We work closely with municipal and school district maintainence crews to be sure that all efforts are made to keep sidewalks clear, particularly along the designated Safe Route. In the past, we have given away reflectors and lights as promotional SR2S items to make parents feel more secure letting their children walk on dark mornings.

Though Blaine County is a relatively safe area, parents do show concern about letting children walk without supervision for fear of violence, kidnapping, etc. A Safe Home program that ties into Safe Routes, along with education about crime statistics, may be an effective way to battle paranoia.

Distance is an issue for Blaine County Schools for several reasons. Firstly, the rural nature of our community means that many families live beyond reasonable walking distance of schools. Secondly, some parents may choose to enroll their children at schools located near the parents place of employment rather than enrolling in their neighborhood school. Thirdly, children who are enrolled in Blaine County's dual immersion program may have to attend a school beyond their neighborhood in order to participate.

**Section 7 - Creating Non-Infrastructure Solutions**

Refer to pages 15-16 of the Guidelines for details on the strategies in this section.

**Goals**

Our primary goal(s) for active school transportation are (check all that apply.)

- Increase the number of students walking and bicycling to school
- Improve the safety of walking and bicycling students
- Other Increase knowledge of the health and environmental benefits of walking and biking to school

**Strategies**

We have identified strategies involving four of the 5 "E's" of Safe Routes to School to address the non-infrastructure barriers to walking and bicycling in our school community and to achieve our stated goals. We have selected all applicable strategies from each of the categories of Education, Encouragement, Enforcement and Evaluation, in addition to any Engineering strategies that are indicated. The strategies we will use include:

**a) Education Strategies** (check all that apply)

- Create educational materials
- Teach pedestrian and bicycle safety skills to students and parents
- Organize a Bicycle Rodeo or training course to teach on-bike skills and bike maintenance
- Teach personal safety skills to students and parents
- Teach the health, environmental and sustainable transportation benefits of walking and bicycling to students and parents
- Educate parents and caregivers about safe driving procedures at the school
- Train school and community audiences about Safe Routes to School
- Create preferred walking and biking route maps
- Other \_\_\_\_\_

**b) Encouragement Strategies** (check all that apply)

- Create a "Corner Captain" volunteer program (adult volunteers along route to school)
- Create Recommended Routes, Safe Houses and Safe Businesses on the route to school
- Start a Walking School Bus program
- Start a Bike Train program
- Host International Walk to School Day or other special event (first Wednesday of October each year)
- Initiate a walking/biking mileage club or other contest
- Create a park-and-walk program
- Promote Safe Routes to School in the community
- Initiate an incentive program for safe travel behaviors among students
- Start a Neighborhood Watch initiative
- Conduct a community safe driving awareness and education campaign (must get prior authorization from SR2S for all media funded by ITD)
- Other \_\_\_\_\_

**c) Enforcement Support Strategies** (check all that apply. Law enforcement overtime or equipment is not funded by Idaho SR2S)

- Create a crossing guard training program
- Create a parent or student patrol program
- Provide regular presence during school arrival and dismissal
- Utilize speed feedback trailers or signs
- Conduct increased warning and ticketing efforts that target motorists (e.g. crosswalk enforcement)

- Assist with bicycle and pedestrian safety education activities and special events  
 Other \_\_\_\_\_

**d) Evaluation Strategies** (check all that apply)

To gauge the success of our efforts, we will collect data both before and after implementation of our strategies. We will measure the impact of our I-STOP Travel Plan by (check at least one):

- Counting the number of students who walk and bicycle to and from school  
 Conducting the National Center for SR2S Student Tally paper surveys or on-line surveys  
 Tracking the number of crashes within 2 mile radius of school  
 Conducting the National Center for SR2S parent/guardian perceptions of safety surveys or on-line surveys  
 Obtaining planning services for expanding or improving an existing SR2S Travel Plan  
 We have developed additional safety evaluation measures that include: (fill in below)

This May, Mountain Rides and Safe Routes to School will be hosting a Community Mapathon. The Mapathon will be a daylong event that relies on community volunteers and GPS devices to catalog Safe Routes. Not only will the Safe Routes be mapped out, but volunteers will note locations of sidewalks, crosswalks, bike lanes, potholes, broken connections, etc. The resulting map will be a living document that can be updated and referenced for future infrastructure needs.

**Section 8 - Mapping School Attendance Area, Preferred Routes, and Proposed Improvements/Targeted Location(s)**

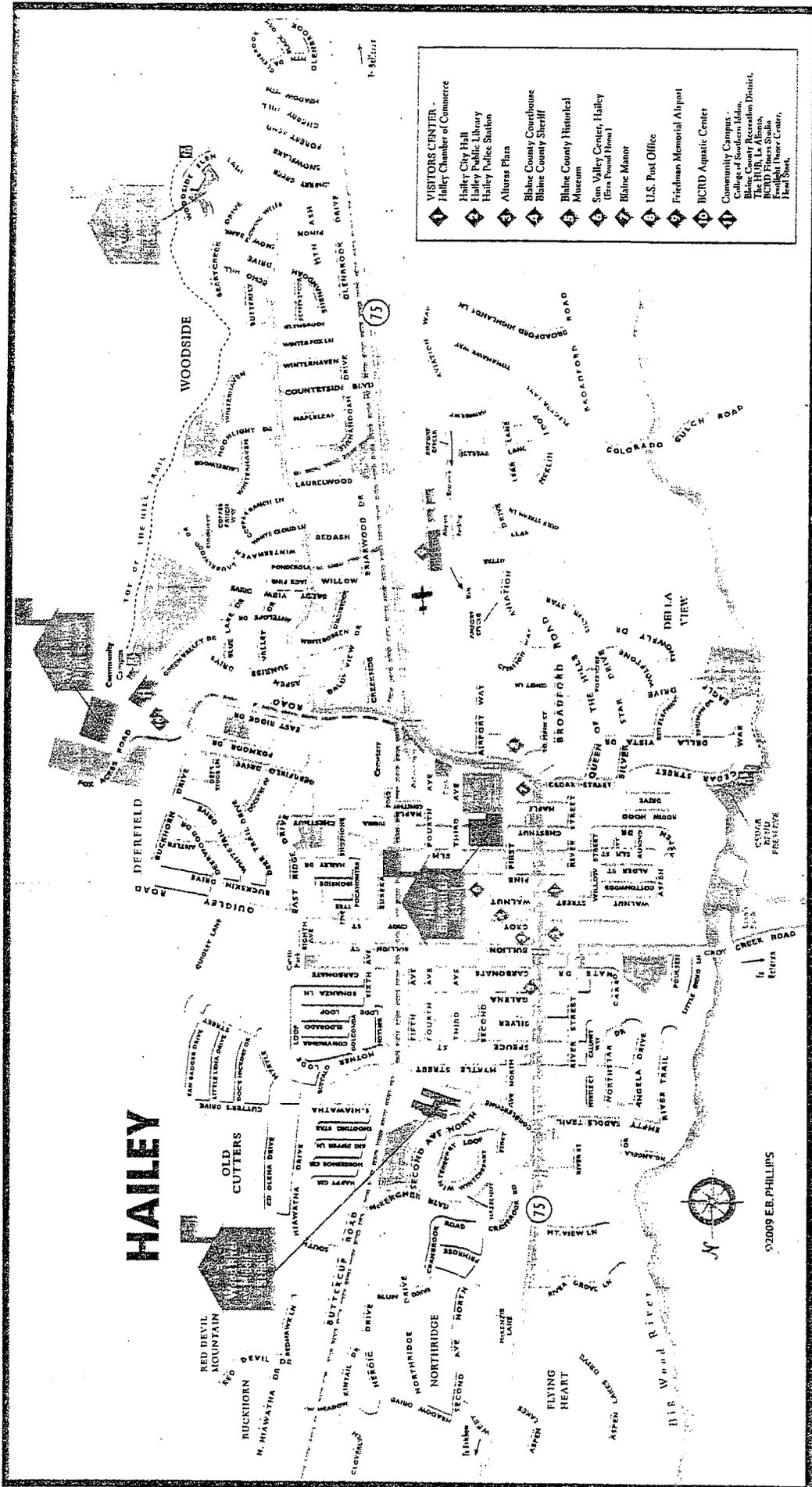
Provide a map which depicts the school's travel routes, attendance boundaries, existing infrastructure and proposed improvements within a 2 mile radius (or what your school considers appropriate walking and biking distance). Map size shall be no bigger than 8 ½"X11". Color photos are also permitted (limited to 2 - 8 ½" X 11" pages). Attach map and photos before Section 9.

*Note: We recommend providing color photos and maps for all application copies. It is much easier for reviewers to see what is being portrayed. Maximum points will be awarded for this section if the preferred walking and biking route maps are created for each school and provided with the application.*

Your map should include the following:

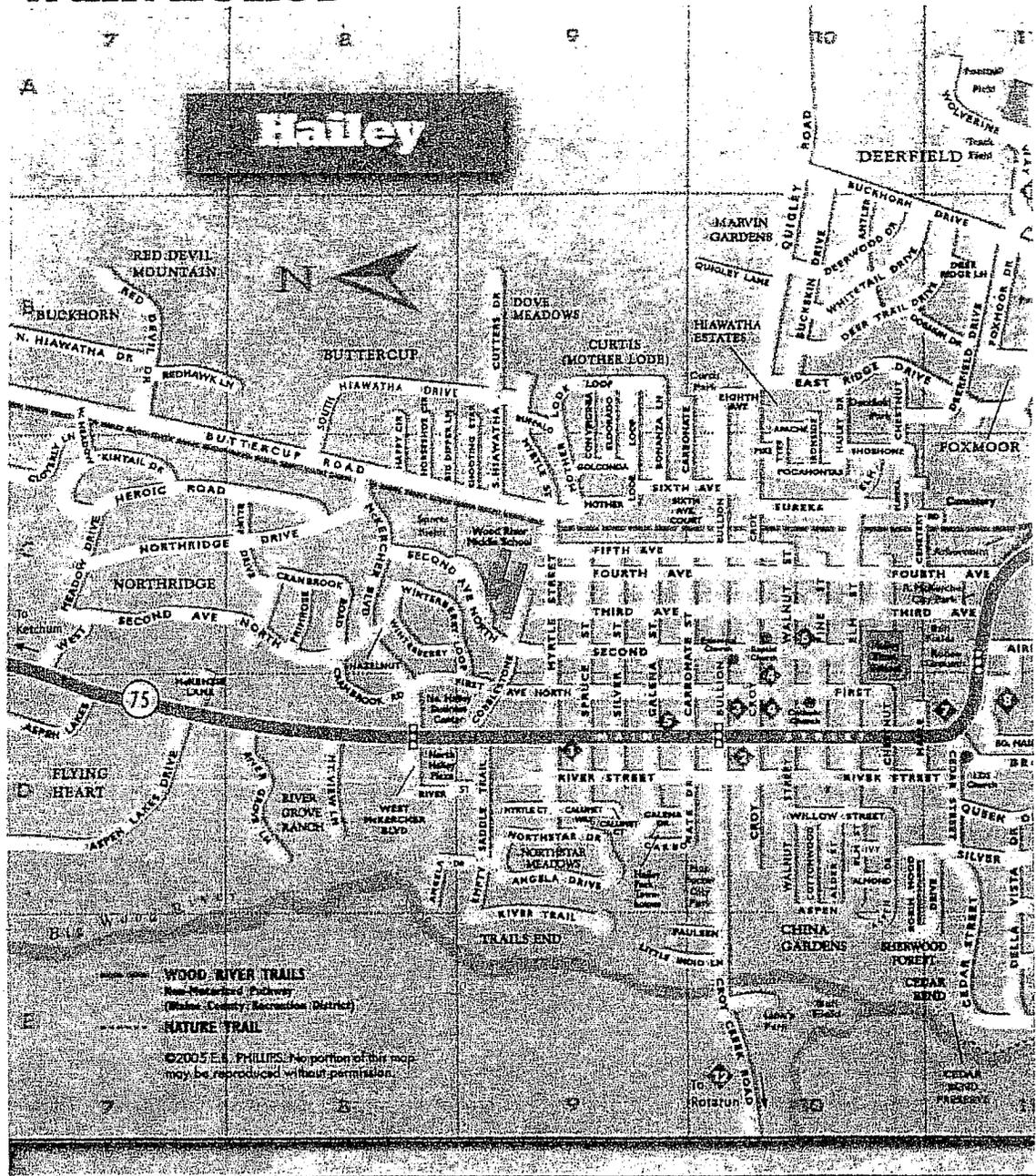
- School location
- Surrounding streets and street names
- Location of sidewalks and pathways within walking or bicycling distance
- Landmarks
- Traffic signals, stop signs, and yield signs
- Crosswalk and crossing guard locations
- Speed limits
- Designated walking or bicycling routes, if they exist
- Specific areas to avoid or where extra caution is needed such as railroad tracks, four lane roads, drainage ditches, poorly maintained roads or sidewalks, driveways with heavy truck traffic, etc.

Sometimes this information is available from the school district or local planning or traffic engineering department. In some cases it may be necessary to gather more information through a walkabout, bicycle about, audit or other assessment method. For more information on conducting walking and bicycling audits, please visit [www.saferoutesinfo.org/guide/engineering/walking\\_and\\_bicycling\\_audits.cfm](http://www.saferoutesinfo.org/guide/engineering/walking_and_bicycling_audits.cfm)



Wood River Trail - Burke Path  
 Safe Route  
 Mountain Rides Bus Route

# Walk Zones



## STREET INDEX

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**Section 9 - A Plan for Action (Do not exceed one additional page for this section)**

The Safe Routes to School Team is committed to realizing our vision for a safe, enjoyable and accessible walking and bicycling environment for our students. We will utilize the following Action Plan to keep our efforts focused and on track.

**Note:** List SR2S strategies you identified in Section 7 in the table below and on the following page. Complete the remaining columns. (see sample in Guidelines.)

Choices Include:

Timeframe Selections - 3-6 months, 6-12 months, 12-24 months, or 24-36 months

Status Selections - not yet begun, under development, being implemented, complete

Funding Source Selections - Idaho SR2S Program - current program cycle, Idaho SR2S Program - future program cycle, other funding source (identify the source), and none needed local

Issue	Strategy Description	Education	Incentive	Encouragement	Enforcement	Engineering	Evaluation	Task	Time	Responsible Party	Status	Potential Funding Source
Safety misperception is limit walking/biking and/or lead to unsafe behaviors in children and parents	Create Educational Material, teach personal safety skills	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Create educational material for a consistent, annual program to be administered in Grade 3. Incorporate parents, police, teachers	3-6 months	Mountain Rides	Being Implemented	Idaho SR2S current and future cycles, Blaine County School District
Parents and children practice unsafe cycling	Teach bike and ped skills to students and parents, Organize a Bike Rodeo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	One week of bike ed integrated into 3rd grade curriculum every May	3-6 months	Mountain Rides, Police Department	Being Implemented	Idaho SR2S, BCSD
Many students live far from school	Start a Park and Walk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work with teachers and parents to evaluate an appropriate location/procedure for park and walk and roll out	6-12 months	Mountain Rides, Hailey Elementary	Not yet begun	None needed

Issue	Strategy Description	Education	Encouragement	Enforcement	Engineering	Evaluation	Task	Time	Responsible Party	Status	Potential Funding Source
There is a disconnect between travel behaviors and attitudes towards green living	Teach health, environmental, and sustainable transport benefits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Incorporate transportation education into curriculum and launch a psa campaign	3-6 months	Mountain Rides	Not Yet Begun	Local, BCSD
Parents worry about their child's safety walking/biking alone	Start walk/bike groups. Create Safe Houses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recruit new groups/participants. Tie in incentive program. Have police offer specialized neighborhood safety classes.	6-12 months	Mountain Rides, SR2S Task Force, Police	Being Implemented	None needed
Many parents/students feel strongly about SR2S but don't have consistent participation	Initiate a long-term mileage club. Provide regular presence during school hours. Count number of students walking/biking.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Start a fall and spring mileage club with incentives for parents and students. Employ more sophisticated data collection and analytics.	3-6 months	Mountain Rides, SR2S Taskforce	Under development	SR2S, local funding, donations
Current walking/biking data is incomplete and/or not reliable	Count number of students walking/biking. Conduct National Center tallies and surveys.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Put better data analytics practices into place. Use consistency in collection.	6-12 months	Mountain Rides, Taskforce	Under development	SR2S

Issue	Strategy Description	Education	Incentive	Enforcement	Engineering	Evaluation	Task	Time	Responsible Party	Status	Potential Funding Source
Students and parents don't have a clear understanding of what's considered the Safe Route	Create recommended Safe Routes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Improve information on maps. Create internal map merging information from cities, school district and SR2S (ie speed limits, recent crash data, student demographics). Host events that demonstrate the route. Annual Mapathon.	6-12 Months	Mountain Rides, BCSD, Cities, BCRD	Under development	Local, SR2S Current and Future Cycles, SR2S Mini Grants
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

**Section 10 - Project Partners Endorsement and Approval of I-STOP**

We believe that building a strong partnership between schools and local government is fundamental to the success of SR2S projects. Project Partners are individuals within agencies or organizations that have a vested interest in your school project because of jurisdiction. You must have the required support of each official in this section. Please indicate whether partners have an active role in the Task Force.

Our Travel Plan has been endorsed by the following representatives:

<b>Required: School Official</b>	
Name Tom Bailey	Title Principal
Representing Hailey Elementary	Task Force Role Hailey Elementary Team Leader
Signature <i>Tom Bailey</i>	Date 22 Mar 2010

<b>Required: School District Official</b>	
Name Rex Squires	Title Transportation Director
Representing Blaine County School District	Task Force Role BCSD Transportation Liason
Signature <i>Rex Squires</i>	Date 3/26/10

<b>Required: Metropolitan Planning Organization Official</b>	
Name N/A	Title
Representing	Task Force Role
Signature	Date

<b>Required (if applying for infrastructure funding): Local Government Official (entity with jurisdiction over project's location)</b>	
Name Rick David FRITZ HAEMMERLE	Title Mayor COUNCIL PRESIDENT
Representing City of Hailey	Task Force Role
Signature <i>Rick Haemmerle</i>	Date 3/23/10

<b>Required (if applying for infrastructure project on ITD Right-of-Way): ITD District Engineer</b>	
Name N/A Devin Rigby	Title DE
Representing ITO	Task Force Role
Signature <i>Devin Rigby</i>	Date 3/26/10

<b>Optional: Parent Organization (PTA, PTO, or Local School Council)</b>		
Name	Title	
Tanya Olson	PTA Volunteer Coordinator	
Representing	Task Force Role	
Hailey Elementary School PTA	SR2S Volunteer Coordinator	
Signature		Date

<b>Optional: Health Organization (local public health agency, hospital, county Health Department, nonprofit, etc.)</b>		
Name	Title	
Suzanne Buchanan	Youth and Family Coordinator	
Representing	Task Force Role	
Wood River YMCA	Youth Health Advocate	
Signature		Date

<b>Optional: Other</b>		
Name	Title	
Nathan Welch	Executive Director	
Representing	Task Force Role	
Citizens for Smart Growth	Land Planning Advisor	
Signature		Date
<i>Nathan Welch</i>		25 Mar 2010

**Section 11 - Non-Infrastructure Funding Request (Including Coordinator Positions)**

Cost Estimate for Non-Infrastructure Efforts: Local funds and in-kind donations are encouraged, but not required.

All revisions, purchasing requests, or other expenditures must be submitted to the State SR2S Coordinator on the Budget Itemization form, ITD 0191, for prior approval. All requests for reimbursement must be submitted on the form ITD 0188, Reimbursement Claim, with invoices and proof of payment.

➡ **When submitting for reimbursement, please keep in mind that the State fiscal year ends June 30, therefore, remember to submit all claims for expenses incurred prior to June 30 separate from claims for reimbursement of expenses that occurred after July 1.**

This form becomes part of your contract with ITD. Any changes to the budget must be preapproved by submitting a Budget Itemization revision (ITD 0191). Cost overruns are the responsibility of project sponsor. \*

If a coordinator position is being requested or has been funded in the past, it is essential that accomplishments and future project goals be clearly described.

Cost Estimate Non-Infrastructure	Amount Requested	Amount Donated	Amount ITD Approved
<b>*Personnel Costs</b> (Coordinator hourly wage, including benefits, travel, volunteer/intern stipends, and all other anticipated personnel costs)			
Spanish Translator: 20 hours @ \$20/hr	\$400		
Subtotal	\$	\$	\$
<b>Educational Materials</b>			
Parent Workshops - Fall and Spring	\$300		
In Classroom Education	\$300	\$300	
Newsletter and Maps	\$300	\$500	
Subtotal	\$	\$	\$
<b>Encouragement Incentives</b> (Bike helmets and other safety items can be included)			
Helmets	\$350		
Event incentives - Fall and Spring	\$1500	\$300	
Subtotal	\$	\$	\$
<b>Special Events</b> (\$200 is the maximum allowed for refreshments per event.) Sign-in sheets required for reimbursement.			
Fall Events - Kickoff, Walk to School, etc	\$1000	\$300	
Spring Events - Trip Tracker, Bike Month, etc	\$1000	\$300	
PR and Outreach	\$2000		
Subtotal	\$	\$	\$
<b>Indirect Costs</b> (Must be accompanied by letter from the organization/agency's accountant explaining requested rate)			
Subtotal	\$	\$	\$
		Donated	Federal
<b>Totals</b>	\$ 7150	\$ 1700	\$
<b>This section to be completed by ITD</b>		Total Allowed for Non-Infrastructure Project \$	

**Section 12 - Engineering Strategies**

Proposals requesting funds for infrastructure improvements (the 5<sup>th</sup> E – Engineering) must be accompanied by a strong Education and Encouragement non-infrastructure program (the 4 Es).

Engineering Strategies within 2 miles of schools if applying for infrastructure funds (check all that apply)

- Conduct speed study to see if speed reduction is warranted
- Construct, replace, improve, or repair sidewalks, signals, lighting, and pedestrian crossings
- Create on-street bicycle facilities (bike lanes, widened shoulders, etc.)
- Build off-street walking/bicycling paths
- Install street crossing improvements (crosswalks, curb extensions, median refuges, raised crossings, pedestrian bridges or tunnels)
- Install new or improved lighting for walkways or bikeways
- Install new or improved signage (school zone, speed limits, crosswalk)
- Install new or improved pavement markings and bike lanes
- Make existing walkways accessible to disabled students
- Install bicycle parking near schools (bike racks, bike lockers, covered shelters)
- Install traffic calming or speed reduction measures (curb extensions, speed humps, traffic circles, raised crosswalks, narrowing lanes, street closures)
- Install traffic control devices (traffic signals, pedestrian signals, flashing beacons)
- Design pick-up and drop-off procedures to increase safety and access
- Divert traffic away from school zone or designated routes
- Engineering strategies are not identified at this time for our community
- Other (fill in below)

**Maintenance**

Who will be responsible for maintaining the infrastructure project (include snow removal, damage, etc.)? Submit a signed statement from the agency/organization with responsibility for maintenance.

The City of Hailey will be responsible for the maintenance including snow removal for the sidewalks and travel lanes constructed by this project

**Utilities**

List all utility fees associated with this infrastructure project and who will be responsible for fees. If the project involves canals, utilities, or railroads attach evidence of support, copies of agreements, and details of who will pay for changes resulting from the project.

No utility fees will be a part of this project.

**Project Design and Management**

Who will design and manage the infrastructure project? Do you have in-house staff to perform the work? Do you plan to include outside construction project administration fees in your proposal? Please be complete with your answer.

The design of this project was done by a local consultant, Galena Engineering, with oversight by the City of Hailey City Engineer. Construction surveying will also be performed by Galena Engineering but construction inspections will be conducted by City of Hailey staff; the City Engineer and the Street Superintendent.

**Section 13 - Infrastructure Funding Request**

Cost Estimate for Infrastructure improvements: Local funds and in-kind donations are encouraged, but not required. Contingencies up to 5% for construction costs, and project administration fees paid to outside consultants only up to 10% of the total construction, must be included in the engineering estimate and cannot exceed the total infrastructure cap of \$100,000 per project. Only projects that meet the environmental requirements of a Categorical Exclusion shall be considered for SR2S program funding. Refer to the I-STOP *Guidelines* for the SR2S Advisory Committee's list of tips on success for infrastructure project proposals.

- The Concept Report found must be signed by the ITD SR2S Contact listed on page 35 of the guidelines.
- Construction project awards are reduced to reflect construction bids received and are no longer available to the Sponsor once funds are obligated
- Bid amounts over the award are the responsibility of the Sponsor

Complete and return this page ONLY if you will build sidewalk or shared use pathway (bike trail)

Sidewalk     Shared Use Pathway

Width in feet 6'    If narrower than recommended, explain.

Separation from curb in feet 0'    If narrower than recommended, explain.

Sidewalk adjoins the curb and will be the minimum 6' width

We will be using  concrete     asphalt    for sidewalk.    If using asphalt, explain.

Are there any retaining walls abutting the sidewalk/pathway?

Yes     No    If Yes, complete the following.

Height of retaining wall \_\_\_\_\_ Provide details.

Are there any adjacent drop-offs to the sidewalk/pathway (slopes down)?

Yes     No    If Yes, provide details.

If sidewalk or pathway will narrow anywhere, explain why, how much and for what purpose and distance (e.g. to accommodate trees, lamppost, signs).

N/A

How many students are expected to walk/bicycle this route to school? 40

With pedestrians off the roadway, will the roadway be restriped to create bike lanes?     Yes     No

What are the planned or existing curb radii? 25'

How many curb ramps with detectable warnings (truncated domes) will be built? 6' (Show corner detail)

See attached plans

### SR2S Advisory Committee Recommendations

**Sidewalk/Multiuse Pathways** - Recommended minimum width for sidewalk separated from the curb of 5', and 6' on a school frontage. Minimum recommended width for a shared use path, 10'. Separation from curb allows for snow storage and provides a safety and comfort buffer from traffic. It increases the usable width of the pedestrian/cycling facility. Where sidewalk adjoins curb, the SR2S Advisory Committee recommends 6' wide minimum, plus curb.

**Curb Radius** - When conditions allow a tight radius can help slow turning traffic, protecting pedestrians crossing the street and narrowing the pedestrian travel path. Curb ramps should point in the direction of travel, thus guiding the blind and preventing wheelchairs from entering the intersection at a vulnerable point.

**Use the AASHTO Green book to help explain all the issues that go into selecting appropriate corner radii. See the ITD Design Manual at <http://itd.idaho.gov/design/standarddrawings.htm> for examples of engineering plans that can be used for a range of SR2S projects and are free of charge.**

**Complete and return this page ONLY if you will improve crosswalks**

Will you install flashing signals?  Yes  No

If so, provide a detailed description and a picture if available.

See attached description of the Rectangular Rapid Flashing Beacon

When will the signal flash? The signal will be activated by a push button when a crossing is desired.

What color will the light be? White

Describe how the light will be controlled.

The signal will be activated by a push button when a crossing is desired

How many vehicle lanes of travel are at this intersection? 4 plus a center turn lane

Is there a crossing guard?  Yes  No

If signs will be installed, please provide pictures.

**Project Concept Report**

For instructions on completing this form see the instructions following the Concept Report Narrative.

**Proposed SR2S Improvements**

- Separated Pathway
- Part of Road Widening
- Drainage
- Sidewalks
- Part of Existing Road
- Curb and Gutter

**Right-of-Way is Established** (if No, see instructions)

- |                          | Yes                                 | No                       |
|--------------------------|-------------------------------------|--------------------------|
| a. ITD Ownership         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Private Ownership     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Local Gov't Ownership | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Maps** (attach as appropriate)

- a. Vicinity Map
- b. Signage
- c. Historic District

**Standards**

- AASHTO
- ITD
- Idaho State Public Works Construction (ISPWC)
- Local (meets ISPWC minimum)

**Proposed Work** – check appropriate activities (Note: ADA work items listed separately in Part 8, below)

- Excavation
- Drainage
- Guard Rails
- Other (specify) Flashing signal
- Bike Lanes
- Utilities
- Fence
- Curb and Gutter
- Base
- Bike Racks
- Sidewalk
- Bridge
- Benches
- Lighting
- Surfacing
- Striping

**Railroad Right-of-Way is Impacted**  Yes  No

If Yes, attach site plans (including narrative) and/or indicate when plans and agreements will be available.

**Conceptual Environmental Evaluation** – Complete the attached ITD 0211, Alternative Environmental Checklist. Attach an explanation for all "Yes" responses on ITD 0211 in the narrative, and if applicable, summarize your case for no further environmental review.

**Americans With Disabilities Act (ADA) Improvements Planned** – provide site plans and "typical" graphics as appropriate.

- Curb Ramps
- Sidewalk
- Elevators
- Crosswalk
- Wheelchair Accessible Water Fountains/Toilet Facilities
- Wheelchair Ramps
- Rails and Grab Bars
- Obstruction Removal
- Handicap Pavement Markings
- Wheelchair Turning Space/Accessibility
- Removal of Obstructions from Pedestrian Zone
- Detectable Warnings for Curb Ramps
- Markings, Signals and Signs
- Other (specify) \_\_\_\_\_

This Concept Report must be signed by the ITD District SR2S contact listed on page 35 of the Guidelines.

Jack Shambaugh District 4 STP  
Signature

March 25, 2010  
Date

## Concept Report Narrative

Describe the planned project in this space

This project will construct a new sidewalk, curb & gutter along a 1-1/2 block length to provide a safe route for elementary school children crossing Highway 75 in Hailey. The existing configuration requires the children to walk on the edges of Elm Street which, especially in the winter, places them in a lane of traffic. This project also proposes to install a Rectangular Rapid Flashing Beacon (RRFB), activated by the crossing guard, for advance warning to vehicles of school children crossing. This would replace the existing "bouncing ball" signal which operates without regard to the presence of children.

The project would begin construction during the month of July, 2012 with an estimated construction period of 3 weeks meaning this facility would be ready prior to school resuming in September, 2012

**Alternative Environmental Checklist  
For Community Transportation Enhancement (CTE)  
and Safe Routes to School (SR2S)**

Under the National Environmental Policy Act (NEPA), all actions which involve a federal nexus (linkage) must have a review to determine if there are any adverse environmental impacts resulting from the action. The Idaho Transportation Department (ITD) has been delegated by the Federal Highways Administration (FHWA) as the responsible party for the environmental review of some projects classified as Categorical Exclusions. The following checklist is meant to give the ITD reviewers enough background information to determine whether or not there may be an adverse environmental impact as a result of the proposed action.

For assistance with this form, call the ITD HQ Environmental Section at (208) 334-8260.

Please answer the following questions and explain in detail any response that is not clear from simply marking the box.

<b>Project Type</b> (i.e. landscaping, bike/pedestrian path, building restoration, etc.) Sidewalk	<b>Project Location</b> City of Hailey, Elm St from 1 <sup>st</sup> Ave to River St
---	--

1. Is this project inside an ITD Right-of-Way?  Yes  No Explain below

Project will tie into existing sidewalk and bulb-outs on Hwy 75 in Hailey

2. Will any signs or trees be placed in the ITD Right-of-Way?  Yes  No Explain below

Signs denoting a school crossing are already in place

3. Is this project inside a city limits boundary?  Yes  No Explain below

Inside City of Hailey city limits

4. Is this project on previously graded or disturbed ground?  Yes  No Explain below

This project will tie into existing sidewalk, curb & gutter and asphalt streets.

5. Where will the surface water from this project drain?  
 Adjacent Waters  Storm System  Infiltrate in place  Other Explain below

Drainage will tie to existing dry wells and a new catch basin will be installed.

6. Does the project site contain any boggy, swampy or wetland areas?  Yes  No Explain below

7. Is there any surface running water on the project site?  Yes  No Explain below

[Empty box]

8. Is the project area currently a cover or unique habitat for animals or birds?  Yes  No Explain below

[Empty box]

9. Does the project site have historical significance?  Yes  No Explain below

A historical survey was conducted in 2007 in this area. No historical significance was noted

10. Is there any indication of hazardous material ever being on the project site?  Yes  No Explain below

This location has been historically residential in nature.

11. Are there any structures on or abutting the project site?  Yes  No Explain below

Existing residence and two businesses are adjacent to the project. All property owners have been contacted.

12. Is the project site part of a recognized park or wildlife protection area?  Yes  No Explain below

[Empty box]

13. Does the project require irrigation on a currently un-irrigated arid area?  Yes  No Explain below

[Empty box]

14. Will the project require off-site grading or trenching?  Yes  No Explain below

[Empty box]

15. Will the project cause traffic or access disruption to a commercial or residential neighborhood?  
 Yes  No Explain below

Estimated construction time for this project is three weeks. Accommodations will be made with the adjoining property owners for access.

Describe any other known environmental impact that has not been covered

None
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Preparer's Printed Name Thomas Hellen	Signature 	Title Public Works Director	Date 3/23/00
--	--	-----------------------------------	-----------------

**- ITD Environmental Use Only -**

According to the information contained here, this project action is a Categorical Exclusion under NEPA.

Adverse impacts to any regulated issue will be mitigated during the course of project construction.

Comment

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A more detailed evaluation will be required for environmental clearance.

Comment

--

Reviewer's Printed Name	Signature	Title	Date
Date Environmental Clearance Granted	Clearance Granted By (print)	Signature	Date

Cost Estimate Infrastructure (If quantity and unit price are not applicable, only fill in Cost)	Quantity (Q)	Unit Price (UP)	Cost (Q x UP)	Value of Donated Items	ITD Use Only
1. Demolition/Removal of Existing	378	2.50	945		
2. Clearing/Grubbing	510	2.50	1275		
3. Grading	112	19.00	2128		
4. Drainage/Irrigation			2700		
5. Permanent Signs or Displays			1600		
6. Erosion/Pollution Control					
7. Utility/Sewer			1600		
8. Pavement and Base			9700		
9. Curb and Gutter	295	25.00	7375		
10. Slope Protection	210	6.00	1260		
11. Retaining Walls					
12. Pedestrian Crossing Signals and Illumination			10000		
13. Striping	150	2.00	300		
14. Bicycle Storage Systems					
15. Footings/Foundations					
16. Electrical					
17. Barriers					
18. Concrete	2640	4.50	11880		
19. Contingencies 5% per project*			2863		
19. Project Administration fees maximum 10%**			5726		
20. Other (list) ADA Truncated Warning, Traffic Control			6500		
<b>Totals (Maximum allowed \$100,000)</b>			<b>65852</b>		

Printed Name Thomas Hellen	Signature 	Title Public Works Director	Date 3/23/10
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**Cost overruns are the responsibility of the project sponsor.** It is recommended that someone with experience estimating construction complete this section.

\*Contingencies may be requested up to 5% of the total infrastructure project cost.

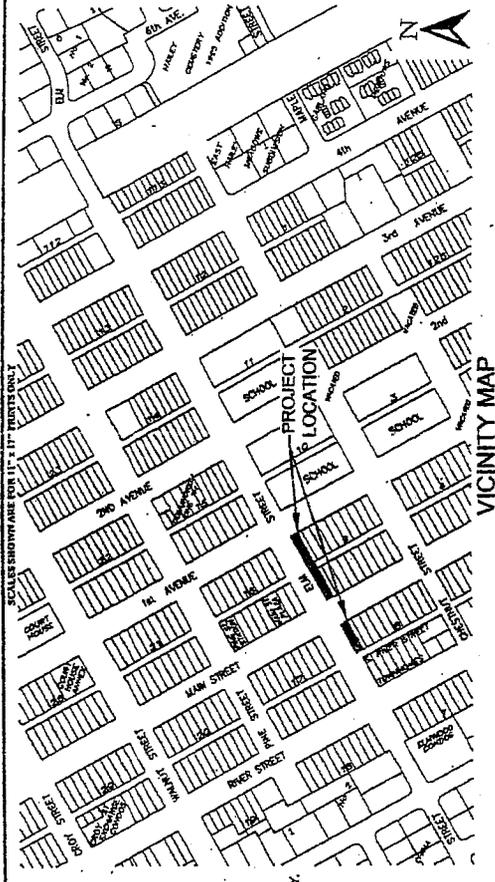
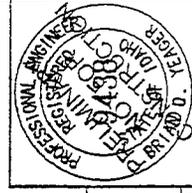
\*\*Construction project administration fees paid to outside consultants can be funded up to 10% of the total infrastructure project.

 **When submitting for reimbursement please keep in mind that the State fiscal year ends June 30, therefore please remember to submit all claims for expenses incurred prior to June 30, on a separate claim for expenses that occurred after July 1.**

**SHEET INDEX**

- 1 TITLE SHEET
- 2 GRADING PLAN ALLEY OF BLOCK 8 TO MAIN ST.
- 3 GRADING PLAN MAIN ST. TO 1ST AVE.
- 4,5 DETAIL SHEETS

**OWNER INFORMATION**  
 CITY OF HAILEY  
 115 MAIN STREET SOUTH,  
 SUITE 11  
 HAILEY, ID 83433  
 PHONE: 208-708-4221  
 FAX: 208-788-2924



**VICINITY MAP**  
 Scale: N.T.S.

- GENERAL CONSTRUCTION NOTES**
1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE CITY OF HAILEY STANDARDS.
  2. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIBLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
  3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
  4. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION IF NOT ALREADY OBTAINED BY THE OWNER, AND SHALL CHECK WITH THE CITY OF HAILEY FOR PERMITS THE OWNER MAY ALREADY HAVE OBTAINED.
- ROAD CONSTRUCTION NOTES**
1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF HAILEY STANDARDS AND COORDINATED WITH AND INSPECTED BY THE CITY OF HAILEY.
  2. ALL CLEARING & GRUBBING SHALL CONFORM TO CITY OF HAILEY STANDARDS.
  3. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO CITY OF HAILEY STANDARDS. EXCAVATED SUBGRADE SHALL BE ROLLED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY CITY OF HAILEY STANDARDS.
  4. ALL 6" MINUS PTE-RUN GRAVEL SHALL CONFORM AND BE PLACED IN CONFORMANCE WITH CITY OF HAILEY STANDARDS. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY CITY OF HAILEY STANDARDS.
  5. ALL 3/4" MINUS CRUSHED GRAVEL SHALL BE PLACED IN CONFORMANCE WITH CITY OF HAILEY STANDARDS.
  6. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT A MINIMUM OF 1/4" PROVIDING A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TRAFFIC CONTROL REQUIRED WHILE WORKING WITHIN THE PUBLIC RIGHTS-OF-WAY.
  8. ALL CONCRETE FORM WORK SHALL CONFORM TO CITY OF HAILEY STANDARDS.

**LEGEND**

---o---o---	Centerline of Right-of-Way	---o---o---	Existing Asphalt	⊕	Power Manhole	⊕	Conifer Tree
---o---o---	Right-of-Way Line	⊕	Proposed Asphalt	⊕	Water Manhole	⊕	Deciduous Tree
---o---o---	Fence Line	⊕	Existing Concrete	⊕	Irrigation Valve Box	⊕	Existing Spot Elevation
---o---o---	6" Water Main	⊕	Proposed Concrete	⊕	Water Valve	⊕	Proposed Spot Elevation
---o---o---	12" Water Main	⊕	Slipwalk, Durb and	⊕	Fire Hydrant	⊕	Proposed Grade
---o---o---	Sewer Main	⊕	Cutter	⊕	Gas Valve	⊕	ADA Compliant
---o---o---	Storm Drain	⊕	Edge of Grovel	⊕	Gas Marker	⊕	Detectable
---o---o---	Gas Main	⊕		⊕	Phone Box	⊕	Warning Insert
---o---o---	Overhead Power Line	⊕		⊕		⊕	
---o---o---	Limits of Disturbance Line	⊕		⊕		⊕	

**TITLE SHEET**  
**2010 ELM STREET IMPROVEMENTS**  
**FROM ALLEY OF BLOCK 8 TO 1ST AVENUE**  
 PREPARED FOR THE CITY OF HAILEY

**GALENA ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 107 N. Main Street  
 Hailey, ID 83433  
 (208) 708-1705  
 (208) 708-4812 for  
 email: galenaengineer@earthlink.net

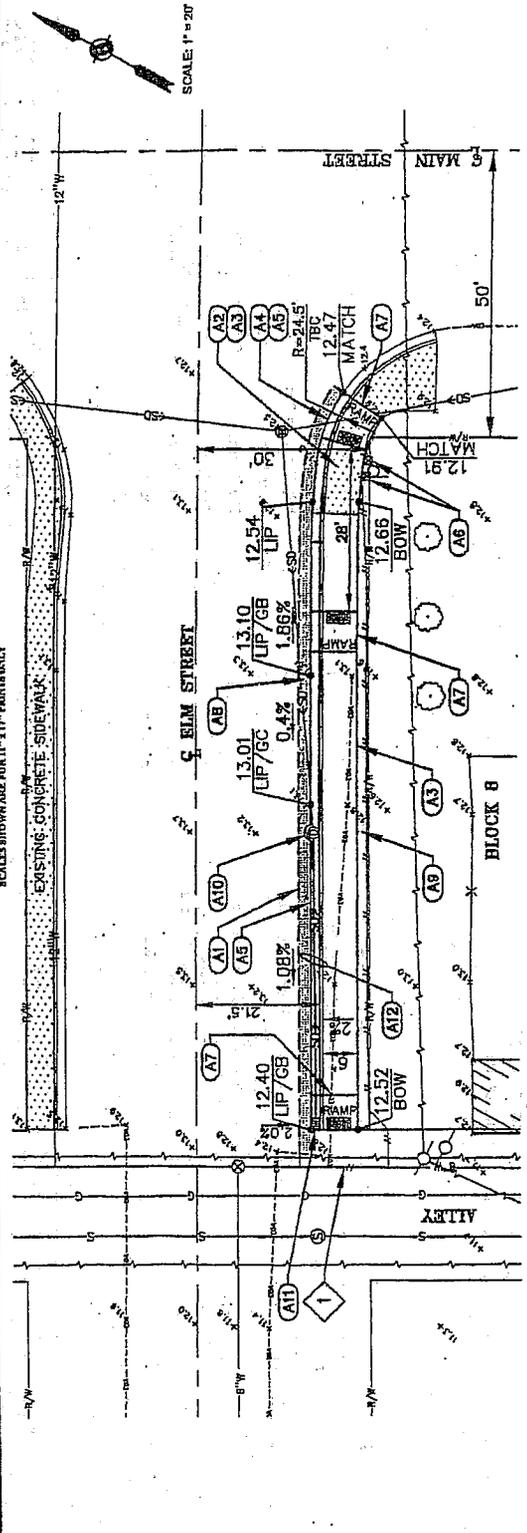
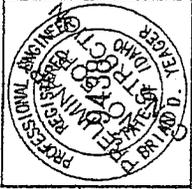
REVISIONS	
NO.	DESCRIPTION

REUSE OF DRAWINGS  
 This drawing will not be used on  
 any Project or extension of  
 this Project except by  
 Galena Engineering, Inc.

RESERVED BY GALENA ENGINEERING, INC.  
 DRAWN BY: GALENA ENGINEERING, INC.  
 CHECKED BY: GALENA ENGINEERING, INC.  
 FIELD BOOK

- (A1) SAWCUT A MINIMUM OF 24" OF EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE
- (A2) REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK
- (A3) CONSTRUCT 6' WIDE CONCRETE SIDEWALK
- (A4) REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER
- (A5) CONSTRUCT 6" VERTICAL CONCRETE CURB AND GUTTER
- (A6) RETAIN AND PROTECT EXISTING IRRIGATION VALVE BOXES
- (A7) CONSTRUCT ADA COMPLIANT RAMP (SEE DETAIL SHEET, PAGE 8)
- (A8) CONSTRUCT ASPHALTIC CONCRETE PAVEMENT REPAIR.
- (A9) REVEGETATE DISTURBED AREA
- (A10) REPLACE DRYWELL SOLID LID WITH GRATE, ADJUST RIM ELEVATION, ELEV.=12.75
- (A11) CONNECT TO PROPOSED CATCH BASIN, INV. #=5.72
- (A12) INSTALL CATCH BASIN RIM=12.20 INV. CUT=10.20
- (A12) INSTALL 48" I.E. OF 10" ADS N=12 STORM DRAIN PIPE (SLOPE=1.0% N/S)

1 REGRADE ALLEY AS NECESSARY TO PROVIDE FOR A SMOOTH TRANSITION



GRADING PLAN  
**2010 ELM STREET IMPROVEMENTS**  
**FROM ALLEY OF BLOCK 8 TO MAIN STREET**  
 PREPARED FOR THE CITY OF HAILEY

DESIGNED BY: 03/07/2010  
 DRAWN BY: 03/09/2010  
 CHECKED BY: 03/09/2010  
 PLOT BOOK

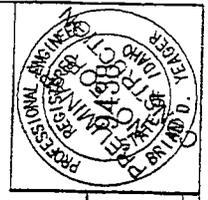
REUSE OF DRAWINGS  
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**GALENA ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 788-4612 fax  
 email: galena@galena-engineering.com

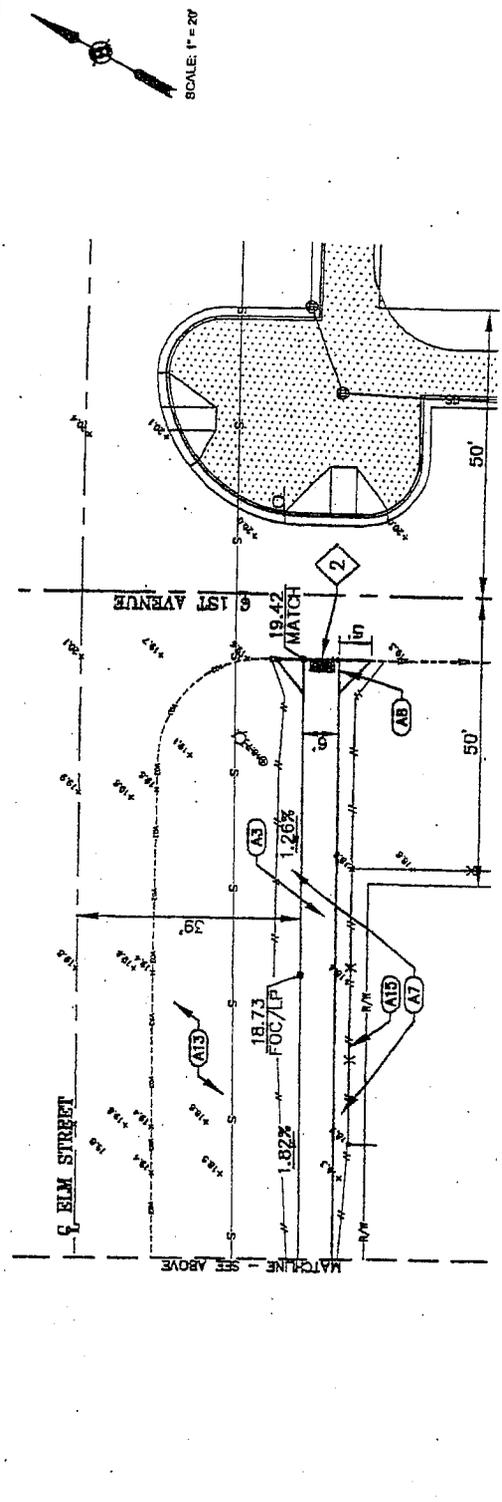
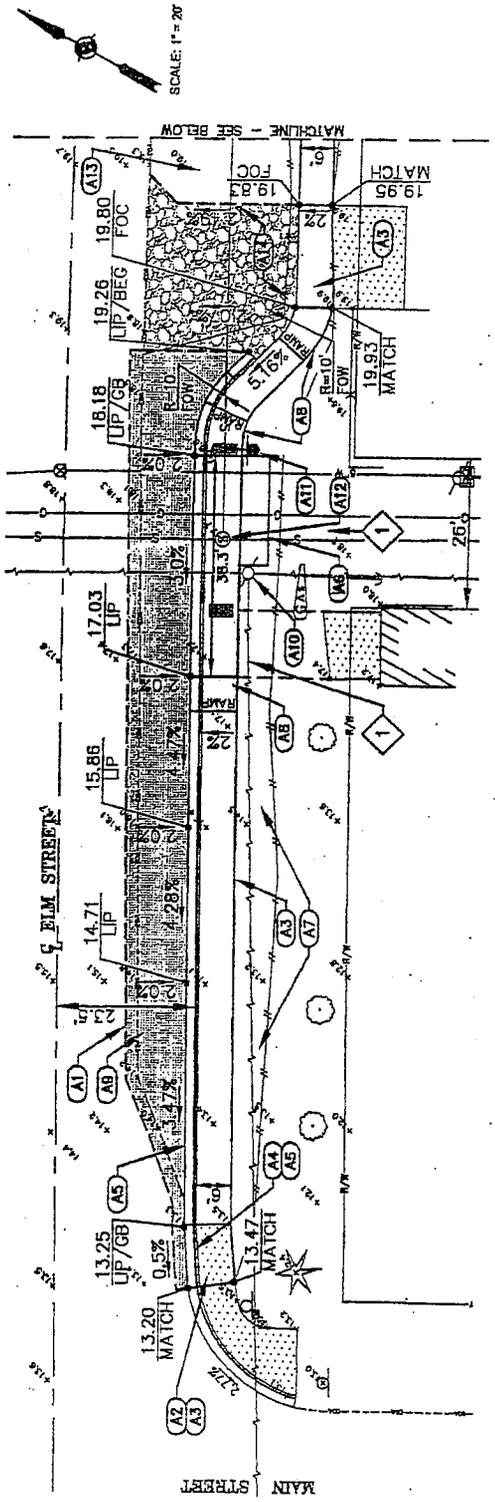
NO.	DATE	BY	DESCRIPTION

- (A1) SAWCUT A MINIMUM OF 24" OF EXISTING ASPHALT TO PROVIDE FOR A CLEAR VEHICLE EDGE
- (A2) REMOVE AND REPOSE OF EXISTING CONCRETE SIDEWALK
- (A3) CONSTRUCT 6' WIDE CONCRETE SIDEWALK
- (A4) REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER
- (A5) CONSTRUCT 6" VERTICAL CONCRETE CURB AND GUTTER
- (A6) CONSTRUCT ASPHALT DRIVEWAY APPROACH (10' x 5')
- (A7) REVEGETATE DISTURBED AREA
- (A8) CONSTRUCT ADA COMPLIANT RAMP (SEE DETAIL SHEET PAGE 5)
- (A9) CONSTRUCT ASPHALTIC CONCRETE ROADWAY
- (A10) RETAIN AND PROTECT UTILITY POLE
- (A11) REMOVE, RETAIN, AND RESET EXISTING SIGN
- (A12) MATCH SEWER MANHOLE RIM. ELEV = 17.80  
CONSTRUCT HAILEY STANDARD CONCRETE COLLAR
- (A13) RETAIN AND PROTECT EXISTING SURFACE
- (A14) CONSTRUCT GRAVEL APPROACH
- (A15) RETAIN AND PROTECT EXISTING FENCE

- 1 REGRADE AS NECESSARY TO PROVIDE FOR A SMOOTH TRANSITION
- 2 MATCH EXISTING LINES AND GRADES



SCALE: 1" = 20'



**GRADING PLAN**

**2010 ELM STREET IMPROVEMENTS**  
**FROM MAIN STREET TO 1ST AVENUE**  
PREPARED FOR THE CITY OF HAILEY

NO.	DATE	BY	DESCRIPTION

REUSE OF DRAWINGS: These drawings are to be used only for the project and extensions of this project. No other use without the written consent of Galena Engineering, Inc.

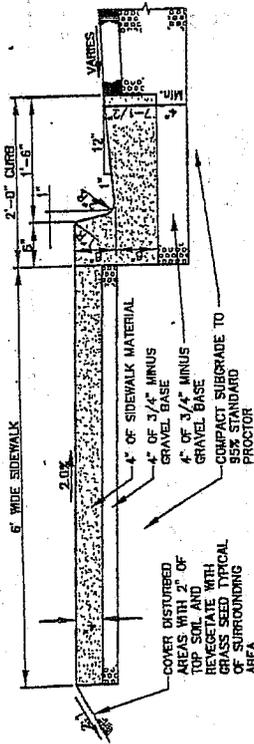
DESIGNED BY: **DAVID GARDNER**  
 DRAWN BY: **DAVID GARDNER**  
 CHECKED BY: **DAVID GARDNER**  
 FIELD BOOK:

**GALENA ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 317 N. River Street  
 Hailey, Idaho 83333  
 (208) 738-1700  
 (208) 738-8112 fax  
 www.galenape.com email: galena@galenaeng.com

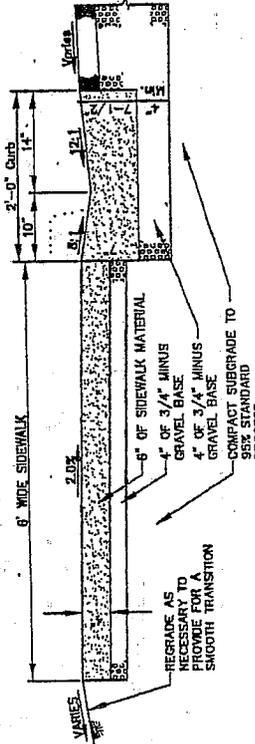
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SHEET 3 OF 5

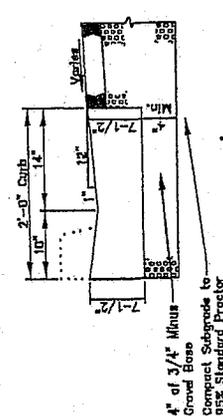
SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY



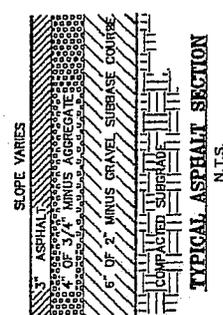
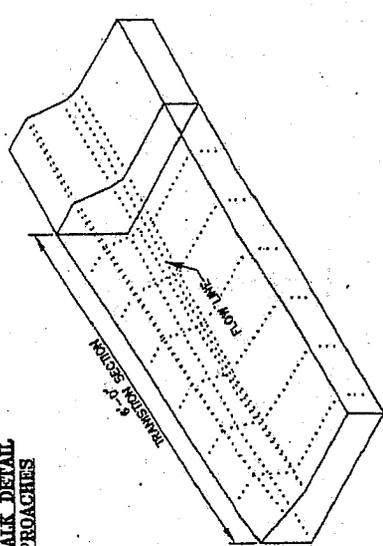
**TYPICAL CONCRETE SIDEWALK DETAIL WITH CURB AND GUTTER**  
N.T.S.



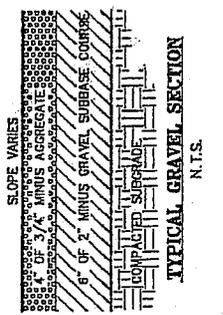
**TYPICAL CONCRETE SIDEWALK DETAIL WITH CURB CUT AT APPROACHES**  
N.T.S.



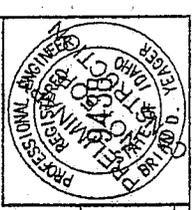
**TYPICAL CURB TRANSITION DETAIL**  
N.T.S.



**TYPICAL ASPHALT SECTION**  
N.T.S.



**TYPICAL GRAVEL SECTION**  
N.T.S.



DETAIL SHEET  
**2010 ELM STREET IMPROVEMENTS**  
**FROM ALLEY OF BLOCK 8 TO 1ST AVENUE**  
 PREPARED FOR THE CITY OF HAILEY  
 PROJECT INFORMATION: P:\hailey\hailey\hailey\Construction\10000\2010-2010.dwg 3/15/2010 2:10:42 pm WRT  
 SHEET 4 OF 5

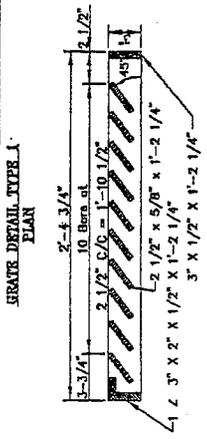
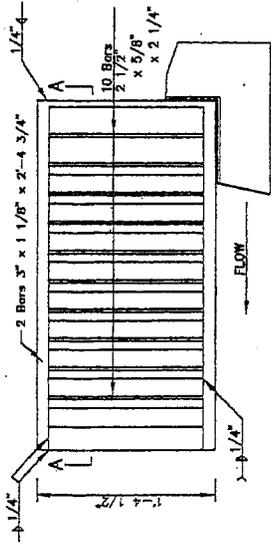
BY	03/15/2010	DATE
DESIGNED BY		
CHKD	03/15/2010	DATE
DRAWN BY		
CHECKED BY	03/15/2010	DATE
RECD		BOOK

REUSE OF DRAWINGS  
 These drawings, or any portion thereof, shall not be used on this Project except by agreement in writing with Galena Engineering, Inc.

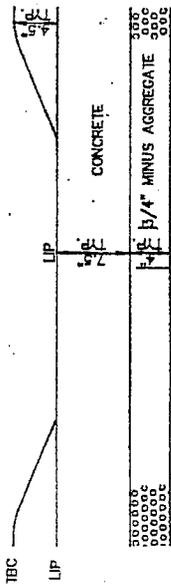
**GALENA ENGINEERING, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 317 N. River Street  
 Boise, Idaho 83733  
 (208) 789-4412 fax  
 gerald@galenaeng.com

NO.	DATE	BY	DESCRIPTION

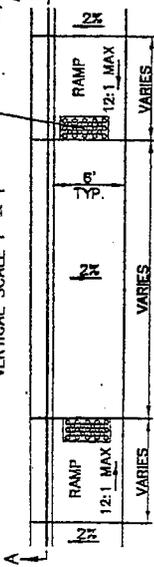
SCALE SHOWN ARE FOR 11" x 17" PRINTS ONLY



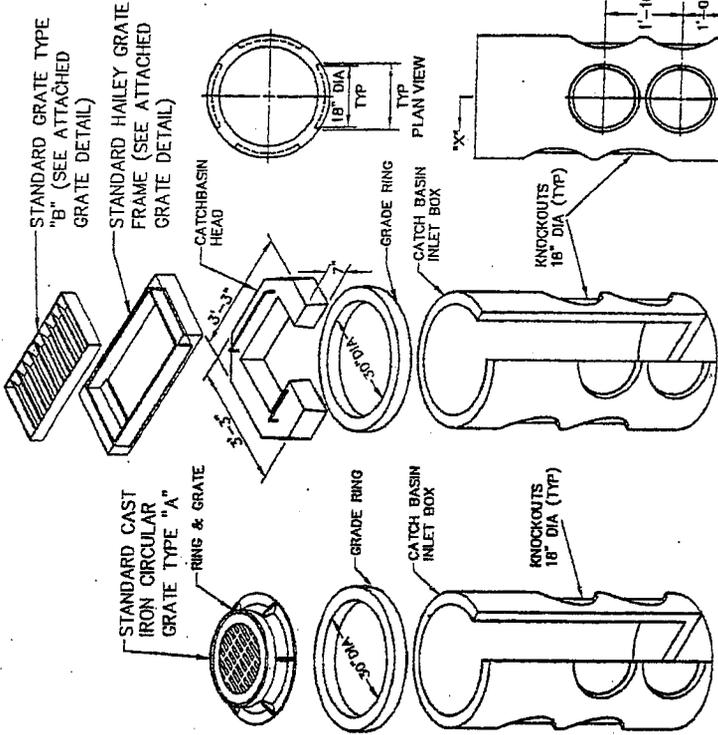
**HAILEY GRATE DETAIL**  
SECTION A-A  
N.T.S.



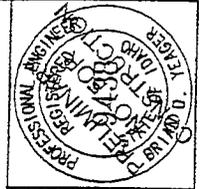
**SECTION A-A**  
HORIZONTAL SCALE 1" = 10'  
VERTICAL SCALE 1" = 1'



**ADA COMPLIANT PEDESTRIAN RAMP DETAIL**  
SCALE 1" = 10'



**30\"/>**



NO.	DATE	BY	REVISIONS	DESCRIPTION

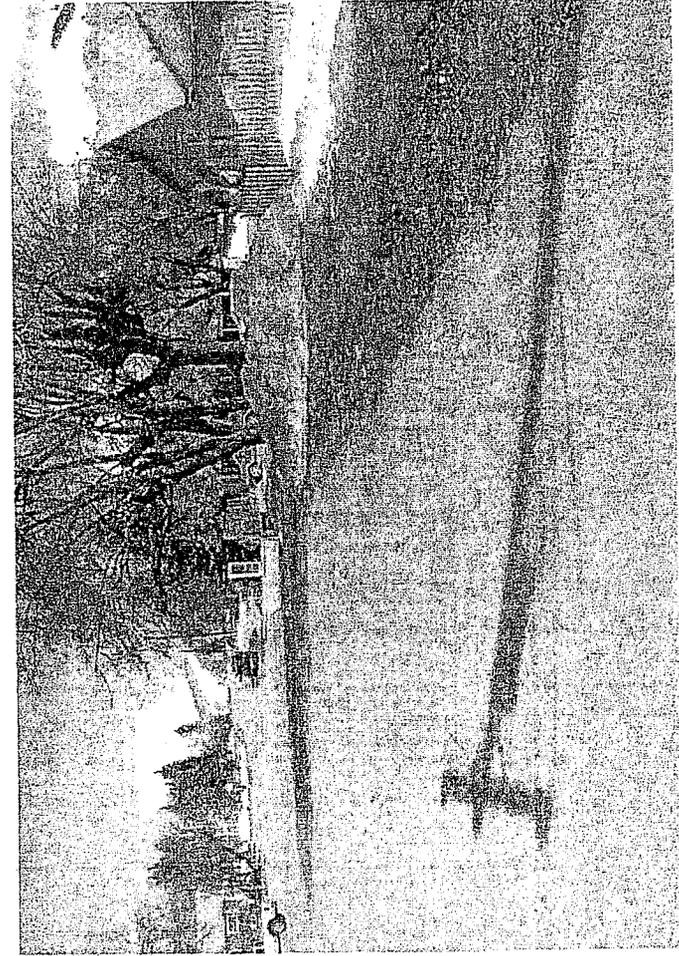
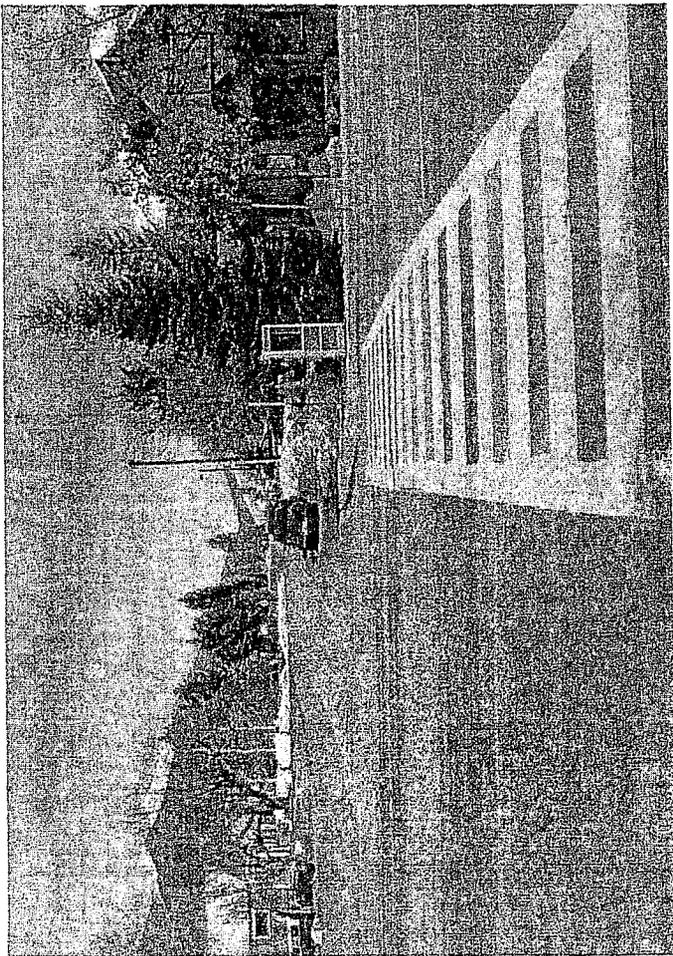
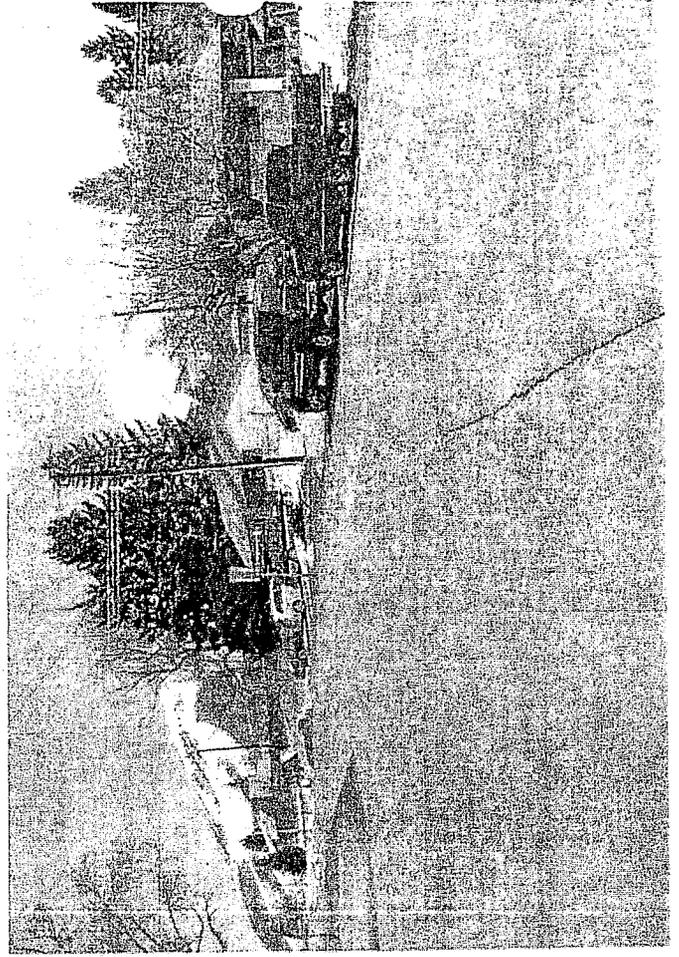
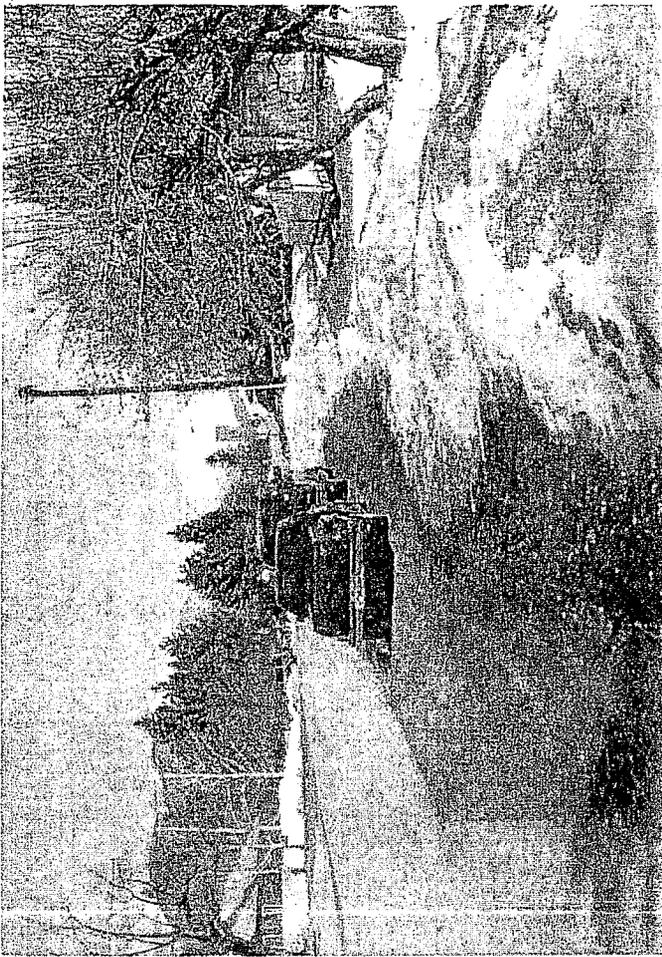
**REUSE OF DRAWINGS**  
 These drawings are the property of Galena Engineering, Inc. and shall not be used on any project or extension of project without the written consent of Galena Engineering, Inc.

**DESIGNED BY:** 02/15/2010  
**CHECKED BY:** 02/15/2010  
**EXAMINED BY:** 02/15/2010  
**FIELD BOOK:**

**PROJECT INFORMATION:** 2010 Elm Street Improvements  
 PREPARED FOR THE CITY OF HAILEY

**DETAIL SHEET**  
**2010 ELM STREET IMPROVEMENTS**  
**FROM ALLEY OF BLOCK 8 TO 1ST AVENUE**  
 N.T.S.

SHEET 3 OF 5



**EXHIBIT B**  
**Non-Discrimination Agreement for Local Public Agencies**

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrim

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this*

*advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office - External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

#### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d, to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

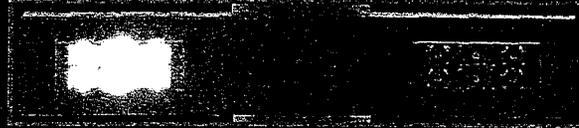
The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## LED Rectangular Rapid-Flash Beacon (RRFB)

*Increased Conspicuity for Pedestrian Crossings and School Zone Crossings*



- Increases driver yielding rates
- More effective than round beacons
- Solar = Zero operating costs
- No maintenance required
- Clean, uncomplicated installation
- LED Indicators for pedestrians
- Retrofittable from round beacons
- BlinkSync™ wireless synchronization
- Pedestrian activated
- Day-Viz™ Automatic LED Brightness

RRFB studies show a dramatic increase of driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. Research shows that RRFBs produce the highest yielding rate of all devices that do not feature a red display, higher rates than a regular round beacon, and at a lower cost than other devices that produce similar vehicular yield rates.

RRFB feature multiple arrays of brilliant LEDs that, when activated, flash a warning in a specified, alternating 'wig-wag' pattern, thereby commanding the attention of drivers by **Day And Night**. Additional side-mounted LED arrays flash concurrently to let pedestrians know that the unit is flashing. Optional self-powered remote pushbutton activation available.

TAPCO's RRFB feature aimable LEDs in a sturdy, lockable housing with a closed top and bottom, and no exposed wiring. See reverse for specifications.



RECTANGULAR RAPID-FLASH BEACON (RRFB)

**APPLICATIONS**

- School Crossings
- Pedestrian Crossings
- Roundabouts

**BENEFITS**

- Significantly higher driver awareness and compliance
- Hi-intensity LEDs command attention, both day and night
- Increased visibility

**FEATURES**

- Multiple units are wirelessly synchronized, flash in unison
- Day-Viz™ circuitry monitors ambient light levels and adjusts the LED output automatically for maximum visibility & battery efficiency
- Installation onto new or existing sign poles
- Stand-alone, self-powered remote pushbutton bollard available (see below, inset)



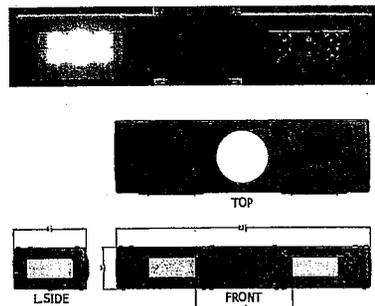
Multiple Solar-Powered beacons flash in unison, wirelessly synchronized by BlinkSync™ technology



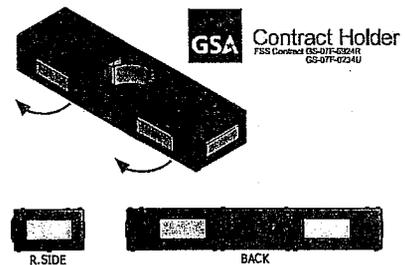
Right side of street

**STANDARD SPECIFICATIONS FOR RRFB SYSTEM†**

Rectangular Rapid-Flash Beacon	
MUTCD Approval, Optional Use of RRFB	Interim FHWA Approval Memorandum (1A-11)
Housing	Powder coated aluminum
LED Modules (2 per direction)	6 amber LED array, ~ 5" x 2", SAE J595 certified
Flash Pattern	MUTCD recommended 'wig-wag' flash pattern
Mounting Hardware (enclosed)	Stainless steel u-bolts for 4" to 4½" O.D. pole
Solar System	
Housing	NEMA 4 rated fiberglass cabinet with lockable clasps
Solar Panel (25.75" x 25.25" x 1.4375")	55 watt solar panel set at 40° or 60°. Conforms to IP-67. Includes aluminum mounting bracket for 4" to 4½" O.D. pole.
Batteries (one per assembly)	12V, 40AH Sealed Gel battery requires no periodic watering. Sealed construction eliminates corrosive acid fumes and spills.
Battery Lifespan	Up to 3 years
Autonomy	Up to 30 days without sun
Control Circuit	IP-67 NEMA rated enclosure, dustproof and waterproof in water up to 3' for 30 minutes
BlinkerBeam™ Wireless Communication System	
Frequency	900 MHz FHSS
Range	Up to 3 miles with optional external antennas. For system separation over 900', a site survey is recommended for optimal performance.
Radio	Operates on 900 MHz frequency hopping spread spectrum network. Operating range from 3.6vdc to 15vdc
Programmability	Up to 50 systems in one network
Push-button Activation*	ADA pushbutton, typical (<120 millisecond)
*Optional remote, stand-alone pushbutton including self-contained, replaceable battery with typical two-year life	
Programming	
RS232 Communications Port	
Programming via Windows basic software: Optional wireless cellular or internet programming	
W11-2 Pedestrian Xing and S1-1 School Crossing Signs & Plaques (W16-7P or W16-9P)	
Sign Substrate (30" or 36" signs)	.080" Highway grade aluminum
Reflective Sheeting	3M™ DG <sup>3</sup> FYG 4083 with anti-graffiti overlay
Hardware	Zinc-plated steel anti-vandal fasteners for signs and RRFB units
MUTCD Compliance	MUTCD Section 2A Compliant
BlinkSync™ Wireless, Synchronized Device Activation Systems	
Multiple units in one system will flash in synchronized patterns to avoid light noise of system operation. Ideal for multiple units flashing in the same direction, without the need for wiring.	



Aimable LED arrays



† Specifications are subject to change without notice. For additional specifications and details, please contact us!

**TAPCO**

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RECTANGULAR RAPID-FLASH BEACON (RRFB)