



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday February 3, 2021

Time: 5:30 p.m.

Location: **Trolley Station** 310 Cornell Street, Middleton, Idaho

The City is following the CDC/COVID-19 Social Distancing guidelines as directed by the Governor. Persons desiring to testify at the Public Hearings will be welcomed in, a few people at a time. This Meeting will be streamed live via Facebook.

Call-to-order, roll call, Pledge of Allegiance, Invocation: Pastor Middleton Baptist Church – Tim Hazelbaker.

Action Item:

- A. Approve Agenda

Information Item:

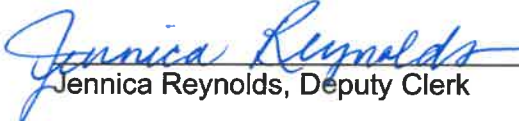
- 1. Staff Introduction: Planning and Zoning – Wendy Howell

Action Items:

- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for Council's January 20, 2021 regular meeting.
Consider ratifying January 29, 2021 payroll in the amount of \$90,284.96 and accounts payable thru January 25, 2021 in the amount of \$365,862.30.
- 2. Consider approving Resolution No. 455-21: A Resolution declaring the City of Middleton, Idaho to be a Second Amendment Sanctuary City – Mayor Rule
- 3. Consider approving a 5-year contract with Axon Enterprise, Inc for Police Taser Equipment in an amount not to exceed \$31,500.00. – Chief Takeuchi
- 4. Consider approving an estimate for the Police Training Room for flooring. – Chief Takeuchi
- 5. **Public Hearing:** An application from Middleton Industrial Park, LLC for preliminary plat and special use permit with respect to the Middleton Industrial Park Subdivision No. 2 located at 0 So. Middleton Road, Tax Parcel No., R34075014A0. The proposed preliminary plat is zoned M-1 ("light industrial") and consists of seven industrial lots on 16.36 acres. The special use permit requests decreased road width, elimination of pressurized irrigation, elimination of 5% open space requirement, reduction of right-of-way triangle, and elimination of sidewalks on interior lots. – Roberta Stewart
- 6. Consider approving Local Professional Services Agreement No. 95795 with Stanley Consultants, Inc for S. Cemetery Road from State Hwy 44 to Willow Creek, a federally funded roadway connection and single span bridge over Willow Creek. – Rachel Speer
- 7. Consider approving Local Professional Services Agreement No. 95794 with Horrocks Engineers, Inc for S. Cemetery Road; State Hwy 44 to Willow Creek. – Becky Crofts

8. Consider approving Valhalla Country Estates Final Plat No. 3 bonding in the amount of \$16,995.00 for fencing, and Valhalla Country Estates Final Plat No. 4 bonding in the amount of \$18,750.00 for fencing. – Wendy Howell
9. Consider approving Valhalla Country Estates No. 3 Final Plat. – Wendy Howell
10. Consider approving payment of invoice from Lurre Construction Inc in the amount of \$50,387.50 for Wastewater Treatment work. – Bruce Bayne
11. Consider approving payment of invoice for Lurre Construction Inc in the amount of \$49,250.00 for work at River Park Pond. – Bruce Bayne
12. Consider approving payment of 2 invoices from Lurre Construction Inc in the amount of \$89,170.00 and \$52,906.00 for Cemetery Road Extension Phase 2. – Bruce Bayne
13. Consider approving payment of Invoice from T-O Engineers in the amount of \$36,392.50 for Middleton 2020 WWTP Upgrade.

Public Comments, Mayor and Council Comments, Adjourn

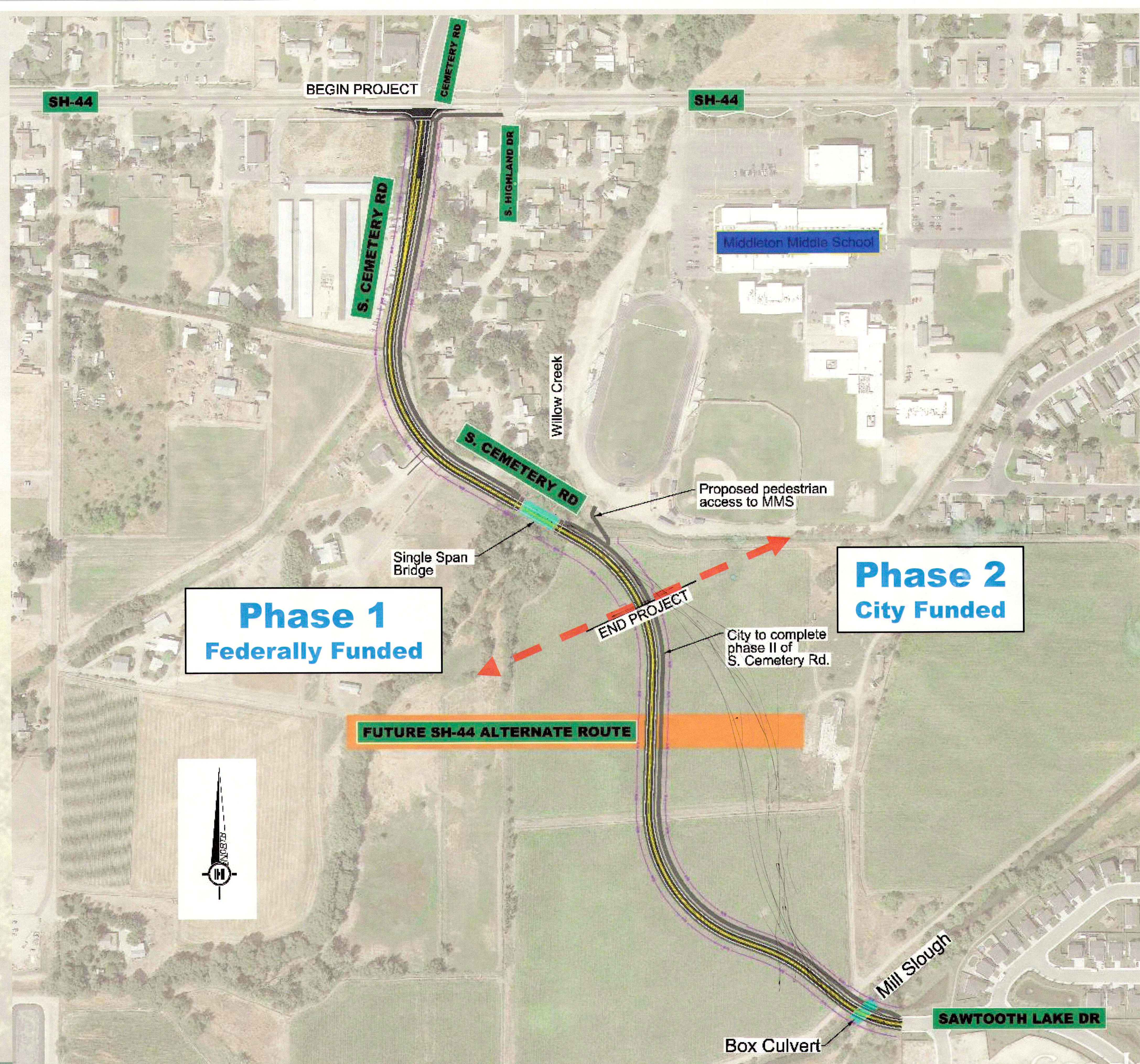
Posted by: _____
Jennica Reynolds, Deputy Clerk

Date: Feb 1, 2021, 2:00 p.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.

Project Overview

- Connect SH-44 to Sawtooth Lake Dr.
- 10' multi-use path on east side of road and sidewalk on west side
- 0.7 mile roadway
- Single-span bridge over Willow Creek
- Box culvert over Mill Slough



**MIDDLETON CITY COUNCIL
JANUARY 20, 2021**

The Middleton City Council meeting on January 20, 2021 was called-to-order at 5:31 p.m. by Mayor Rule.

The City is following the CDC/COVID-19 Social Distancing guidelines as directed by the Governor. This Meeting will be streamed live via Facebook.

Roll Call: Mayor Rule, President Kiser, Council Member Huggins, Garner and O'Meara were all present.

Pledge of Allegiance, Invocation: Zach Wagoner

Action Items

A. Approve Amended Agenda

Mayor Rule explained that there was a change from the original agenda posted and asked for a motion to approve the amended agenda.

Motion: Motion by Council President Kiser to approve the Amended Agenda. Motion seconded by Council Member Garner and approved unanimously.

Information Item

- A. Electric Vehicle plug-in—Bruce Bayne updated the council regarding the Electric Vehicle outlets and making them a requirement for new construction. He was asked by P & Z for an update regarding the cost of having Electric Vehicle outlets required. The city will not be requiring Electric Vehicle outlets in the immediately future it will be an option but not a requirement. Until such a time we all have electric vehicles this will not be a requirement. Council member Huggins thanked Bruce for his time researching this item.
- B. Chief Takeuchi nominated Idaho Chief of Police Association Region 2 Vice President—the Region 2 President retired, Nampa Chief was nominated to be the region's president and Chief Takeuchi was nominated to be Region 2 Vice President.
- C. Middleton as a second amendment sanctuary city—the mayor and council members have been approached on a few occasions regarding becoming a second amendment sanctuary city. The mayor has requested that the individuals requesting this come make a presentation to the council, but they have not done so to date. Council Member Garner feels it may be a good idea but would like to have the decision reviewed by legal counsel before proceeding. Star has become a 2nd Amendment Sanctuary City; the city would like to review their definition and find out what is involved. The city will be reaching out to the city attorney to receive clarification on the definition and request a presentation.

Action Items

- 1. **Consent Agenda (items of routine administrative business)**
 - a. **Consider approving minutes for Council's January 6, 2021 regular meeting. Consider ratifying January 15, 2021 payroll in the amount of \$124,723.33 and accounts payable through January 11, 2021 in the amount of**

\$208,087.57

Mayor Rule called the items.

Motion: Motion by Council President Kiser to approve consent agenda item a. Seconded by Council Member O'Meara. Approved unanimously.

2. Swearing in of Middleton Police Officers Codi Santana and Skyler Nisen.

Mayor Rule called the item. Officer Codi Santana came to Middleton from Oxnard Police Department in California. He was sworn in by the Mayor and pinned by his father, Alberto Santana. Officer Skyler Nisen was sworn in by the Mayor and pinned by his wife, Layken Nisen. His infant daughter, Winter Nisen was also present for the special event.

3. Consider approving changes to Middleton Police Procedure Handbook to be compliant with Presidential Executive Order on Safe Policing for Safe Community #13929.

Mayor Rule called the item and Chief Takeuchi presented the changes. The Department of Justice has set forth two safe policing principles that each department is required to adhere to:

- **Adherence to applicable laws.** The applying agency maintains the use of force policies that adhere to all applicable federal, state and local laws. ***The City of Middleton Police Department is compliant with this in their handbook and policies.***
- **Prohibition of choke holds.** The applying agency maintains use of force policies that prohibit the use of choke holds, except in situation where the use of deadly force is allowed by law. ***The City of Middleton has made the changes to their Handbook to be compliant with the state and federal requirements regarding choke holds. ** See attached copy of the amended handbook*****

Motion: Motion by Council President Kiser to approve the changes to the Middleton Police Procedures Handbook to be in compliance with the Presidential Order. Motion seconded by Council Member O'Meara and approved unanimously.

4. Consider authorizing Wendy Miles, City Treasurer to close all City accounts held at Pioneer Federal Credit Union and transfer all funds of approximately \$251,730.69 to LGIP—Wendy Miles

Mayor Rule called the item and City Treasurer, Wendy Miles gave background on this account. She has tried since June 2019 to make updates to this account. She is requesting that the council make the decision to allow her to close the accounts held at Pioneer Federal Credit Union and transfer all funds of approximately \$251,730.69 to LGIP. The city will receive a better interest rate on the funds in the LGIP than they are currently receiving.

Motion: Motion by Council President Kiser to close all city accounts at Pioneer Federal Credit Union and transfer all funds of approximately \$251,730.69 to LGIP. Motion seconded by Council Member Huggins and approved unanimously.

5. Consider approving Middleton Road and Sawtooth Lake Roundabout Supplement No. 2 in an amount not to exceed \$39,900.00– Rachel Speer

Mayor Rule called the item. City Engineer Rachel Speer presented the preliminary design for Middleton Road and Sawtooth Lake Road Roundabout Supplement No. 2. The city learned at a recent meeting with ITD that they will be cutting off access to Highway 44 with their construction project. The mayor stated that the economic impact to Middleton if this were to happen would be severe. The proposed Roundabout would solve this issue for the city by providing a feasible access from that area. Transportation engineer, Joel Grounds has begun preliminary drafts of the proposed roundabout. City Engineer, Rachel Speer requested that the city approve spending up to \$39,900.00 for Joel Grounds to proceed.

Motion: Motion by Council President Kiser to approve proceeding with the proposed Middleton Road/Sawtooth Lake Road Roundabout and allow an expenditure of up to \$39,900.00 for design expenses. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

6. Consider approving contract with LHTAC for S. Cemetery Road from State Hwy 44 to Willow Creek, a federally funded roadway connection and single span bridge over Willow Creek in the amount of TBD. – Rachel Speer

Mayor Rule called the item. Rachel Speer reported that LHTAC did not provide the contract paperwork. She requested that the item be tabled until the next city council meeting.

*Exhibits 1 & 2

Motion: Motion by Council President Kiser to table this until LHTAC contract is available for presentation at the next meeting. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

7. Consider approving Mayor's reappointment of Rob Kiser and Brett Bishop to the Middleton Urban Renewal Agency Board.

Mayor Rule called the item. The mayor requested council action to reappoint Rob Kiser and Brett Bishop to the Middleton Urban Renewal Agency Board.

Motion: Motion by Council President Kiser to approve reappointment of Brett Bishop and himself to the Middleton Urban Renewal Agency Board. Motion seconded by Council Member Huggins and approved unanimously.

8. Consider approving Valhalla Country Estates Final Plat No. 2 bonding in the amount of \$37,267.50 for weather related items and fencing. –Bruce Bayne.

Mayor Rule called the item. Bruce Bayne presented the bonding request. The request is to allow for the contractor to postpone weather related items and fencing. The bonded amount is approximately 150% of the current estimated cost of the items.

Motion: Motion by Council President Kiser to approve Valhalla Country Estates Final Plat No. 2 bonding in the amount of \$37,267.50 for weather related items and fencing. Motion seconded by Council Member Garner and approved unanimously

9. Consider approving Valhalla Country Estates No. 2 Final Plat –Bruce Bayne

Mayor Rule called the item. Bruce Bayne presented the Valhalla Country Estates No. 2 Final Plat for approval by the council. Exhibit 3.

Motion: Motion by Council President Kiser to approve Valhalla Country Estates No. 2 Final Plat as presented. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

10. Consider approving West Highland No. 11 Final Plat –Bruce Bayne

Mayor Rule called the item. Bruce Bayne presented the West Highland No. 11 Final Plat for approval by the council. Exhibit 4.

Motion: Motion by Council President Kiser to approve West Highland No. 11 Final Plat as presented. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Public Comments, Mayor Comments, Council Comments:

Mayor Comments:

- Mayor Rule reported that progress is being made at Mill Slough they are actively working towards placement of a bridge and the weather has been cooperating so that they currently are ahead of schedule on the project.
- Construction on the new council chambers at city hall is proceeding. The city staff is working on this project as they have time. The council seating area is being constructed and awaiting countertops.
- The auction for the Meadow Park Lot was held on January 20, 2021 at 11:00 a.m. The bidding opened at \$150,000.00. The property was sold to Hubble Homes for \$310,000.00. Currently the city has approximately \$810,000 in revenues to proceed with the Hartley/Highway 44 light. The estimated cost of the light is currently \$900,000.00.
- The city is reorganizing personnel. Bruce Bayne has been carrying an extremely large workload which the city is working to divide amongst new employees. Bruce will be the Public Works Director for the City of Middleton. The city has hired Wendy Howell as a City Planner. Ms. Howell will be bringing a great deal of experience to the city from her experience in planning from other agencies including, Canyon County, City of Middleton and City of Kuna. We are fortunate to have her joining our staff.

City Administrator Comment

Becky Crofts reported that the new police officer Codi Santana was involved in a head-on collision last week while off-duty. He was hit by a drunk driver and was able to secure the scene until emergency personnel and law enforcement arrived. The city is fortunate to have Officer Santana join our Police Department.

Adjourn: Mayor Rule adjourned the meeting at 6:37 p.m.

ATTEST:

Steven J. Rule, Mayor

Rhonda Case, Deputy Clerk

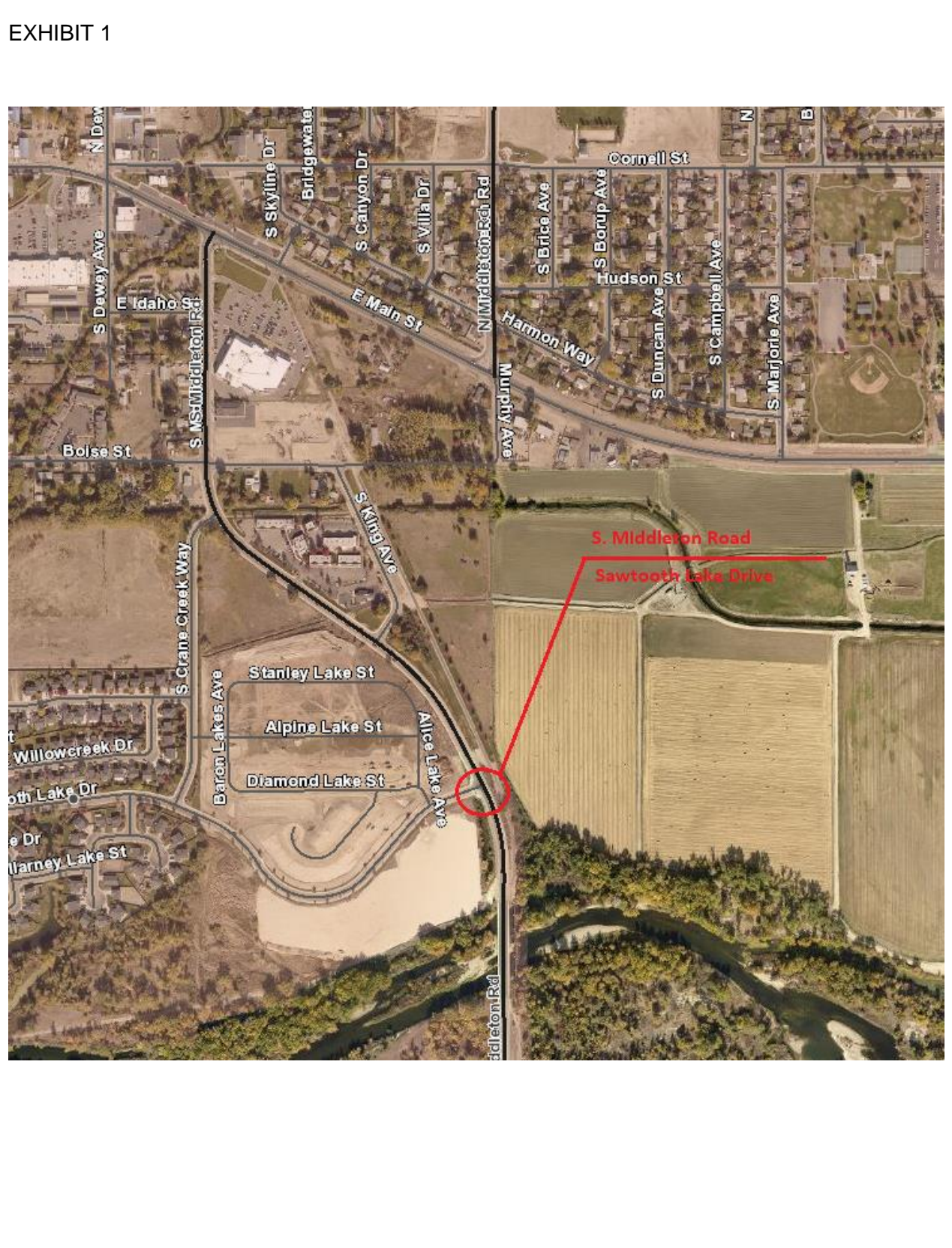
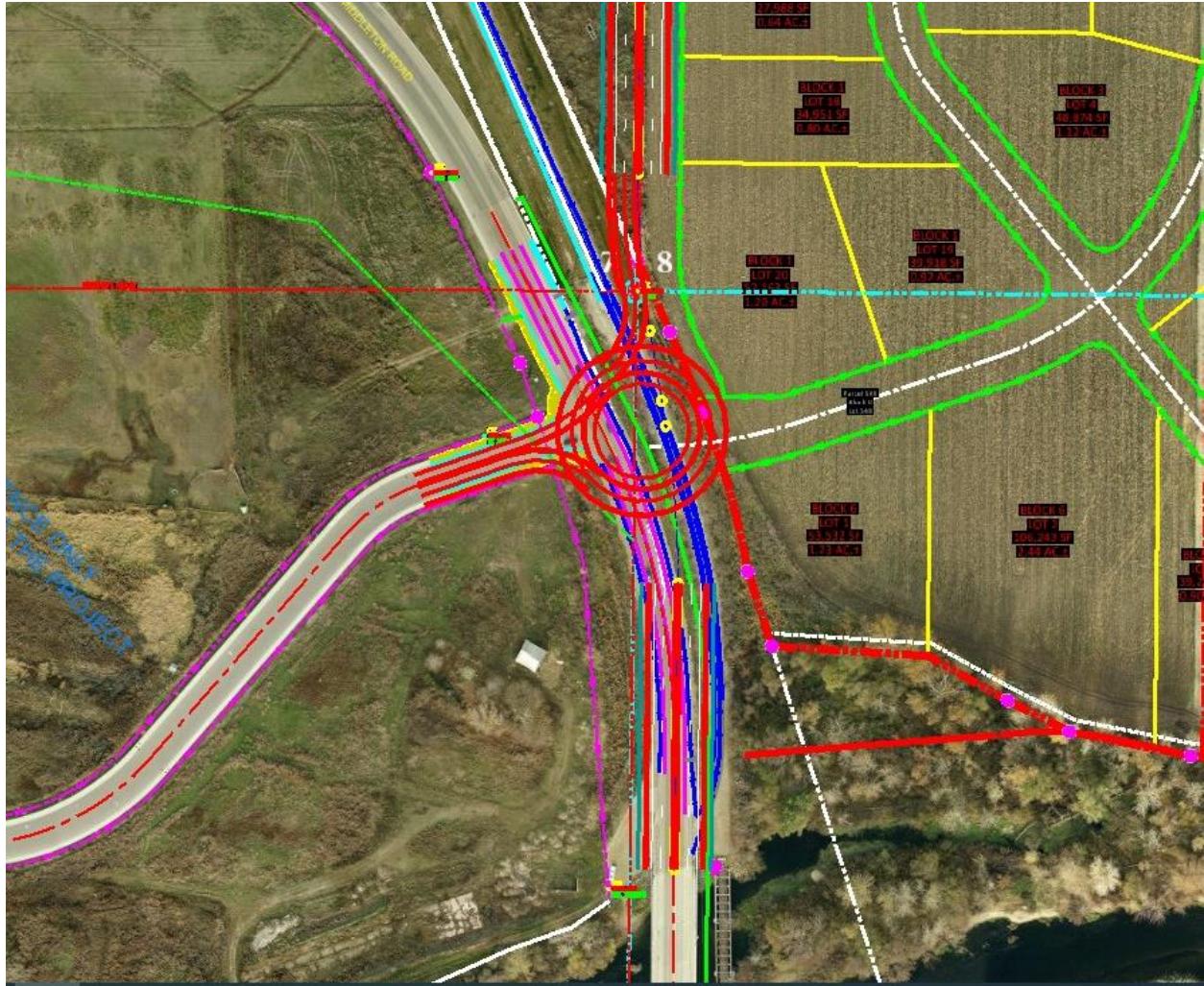


EXHIBIT 2



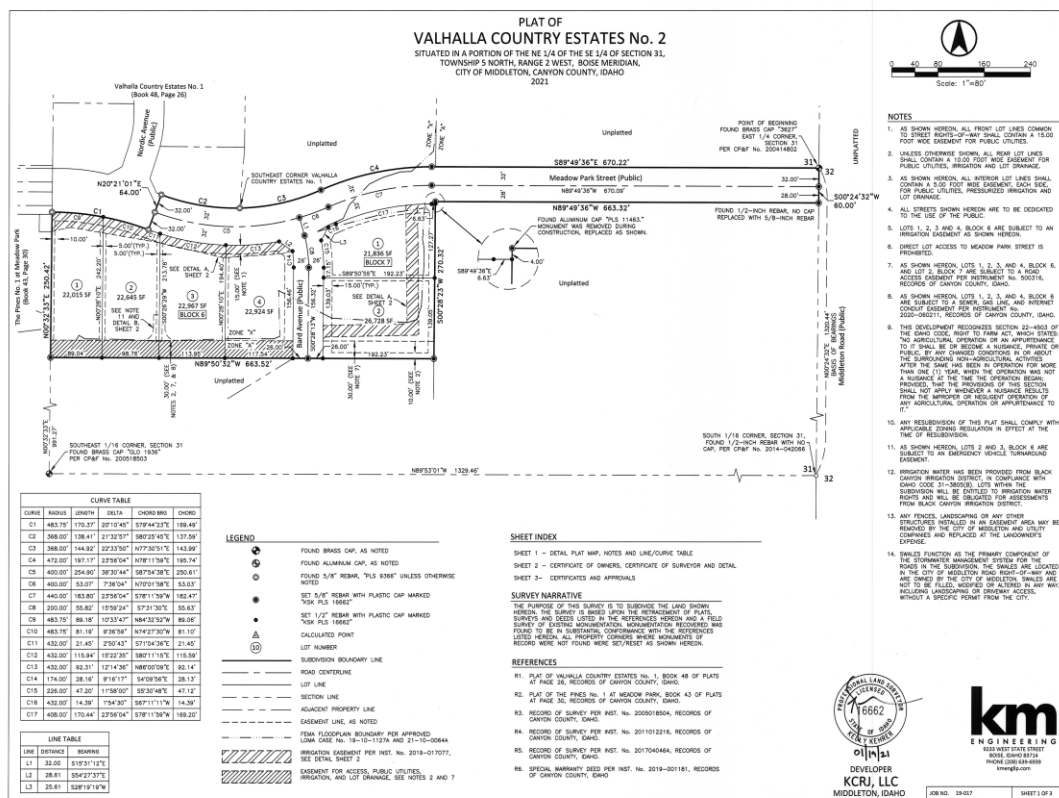
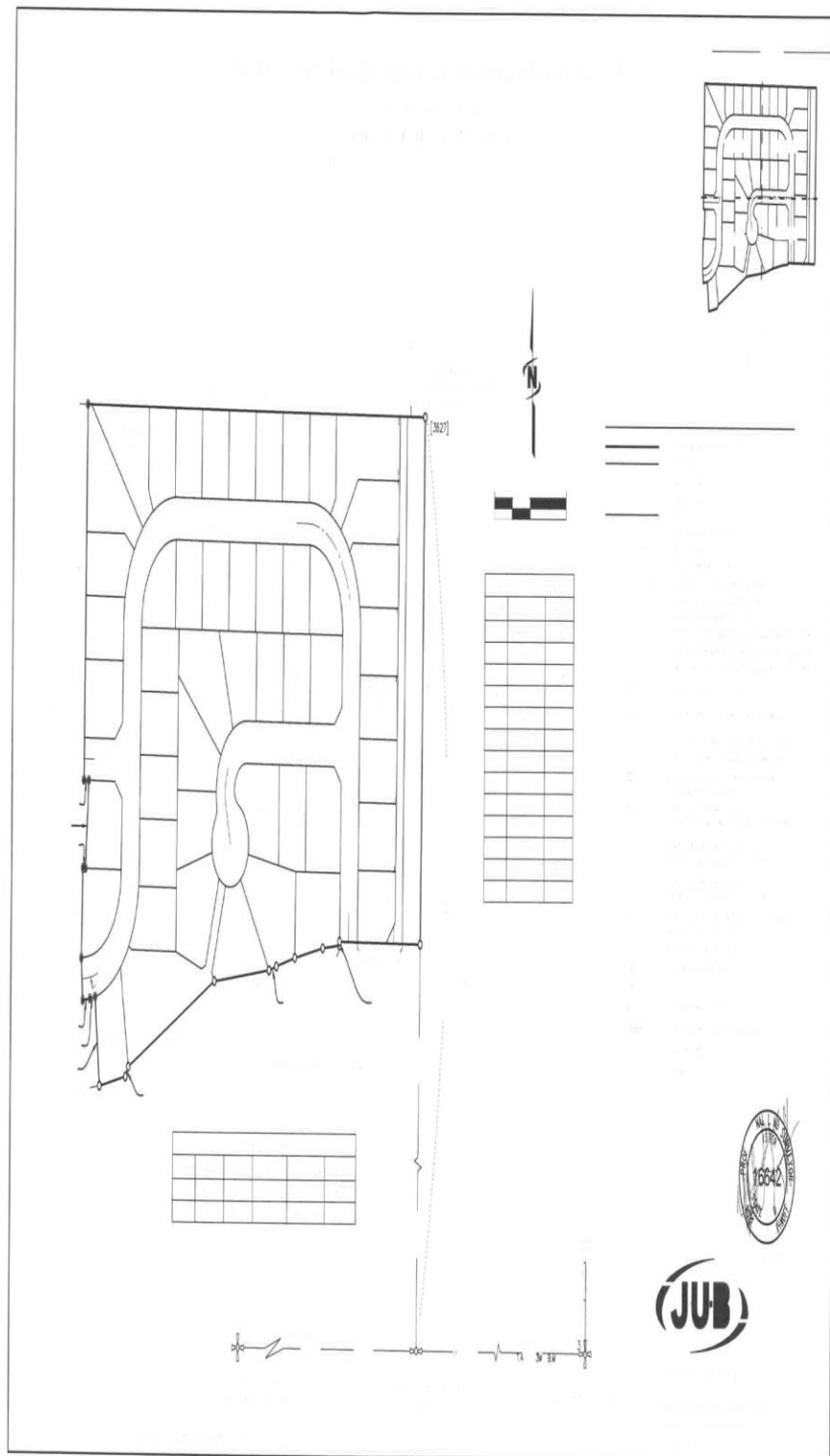


EXHIBIT 4



RESOLUTION NO. 455-21

A RESOLUTION DECLARING THE CITY OF MIDDLETON, IDAHO TO BE A SECOND AMENDMENT SANCTUARY CITY.

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Idaho, Article 1, Section 11, and;

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of the City of Middleton, Idaho, and;

WHEREAS, the Middleton, Idaho City Council, has been elected to represent the People of Middleton, Idaho and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Idaho, and;

WHEREAS, the citizens of Middleton are opposed to any legislation considered by the Idaho State Legislature or the United States Congress that would infringe upon the right to keep and bear arms and would ban the possession and use of any firearms, magazines, ammunition or accessories now employed by individual citizens of Middleton, Idaho for defense of life, liberty and property or would require a firearms owners ID card or tax the possession of the firearms or ammunition within Middleton, Idaho.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Middleton City Council hereby declares the City of Middleton to be a Second Amendment Sanctuary City.

BE IT FURTHER RESOLVED the Middleton City Council does hereby oppose the enactment of any legislation that would infringe upon the rights of the People to keep and bear arms and consider such laws to be unconstitutional and beyond lawful legislative authority.

BE IT FURTHER THE RESOLVED the People of Middleton, Idaho affirm support of the Middleton Police Department, and additionally, specifically to exercise sound discretion to not enforce against any citizen any unconstitutional laws.

BE IT FURTHER RESOLVED that the Middleton City Council will not appropriate any funds for any enforcement of unconstitutional laws against the People of Middleton, Idaho.

DATED this ____ day of February 2021.

CITY OF MIDDLETON, IDAHO
Canyon County

By: _____
Steven J. Rule, Mayor

ATTEST

Becky Crofts, City Clerk

2-3-21



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978 2737

Q-283056-44208.974KU

Issued: 01/12/2021

Quote Expiration: 02/15/2021

Account Number: 472380

Payment Terms: Net 30
Delivery Method: FedEx - Ground

SHIP TO

Alan Takeuchi
Middleton Police Department - ID
1103 W Main St.
Middleton, ID 83644
US

BILL TO

Middleton Police Department - ID
1103 W Main St.
Middleton, ID 83644
US

SALES REPRESENTATIVE

Kara Uzelac
Phone:
Email: kuzelac@axon.com
Fax:

PRIMARY CONTACT

Alan Takeuchi
Phone: (208) 585-0008
Email: atakeuchi@middletoncity.com

* Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	10	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	10	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		10	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		10	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		10	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		10	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00

Q-283056-44208.974KU

Protect Life.

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		12	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		12	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	10	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	690.00	390.00	3,900.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
					Subtotal	3,900.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	3,900.00

Trade In Credit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		7	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	690.00	690.00	6,900.00
					Subtotal	6,900.00
					Estimated Tax	0.00
					Total	6,900.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	690.00	690.00	6,900.00
					Subtotal	6,900.00
					Estimated Tax	0.00
					Total	6,900.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	690.00	690.00	6,900.00
					Subtotal	6,900.00
					Estimated Tax	0.00
					Total	6,900.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	10	690.00	690.00	6,900.00
					Subtotal	6,900.00
					Estimated Tax	0.00
					Total	6,900.00
					Grand Total	31,500.00





Discounts (USD)

Quote Expiration: 02/15/2021

List Amount	35,250.00
Discounts	3,750.00
Total	31,500.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	3,900.00
Trade In Credit	0.00
Year 2	6,900.00
Year 3	6,900.00
Year 4	6,900.00
Year 5	6,900.00
Grand Total	31,500.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Kara Uzelac at kuzelac@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Q-283056-44208.974KU



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-284945-44223.663KU

Issued: 01/27/2021

Quote Expiration: 03/31/2021

Account Number: 472380

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Alan Takeuchi
Middleton Police Department - ID
1103 W Main St.
Middleton, ID 83644
US

BILL TO

Middleton Police Department - ID
1103 W Main St.
Middleton, ID 83644
US

SALES REPRESENTATIVE

Kara Uzelac
Phone:
Email: kuzelac@axon.com
Fax:

PRIMARY CONTACT

Alan Takeuchi
Phone: (208) 585-0008
Email: atakeuchi@middletoncity.com

Due Net 30

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		10	1,720.00	1,720.00	17,200.00
20018	TASER 7 BATTERY PACK, TACTICAL		12	86.00	86.00	1,032.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	1,500.00	1,500.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		10	80.00	80.00	800.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		10	300.00	300.00	3,000.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		12	18.00	18.00	216.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	300.00	300.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	750.00	750.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	75.00	75.00	75.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	38.00	38.00	1,900.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	38.00	38.00	1,900.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	38.00	38.00	760.00

Due Net 30 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	38.00	38.00	760.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		10	49.00	49.00	490.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		10	49.00	49.00	490.00
Other						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	150.00	150.00	150.00
					Subtotal	31,366.90
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	31,366.90
Grand Total						31,366.90

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Kara Uzelac at kuzelac@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



ESTIMATE

279 Explorer St.,
Middleton, ID 83644
Phone 208-230-3434

DATE: 1/27/2021

ATTENTION:

City of Middleton
1103 West Main St., Middleton ID 83644
208-585-3133

FOR:

TRAINING ROOM FLOORING

DESCRIPTION	MATERIALS	LABOR	AMOUNT
Patch/Repair Water Damaged Floor at Northwest Corner of Room.	\$47.70	\$100.00	\$147.70
Install 3/8" Underlayment Ply Where Missing and Level Low Spot.	\$276.27	\$200.00	\$476.27
Install Flooring Mod#LF000999 w/Transition Strip.	\$1,562.10	\$500.00	\$2,062.10
Install Baseboard.	\$144.34	\$100.00	\$244.34
Repair Two (2) Walls where Chair Rail was removed and Texture.	\$47.21	\$100.00	\$147.21
Additional Costs:			
Total for Labor and Materials:	\$2,077.62	\$1,000.00	\$3,077.62
TOTAL AMOUNT DUE			\$3,077.62

Payable to 360 Home Improvements LLC

Total due within 10 days of completion. Overdue accounts subject to a service charge of 10% per week.

Pricing may vary due to unforeseen issues with material costs and/or hidden issues during the job. Haul away extra.

Materials costing over \$100.00 must be paid up front prior to start of job.

Prices subject to change after 30 days.

THANK YOU FOR YOUR BUSINESS!

11259 W. 2nd STREET
ID 83669

Estimate

Date	Estimate #
1/21/2020	6

Name / Address
Middleton Police Department Alan Takeuchi

[illegible]




STAFF REPORT

Middleton Planning and Zoning Department

Middleton Industrial Park No. 2

Snapshot Summary

	DESCRIPTION	DETAILS
	Acreage	16.637 acres
	Current Zoning	M-1
	Proposed Zoning	to remain the same
	Current Land Use	Industrial
	Lots	7 lots ranging from 1.35 acres to 3 acres. No common lots.

- A. City Council Hearing Date:** February 3, 2021
- B. Project Description:** Industrial Subdivision with seven lots on 16 acres of vacant land located at 0 Middleton Road (southwest corner of intersection of Bass Lane and Middleton Road, Tax Parcel No. R34075014A0.)
- C. Project History:** The project property was annexed into the City in 2015, and a Development Agreement was executed and recorded with the annexation. The final plat for Middleton Industrial Park No. 1 was approved in Spring of 2019 and recorded in June 2019. The current project, Middleton Industrial Park #2, is adjacent to Industrial Park #1 and expands the overall industrial project to the east.
- D. Application Requests:** Applicant submitted three applications initially: (1) Preliminary Plat application, (2) Special Use Permit application ("SUP"), and (3) Floodplain administrative application.

The administrative Floodplain application is proceeding simultaneously with the preliminary plat application. The SUP application was approved by the Planning & Zoning Commission at the January 11, 2021, Public Hearing on the matter. In the SUP, Applicant requested the following:

1. A reduction from 40' to 35' of the right-of-way width for Bass Lane from the center line (or half road) to match the reduced width allowed for Middleton Industrial Park #1.
2. Removal of Code required pressurized irrigation because there will be no landscaping or greenscape in the industrial park.
3. Removal of sidewalks on the interior roadways (Tungsten St., and Thorsten Ave.), which is consistent with the special use permit approved for Middleton Industrial Park #1.

4. Elimination of 5% Open Space requirement for subdivisions.
5. Reduction of a 150' right-of-way triangle at the intersection of Bass Lane and Middleton Road.

E. Current Zoning: The property is currently zoned M-1 or Light Industrial, which allows a mix of light industrial and commercial uses. The project is flanked on the east and west side by Middleton City property zoned M-1. County property flanks the project on the north and south. The County property is zoned light industrial and agriculture. The uses generally surrounding the project are industrial uses, and one of the primary industrial businesses in the immediate vicinity is the Rule Steel facility.

F. City Services: Domestic water and sanitary sewer were extended to the Project property after the 2015 Annexation, and the service has been extended westward down Bass Lane. Sewer and water will also be extended south on Middleton Road along the frontage of the project. However, all lots in the project will hook up to water, sewer and dry utilities off of Bass Lane, not Middleton Road.

G. Traffic, Access & Streets:

The Project is located at the intersection of Middleton Road and Bass Lane. A Traffic Impact Study ("TIS") was completed for the Project, and a copy is included in the City Council Packet. Both the Middleton City Engineer and Canyon Highway District 4 ("CHD4") reviewed the TIS because Middleton and CHD4 executed an Exchange Maintenance Agreement wherein the parties agreed that CHD4 would maintain and operate the portion of Middleton Road that fronts the Project even though Middleton is the underlying Jurisdiction.

It is also important to note that in 2016, the Cities of Middleton and Caldwell and the CHD4 commissioned a Corridor Study for the portion of Middleton Road between Ustick Road in Caldwell and Hwy 44 in Middleton. In the 2016 Corridor Study, the participating entities adopted the cross section shown below for all future improvements on Middleton Road.



After the Middleton City Engineer and CHD4 reviewed the TIS and the 2016 Corridor Study, they made the following recommendations for City Council:

1. **Middleton Road Improvements:** Both the City Engineer and CHD4 agreed that the Developer should be required to construct one-half of the Middleton Road cross-section as shown in the 2016 Corridor Study along the entire frontage of the Project. However, both CHD4 and City Engineer recommended expanding the 10' center median shown in the cross-section to a width of 12' to accommodate a north bound left-turn lane on to Bass Lane from Middleton Road.



Additionally, City Engineer recommended that Developer dedicate an acceleration lane for right turn traffic from Bass Lane that intends to travel south on Middleton Road. See diagram below.



Both of these improvements are shown on the preliminary plat currently before the City Council.

City Engineer has also indicated that a southbound deceleration lane on Middleton Road with right turn on to Bass Lane may be required. (See diagram below.) However, the City Engineer does not recommend that Developer be forced to make these improvements at this time. Additionally, the TIS is not clear on “if and when” a southbound deceleration lane will be required. However, the City has encountered increased pressure from the public to ensure that Developers pay their fair share of traffic impacts. In light of that, Developer and the City will be working together to determine if the issue can be resolved by having Developer pay its proportionate share of a southbound deceleration lane with right turn onto Bass Lane with the overall prorata traffic impact fees even though not clearly “spelled out” in the TIS.



2. **Bass Lane Road Improvements:** Access to the Project site will be through Bass Lane. It is recommended that Developer improve the south half of Bass Lane along the northern frontage of the project. Per the SUP recently approved by the P&Z Commission, the half road width will be lowered from 40' to 35' to match the half road width approved for the Middleton Industrial Park #1.
3. **Traffic Control:** The 2016 Middleton Road Corridor Study recommended a roundabout at the intersection of Bass Lane and Middleton Road when future conditions require some form of traffic control. Since the time of the 2016 Study, however, the City has re-evaluated the intersection control, and the City is no longer inclined toward a roundabout. CHD4 has indicated that it is also

open to considering a traffic control other than the roundabout. In light of that, the City Engineer is recommending that a traffic light be installed at the intersection when future conditions require some form of control. The Engineer further recommends that the Developer be required to dedicate a 35'x35' right-of-way triangle to accommodate the installation of the traffic signal.

4. **Traffic Proportionate (“Prorata”) Share Fees:** Based upon the findings of the TIS, City Engineer recommends that Developer be required to pay its proportionate share of all traffic impacts on nearby intersections, including Developer’s proportionate share of the future traffic light at Bass Lane and Middleton Road and possibly Developer’s proportionate share of a southbound deceleration lane on Middleton Road.

(Copies of City Engineer comments dated 12/8/2020 and 1/3/2021 can be found in the City Council Packet along with comments from CHD4 dated December 23, 2020 and January 5, 2021.)

- H. **Pathway & Sidewalks:** There will be an 8’ wide paved pathway along Middleton Road and Bass Lane. Per the approved SUP, 5’ sidewalks along the interior streets, Thorsten Avenue and Tungsten Street, have been eliminated.
- I. **Open Space:** MCC 5-4-10-10 requires all subdivisions to provide 5% Open Space, which is defined in the code as “irrigated and landscaped area.” (MCC 5-4-10-10.) Per the approved SUP, Applicant will not be required to meet this 5% standard. The P&Z Commission found that because the project was industrial, it did not need landscaped gathering places and pedestrian connectivity.
- J. **Caldwell Rural Fire Protection District:** The subject property is in the Caldwell Rural Fire Protection District. The District has reviewed and approved the preliminary plat currently under consideration by the City Council. See Fire District comments in the City Council Packet.
- K. **Comprehensive Plan & Land Use Map:** Applicant’s project complies with the Comprehensive Plan Land Use Map because the project parcel is designated “Industrial” on the Land Use Map, which matches the industrial uses planned for the site.

Additionally, Applicant’s project complies with the *Goals, Objectives, and Strategies* of the *2019 Middleton Comprehensive Plan* as follows:

- a. *Goals 3 and 23:* The project provides safe vehicle and pedestrian facilities in light of the improvements to Middleton Road and Bass Lane. Pathways that are 8’ wide will span along both roads, facilitating safe pedestrian passage.

- b. *Goal 5:* The project will establish development that pays through impact fees and property taxes for the public services it receives when infrastructure is installed.
- c. *Goals 7 & 8:* The project promotes a strong and diverse local economy by creating a desirable area for valuable industrial and commercial uses.

L. Comments Received from Surrounding Landowners: None.

M. Comments from Agencies: 12/23/2020 and 1/5/2021 comments from CHD4. Comment from Caldwell Rural Fire Protection District dated 1/26/2021. (Copies of the comments can be found in the City Council Packet.)

N. Applicant Information: Application was received on November 17, 2020. The Representative is David Sterling of T-O Engineers. Representative's contact information is 2471 S. Titanium Place, Meridian ID 83642, Tele: (208) 323-2288. Owner is Middleton Industrial Park, LLC, 11220 Bass Lane, Caldwell, ID 83605, Tele: (208) 585-3031.

O. Notices & Neighborhood Meeting:	Dates:
Newspaper Notification	01/19/2021
Radius notification mailed to Adjacent landowners within 300'	01/15/2021
Circulation to Agencies	01/15/2021
Neighborhood Meeting	11/09/2020

P. Applicable Codes and Standards:

Idaho State Statue Title 67, Chapter 65
 Supplement to the Idaho Standards for Public Works Construction
 Middleton City Code 1-14, 1-16, 5-1, 5-3, and 5-4.

Q. PLANNING AND ZONING RECOMMENDATION: At the January 11, 2021, Planning & Zoning Hearing, the Planning and Zoning Commission recommended that the Middleton City Council approve the request for preliminary plat for Middleton Industrial Park #2 subject to the following conditions:

1. Developer be required to install a 20' wide landscape buffer along the entire frontage of Middleton Road.
 - a. It should be noted that the Middleton Planning Department Staff does not agree with this recommendation, and Staff would recommend that no such landscape buffer be required for the following reasons. (1) In the previous Special Use Permit approved by the P&Z Commission on

January 11, 2021, the Commission approved Developer's request to eliminate the pressurized irrigation and 5% Open Space requirements because the Project is an industrial project that would not benefit from gathering spaces, pedestrian connectivity, and landscape aesthetics. Creating a landscape buffer along Middleton Road would counteract all the items approved in the earlier SUP. (2) This landscape buffer recommendation would require the developer to create a common lot along Middleton Road and a formal Business Association to manage the single common lot. The burden of this extra requirement would outweigh the benefit of a landscape buffer for the industrial project. (3) Neither the 2016 Middleton Road Corridor Study nor the Middleton City Code requires a landscape buffer along Middleton Road.

At the January 11, 2021 P&Z Commission Hearing, the Commission recommended further conditions of approval as set forth below, and the Middleton Planning Department Staff agrees with all of the following conditions of approval for preliminary plat:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services to be extended to serve the subdivision.
2. City Engineer review comments dated 12/8/2020 and 1/8/2021 are completed and approved.
3. Applicant dedicates and shows on the preliminary plat an easement of 15' in width for all pathways pursuant to MCC 5-4-10-5 unless the pathway is fully located within a dedicated right-of-way.
4. Applicant constructs, at its own cost, 50% of Bass Lane and Middleton Road per the requirements of the City Engineer.
5. Applicant constructs, at its own cost, the half portion of Middleton Road in compliance with the specifications set forth in the 2016 Middleton Road Corridor Study, except the 10' center median shall be converted to a 12' wide left-turn lane.
6. Developer pays its proportionate share of all traffic impacts prior to the approval of final plat.
7. All requirements of Caldwell Rural Fire Protection District are completed and approved.
8. Any lots in the floodplain will comply with the Floodplain Permit requirements prior to any structures being constructed on the lots.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 95794

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the CITY OF MIDDLETON, whose address is PO Box 487 Middleton ID 83644, hereinafter called the "Sponsor," and HORROCKS ENGINEERS, INC., whose address is 2775 W. Navigator Dr., Ste 210, Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: S. CEMETERY RD; SH 44 TO WILLOW CR, MIDDLETON
PROJECT NO: A012(048)
KEY NO: 12048

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Garrick Nelson; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No.1L.

- 3.2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **8/31/2021**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$19,666.00**
 - 2. Additional Services Amount: **\$0.00**
 - 3. Total Agreement Amount: **\$19,666.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$19,666.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HORROCKS ENGINEERS, INC.
Consultant

By: 

Title: EUP.

CITY OF MIDDLETON
Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**SCOPE OF SERVICES FOR
CONSTRUCTION ASSISTANCE SERVICES
ENGINEER OF RECORD CONTRACT (EOR)**

PROJECT NO.: A012(048)

KEY NO.: 12048

S Cemetery Road; SH-44 to Willow Cr, Middleton

DATE: December 23, 2020

This scope of work is to provide Construction Assistance Services including submittal reviews, responding to questions that arise during construction and completing a bridge load rating upon completion of construction under the general direction of the assigned LHTAC Resident Engineer, for construction of the S. Cemetery Road; SH-44 to Willow Creek project located in Middleton, Idaho. Horrocks Engineers, Inc. (CONSULTANT) intends to provide the LHTAC with the Engineer of Record (EOR) personnel necessary to complete the contract scope of work as detailed below. CONSULTANT intends to utilize American Geotechnics (SUBCONSULTANT), as a resource for material/geotechnical related questions and reviews.

The following tasks represent the individual services that are to be provided by the CONSULTANT under this agreement:

1. **Submittal Review** – CONSULTANT will review submittals as needed after the project has been awarded to the CONTRACTOR. Submittal reviews are anticipated to take a total of 4 hours to complete by the CONSULTANT and SUBCONSULTANT, except where noted below. Submittal reviews anticipated include:
 - MSE Retaining Wall Design Drawings – to be reviewed by ITD due to American Geotechnics providing design for MSE Wall through manufacturer
 - Prestressed Girder Shop Drawings – 10 hours (6 hours for initial submittal)
 - Likely to be reviewed twice – (4 hours for resubmittal)
 - Precast Box Culvert Shop Drawings - 6 hours (4 hours for initial submittal)
 - Likely to be reviewed twice – (2 hours for resubmittal)
 - Rebar Shop Drawings
 - Deck Rebar Shop Drawings
 - Abutment Rebar Shop Drawings
 - Approach Slab Rebar Shop Drawings
 - Single Sloped Parapet Rebar Shop Drawings
 - Pedestrian/Bicycle Rail Drawings – 10 hours (6 hours for initial submittal)
 - Likely to be reviewed twice – (4 hours for resubmittal)
 - Miscellaneous submittals as needed
 - Horrocks - One
 - American Geotechnics - One
2. **Construction Assistance/Requests for Information** – CONSULTANT will respond to questions by the Resident Engineer as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written Requests for Information (RFIs) will also be reviewed and will be addressed with a written response.

- 2.1 Answer phone call questions and requests for clarification. Assume ten (two per month for five months) phone calls lasting 1 hour per call.
 - 2.2 Address formal written RFIs that are submitted. Assume responding to four (4) RFIs at 4 hours each address formal written RFIs that are submitted
3. **Change Order Support** – CONSULTANT will provide change order support including engineering management, engineering design, and drafting. Assume up to two (2) change orders at 4 hours each.
4. **Submittal Log** - A Submittal log will be prepared at the start of the project to track correspondence from LHTAC to the CONSULTANT team. This log will be updated for each shop drawing and contractor submittal, and requests for information to track submittal and approval dates and review times. The Submittal Log will include the bid item number, the contractor submittal number, CONSULTANT submittal number, submittal description, date received, who the submittal was assigned to, date the submittal was responded to, and notes for the submittal. The Submittal Log will be stored on ITD's ProjectWise server and provided upon request to LHTAC.
5. **Administration** -The following subtasks will be necessary to administer the project:
 - 5.1 Set up project files - Establish the project hard copy and electronic file system
 - 5.2 Maintain project files and correspondence
 - 5.3 Bi-monthly Progress Reports and Invoices
 - 5.4 Project Close-out - At the completion of the project, CONSULTANT will review financial data, send a final invoice and confirm that final payment has been received. Project, financial, and support electronic and hard copy files will be archived. Files will be cataloged and stored electronically and/or physically for future retrieval.
6. **Bridge Load Rating** – At the completion of construction, Consultant will complete the load ratings utilizing the AASHTOWare Bridge Rating (BrR) computer program. The load ratings will be in accordance with *The AASHTO Manual for Bridge Evaluation, Second Edition/2011 (MBE)*, *The Idaho Manual for Bridge Evaluation 2020 Edition (IMBE)*, *The Idaho Transportation Departments Bridge Design LRFD Manual*, and *The AASHTO LRFD Bridge Design Specifications, 8th Edition (2017)*. The following tasks will be completed for the bridge load rating:
 - 6.1 Review Data from LHTAC - Data provided by LHTAC will be printed out from the electronic files and reviewed for legibility and completeness of information. This work will be performed by an Idaho PE, EIT or Engineering Student Intern
 - Bridge record drawings and shop drawings (if required) will be reviewed for completeness and sufficient legibility
 - Inspection Reports will be reviewed to identify items that should be included or accounted for in the Load Rating
 - 6.2 AASHTOWare BrR Input and Rating - This task will include updating the data resulting from modifications made during construction. AASHTOWare BrR and performing/updating the rating. This work will be performed by an Idaho PE, EIT, or Engineering Student Intern.

- The top half of the Load Rating Summary Form will be filled out to gather input data into one place. Supporting calculations, if required, will be performed and documented.
- Administrative data and bridge data will be updated in AASHTOWare BrR and a rating will be performed.
- Rating results will be reviewed by the Load Rating Engineer and the AASHTOWare BrR model will be adjusted and the rating re-run, if necessary.
- Once the Load Rating Engineer is satisfied with the AASHTOWare BrR model and rating results, the bottom half of the Load Rating Summary Form and the Load Posting Summary sheet will be filled out using the rating information from AASHTOWare BrR.
- The Load Rating Engineer will put together a packet containing the record drawings, shop drawings, inspection reports, Load Rating Summary sheet, supporting calculations (if required), and AASHTOWare BrR output. The packet will be given to the QAQC Engineer for their review.

6.3 Quality Assurance/Quality Control - After receipt of the load rating packet, the QAQC Engineer will perform a QAQC review of the information. This work will be performed by an Idaho PE.

- Review packet to ensure all required forms and supporting data are included.
- Review supporting data, calculations, and AASHTOWare BrR file and output data to ensure that the AASHTOWare BrR input is correct.
- Review AASHTOWare BrR output and summary sheets to check for errors.
- File a copy of the QAQC review and any comments.
- Return original packet to the Load Rating Engineer for Revisions

6.4 Independent Senior Review - This task will include the review of the load-rating packet for conformance with ITD standards and QAQC procedures. This work will be performed by an Idaho PE. The Senior Reviewer will:

- Review the package for completeness and verify Bridge Load Rating Summary Form is consistent with the checked load rating results
- Verify the administrative information on the Bridge Load Rating Summary Form is consistent with the Provide AASHTOWare BrR report.
- Return the original packet to the Load Rating Engineer for revision of for stamp and signature. In the event that the Load Rating Engineer is an EIT, the QAQC Engineer will stamp and sign the packet.

Deliverables

- BrR file (.XML electronic file only)
- Idaho Bridge Load Rating Summary Form (.XLS electronic file only)
- Stamped & Signed LRFR Load Rating Summary Sheet by a State of Idaho Professional Engineer (hard copy and electronic PDF & Excel file)
- Supporting calculations, if required (hard copy and PDF electronic files)

7. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule:
The scope of work for this project will run in accordance with the contractor's construction

schedule. It is anticipated that CONSULTANT will be engaged in professional services from January 4th, 2021 through August 31st, 2021.

8. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer bi-monthly for professional services described in this Scope of Work. CONSULTANT will invoice bi-monthly the LHTAC Resident Engineer for professional labor and reimbursable expenses and will bill only for the efforts actually expensed toward the project in accordance with the provisions of the Agreement for this work.

CONSULTANT NAME:

Horrocks Engineers

PROJECT NAME:

S Cemetery Road - SH 44 to Willow Creek

PROJECT NO.:

A012(048)

KEY NO.:

12048

PROJECT COSTS SUMMARY

A. SUMMARY OF ESTIMATED LABOR COSTS

2.8315

	Employee	Hourly Rate	Man-Hours	Raw Hourly Rate	Loaded Rate	Loaded Labor Cost
1 Principal-In-charge	Bryan Foote	\$ 90.38	6 @	\$ 90.38	\$ 255.91 =	\$ 1,535.47
2 Roadway EOR	Kip Davidson	\$ 47.12	24 @	\$ 47.12	\$ 133.42 =	\$ 3,202.09
3 Bridge EOR	Adam Drinkwalter	\$ 53.85	90 @	\$ 53.85	\$ 152.48 =	\$ 13,722.86
4 Administrative	Kimi Clifford	\$ 27.26	4 @	\$ 27.26	\$ 77.19 =	\$ 308.75
TOTAL LOADED LABOR COST - Horrocks						= \$ 18,769.16

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

152.52%

C. NET FEE

12.00%

D. FCCM

0.33%

E. SUBCONSULTANT TOTAL -

\$ 896.51

TOTAL	= \$ 19,665.68
--------------	-----------------------

MAN-HOUR ESTIMATE

Project: S Cemetery Road - SH 44 to Willow Creek
 Project No.: A012(048)
 Key No.: 12048

Task #	Task Description	Horrocks Totals	Principal-In-charge	Roadway EOR	Bridge EOR	Administrative	American Geotechnics Total	Geotechnical Engineer	Administrative
Task 1	SUBMITTAL REVIEW	48	0	4	44	0	5	4	1
1.1	MSE Retaining Wall Design Drawings	0					0		
1.2	Prestressed Girder Shop Drawings	10			10		0		
1.3	Precast Box Culvert Shop Drawings	8		2	6		0		
1.4	Rebar Shop Drawings	16			16		0		
1.5	Ped/Bike Rail Drawings	10			10		0		
1.6	Misc. Submittals as Needed	4		2	2		5	4	1
Task 2	CONSTRUCTION ASSISTANCE/REQUESTS FOR INFORMATION	26	0	13	13	0	0	0	0
2.1	Answer phone call questions and requests for clarification	10		5	5		0		
2.2	Address formal written RFI's that are submitted	16		8	8		0		
Task 3	CHANGE ORDER SUPPORT	8	1	3	4	0	0	0	0
3.1	Change Order Support for Engineering Management	8	1	3	4		0		
Task 4	SUBMITTAL LOG	4	0	0	4	0	0	0	0
4.1	Submittal Log	4			4		0		
Task 5	ADMINISTRATION	14	5	4	1	4	0	0	0
5.1	Set up Project Files - Electronic and Hard Copy	1		1			0		
5.2	Maintain Project Files	2		2			0		
5.3	Monthly Progress Reports and Invoices	8	4			4	0		
5.4	Project Close-Out	3	1	1	1		0		
Task 6	BRIDGE LOAD RATING	24	0	0	24	0	0	0	0
6.1	Review Data from LHTAC	4			4		0		
6.2	AASHTOWare BrR Input and Rating	10			10		0		
6.3	QA/QC	6			6		0		
6.4	Independent Senior Review	4			4		0		
	TOTAL HOURS	124	6	24	90	4	5	4	1

Assumptions

- Review by ITD per G. Nelson email 12/23/2020
- Includes (1) resubmittal
- Includes (1) resubmittal
- No resubmittals
- Includes (1) resubmittal
- No resubmittals
- 2 per month for 5 months
- 4 RFIs at 4 hours each
- 2 COs at 4 hours each
- 4 invoices over 8 months
- 2 hrs for data collection, 2 hrs for review
- 8 hrs for input, 2 hrs for correction
- 4 hrs for review, 2 hrs for correction verification
- 4 hrs for submittal review

CONSULTANT NAME:

PROJECT NAME:

PROJECT NO.:

KEY NO.:

American Geotechnics

S Cemetery Road - SH 44 to Willow Creek

A012(048)

12048

PROJECT COSTS SUMMARY

A. SUMMARY OF ESTIMATED LABOR COSTS

3.0344

		Hourly Rate		Man-Hours	Raw Hourly Rate		Loaded Rate		Loaded Labor Cost
1 Geotechnical Engineer	Stan Crawforth	\$	63.00	4 @	\$	63.00	\$	191.17 =	\$ 764.67
2 Administrative	Laurel Fritz	\$	43.45	1 @	\$	43.45	\$	131.84 =	\$ 131.84
TOTAL LOADED LABOR COST									= \$ 896.51

B. OVERHEAD

170.07%

C. FCCM

0.96%

D. NET FEE

12.00%

E. DIRECT EXPENSES

TOTAL	=	\$	896.51
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VALHALLA ESTATE SUBDIVISION

Phase 2, 3 & 4 Bonding Calculations

PREPARED BY:

KM Engineering

DATE: 1.13.2021



Phase 2 Bonding

Items		Bid Estimate Preparer	Bid	Bid + 150%
1	Weather Related Bonding Items See Attached Bid	CSC	\$ 11,150.00	\$ 16,725.00
2	Perimeter Fencing (1,245 LF @ \$11.00/foot)	Silver Landscaping	\$ 13,695.00	\$ 20,542.50
			TOTAL PHASE 2:	\$ 37,267.50

Phase 3 Bonding

Items		Bid Estimate Preparer	Bid	Bid + 150%
1	Perimeter Fencing (1,030 LF @ \$11.00/foot)	Silver Landscaping	\$ 11,330.00	\$ 16,995.00
			TOTAL PHASE 3:	\$ 16,995.00

Phase 4 Bonding

Items		Bid Estimate Preparer	Bid	Bid + 150%
1	Perimeter Fencing (1,140 LF @ \$11.00/foot)	Silver Landscaping	\$ 12,500.00	\$ 18,750.00
			TOTAL PHASE 4:	\$ 18,750.00

Note: See attached Bids

73,012.50

DATE: January 26, 2021

TO: Rachel Speer
Wendy Howell

FROM: Civil Dynamics
Amy Woodruff, PE

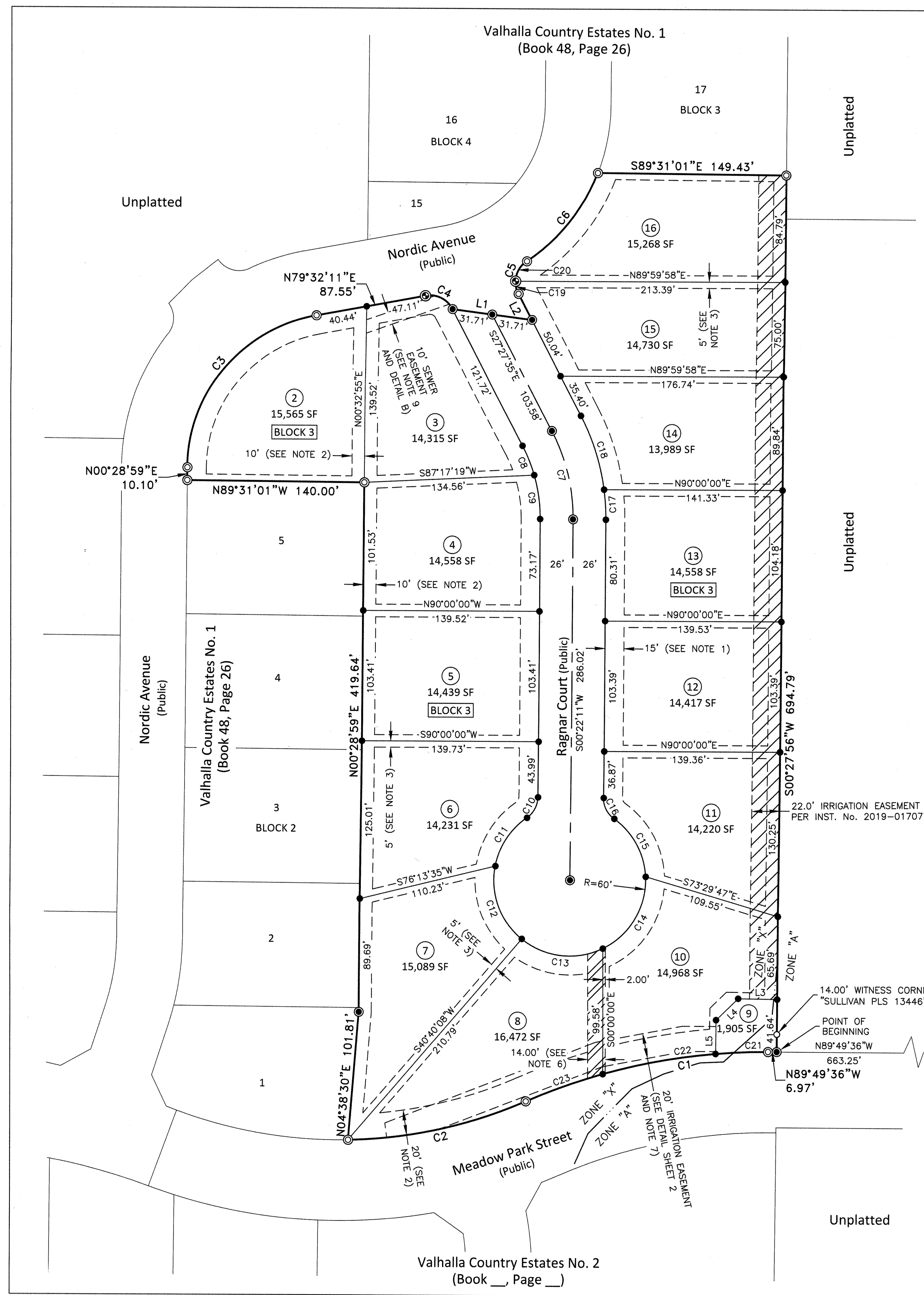


RE: Valhalla Country Estates No 3
FINAL PLAT RECOMMENDATION

Thank you for the opportunity to review the above captioned final plat. The review is complete and the plat appears to generally meet the requirements of Middleton City Code and common platting practices.

It is recommended the City of Middleton Mayor and City Council approve the Valhalla Country Estates No. 3 with the following conditions to be met prior to certification by the City Engineer:

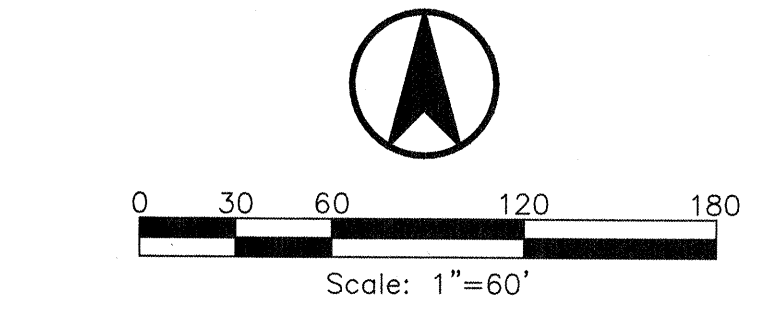
1. City required bond/surety to be submitted.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	472.00'	197.17'	23°56'04"	S78°11'59"W	195.74'
C2	368.00'	144.92'	22°33'50"	S77°30'51"W	143.99'
C3	124.00'	171.09'	79°03'12"	N40°00'35"E	157.84'
C4	20.00'	25.48'	73°00'14"	S63°57'42"E	23.79'
C5	20.00'	29.07'	83°16'33"	N14°10'42"E	26.58'
C6	151.00'	91.15'	34°35'11"	N38°31'23"E	89.77'
C7	150.00'	72.86'	27°49'45"	S13°32'42"E	72.14'
C8	124.00'	25.06'	11°34'52"	N21°40'09"W	25.02'
C9	124.00'	35.16'	16°14'54"	N7°45'16"W	35.05'
C10	20.00'	19.16'	54°54'01"	N27°49'11"E	18.44'
C11	60.00'	46.97'	44°51'05"	N32°50'39"E	45.78'
C12	60.00'	64.39'	61°29'19"	N20°19'33"W	61.35'
C13	60.00'	68.11'	65°02'32"	N8°35'28"W	64.51'
C14	60.00'	69.93'	66°46'54"	S30°29'48"W	66.04'
C15	60.00'	54.07'	51°38'12"	S28°42'45"E	52.26'
C16	20.00'	19.16'	54°54'01"	S27°04'50"E	18.44'
C17	176.00'	23.93'	7°47'29"	S3°31'34"E	23.91'
C18	176.00'	61.55'	20°02'17"	S17°26'26"E	61.24'
C19	20.00'	10.31'	29°32'23"	S12°41'23"E	10.20'
C20	20.00'	18.76'	53°44'10"	S28°56'54"W	18.08'
C21	472.00'	41.51'	5°02'21"	S87°38'50"W	41.50'
C22	472.00'	90.87'	11°01'51"	S79°36'44"W	90.73'
C23	472.00'	64.79'	7°51'52"	S70°09'52"W	64.74'

LINE TABLE		
LINE	DISTANCE	BEARING
L1	63.41	S82°32'56"E
L2	23.28	N27°27'35"W
L3	30.99	S89°02'05"E
L4	24.40	S45°47'58"W
L5	26.83	N0°38'01"E

PLAT OF
VALHALLA COUNTRY ESTATES No. 3
SITUATED IN A PORTION OF THE WEST 1/2 OF THE SE 1/4 OF THE NE 1/4
AND A PORTION OF THE WEST 1/2 OF THE NE 1/4 OF THE SE 1/4 OF
SECTION 31, TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2021

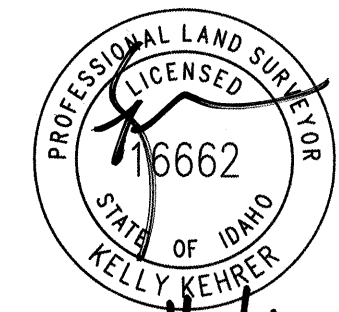


- SHEET INDEX**
- SHEET 1 - PLAT MAP AND LINE/CURVE TABLE
SHEET 2 - PLAT DETAILS, NOTES AND CERTIFICATE OF OWNERS
SHEET 3- CERTIFICATES AND APPROVALS
- LEGEND**
- FOUND BRASS CAP, AS NOTED
 - FOUND 5/8-INCH REBAR WITH PLASTIC CAP MARKED "PLS 9366", UNLESS OTHERWISE NOTED
 - FOUND 1/2-INCH REBAR, AS NOTED
 - SET 5/8-INCH REBAR WITH PLASTIC CAP MARKED "KSK PLS 16662"
 - SET 1/2-INCH REBAR WITH PLASTIC CAP MARKED "KSK PLS 16662"
 - SET BRASS PLUG (WITH MAGNET INSERT) MARKED "KSK PLS 16662"
 - CALCULATED POINT
 - LOT NUMBER
 - SUBDIVISION BOUNDARY LINE
 - ROAD CENTERLINE
 - LOT LINE
 - SECTION LINE
 - ADJACENT BOUNDARY LINE
 - FEMA FLOOD PLAIN BOUNDARY (LOMA 19-10-1127A)
 - EASEMENT LINE, AS NOTED
 - CITY OF MIDDLETON PUBLIC PATHWAY EASEMENT SEE NOTE 6
 - IRRIGATION EASEMENT PER INST. No. 2019-017077

- REFERENCES**
- R1. PLAT OF VALHALLA COUNTRY ESTATES No. 1, BOOK 48 OF PLATS AT PAGE 26, RECORDS OF CANYON COUNTY, IDAHO.
R2. PLAT OF VALHALLA COUNTRY ESTATES No. 2, BOOK 51 OF PLATS AT PAGE 33, RECORDS OF CANYON COUNTY, IDAHO.
R3. RECORD OF SURVEY PER INST. No. 200529773, RECORDS OF CANYON COUNTY, IDAHO.
R4. RECORD OF SURVEY PER INST. No. 2005018504, RECORDS OF CANYON COUNTY, IDAHO.
R5. RECORD OF SURVEY PER INST. No. 2017-040464, RECORDS OF CANYON COUNTY, IDAHO.
R6. SPECIAL WARRANTY DEED PER INST. No. 2019-001181, RECORDS OF CANYON COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.



01/27/21
DEVELOPER
KCRJ, LLC
MIDDLETON, IDAHO

BOOK ____, PAGE ____

PLAT OF
VALHALLA COUNTRY ESTATES No. 3

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 31, WHICH BEARS S00°23'15"W A DISTANCE OF 1,319.62 FEET FROM A FOUND BRASS CAP MARKING THE NORTH 1/16 CORNER COMMON TO SECTIONS 31 AND 32; THENCE FOLLOWING THE SOUTHERLY LINE OF SAID NORTHEAST 1/4, N89°49'36"W A DISTANCE OF 663.25 FEET TO THE POINT OF BEGINNING.

THENCE FOLLOWING SAID SOUTHERLY LINE, N89°49'36"W A DISTANCE OF 6.97 FEET; THENCE LEAVING SAID SOUTHERLY LINE, 197.17 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 472.00 FEET, A DELTA ANGLE OF 23°56'04", A CHORD BEARING OF S78°11'59"W AND A CHORD DISTANCE OF 195.74 FEET; THENCE 144.92 FEET ALONG THE ARC OF A REVERSE CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 22°33'50", A CHORD BEARING OF S77°30'51"W AND A CHORD DISTANCE OF 143.99 FEET TO THE SOUTHEAST CORNER OF VALHALLA COUNTRY ESTATES NO. 1 (BOOK 48 OF PLATS AT PAGE 26, RECORDS OF CANYON COUNTY, IDAHO);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY LINE THE FOLLOWING TWELVE (12) COURSES:

1. N04°38'30"E A DISTANCE OF 101.81 FEET;
2. N00°28'59"E A DISTANCE OF 419.64 FEET;
3. N89°31'01"W A DISTANCE OF 140.00 FEET;
4. N00°28'59"E A DISTANCE OF 10.10 FEET;
5. 171.09 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 124.00 FEET, A DELTA ANGLE OF 79°03'12", A CHORD BEARING OF N40°00'35"E AND A CHORD DISTANCE OF 157.84 FEET;
6. N79°32'11"E A DISTANCE OF 87.55 FEET;
7. 25.48 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 73°00'14", A CHORD BEARING OF S63°57'42"E AND A CHORD DISTANCE OF 23.79 FEET;
8. S82°32'56"E A DISTANCE OF 63.41 FEET;
9. N27°27'35"W A DISTANCE OF 23.28 FEET;
10. 29.07 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 83°16'33", A CHORD BEARING OF N14°10'42"E AND A CHORD DISTANCE OF 26.58 FEET;
11. 91.15 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 151.00 FEET, A DELTA ANGLE OF 34°35'11", A CHORD BEARING OF N38°31'23"E AND A CHORD DISTANCE OF 89.77 FEET;
12. S89°31'01"E A DISTANCE OF 149.43 FEET TO THE EASTERLY LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31;

THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE AND FOLLOWING SAID EASTERLY LINE, S00°27'56"W A DISTANCE OF 694.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.535 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. THE OWNER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

Joseph W. Roberts

JOSEPH W. ROBERTS, MEMBER,
KCRJ, LLC

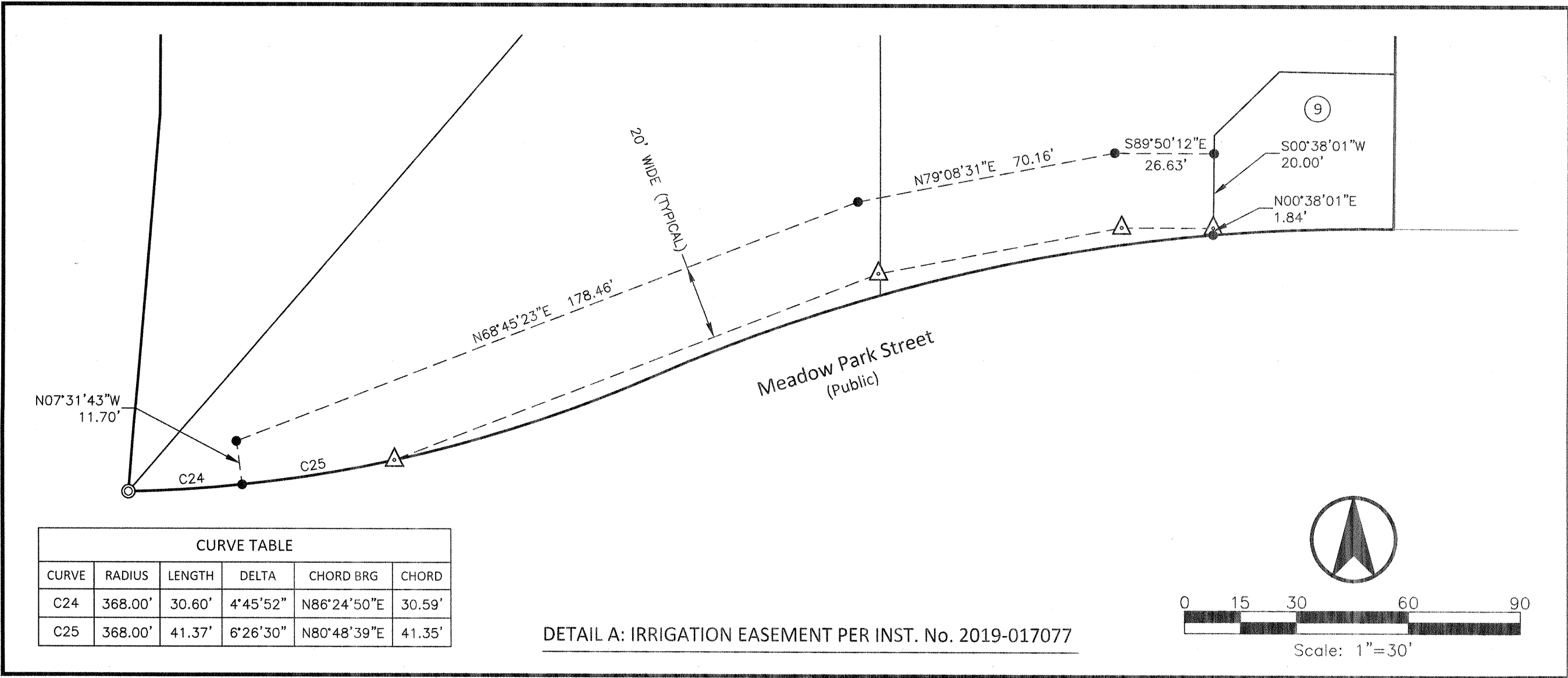
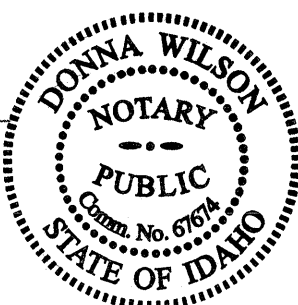
ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF Ada }SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON January 27, 2021, BY JOSEPH W. ROBERTS, AS A MEMBER OF KCRJ, LLC.

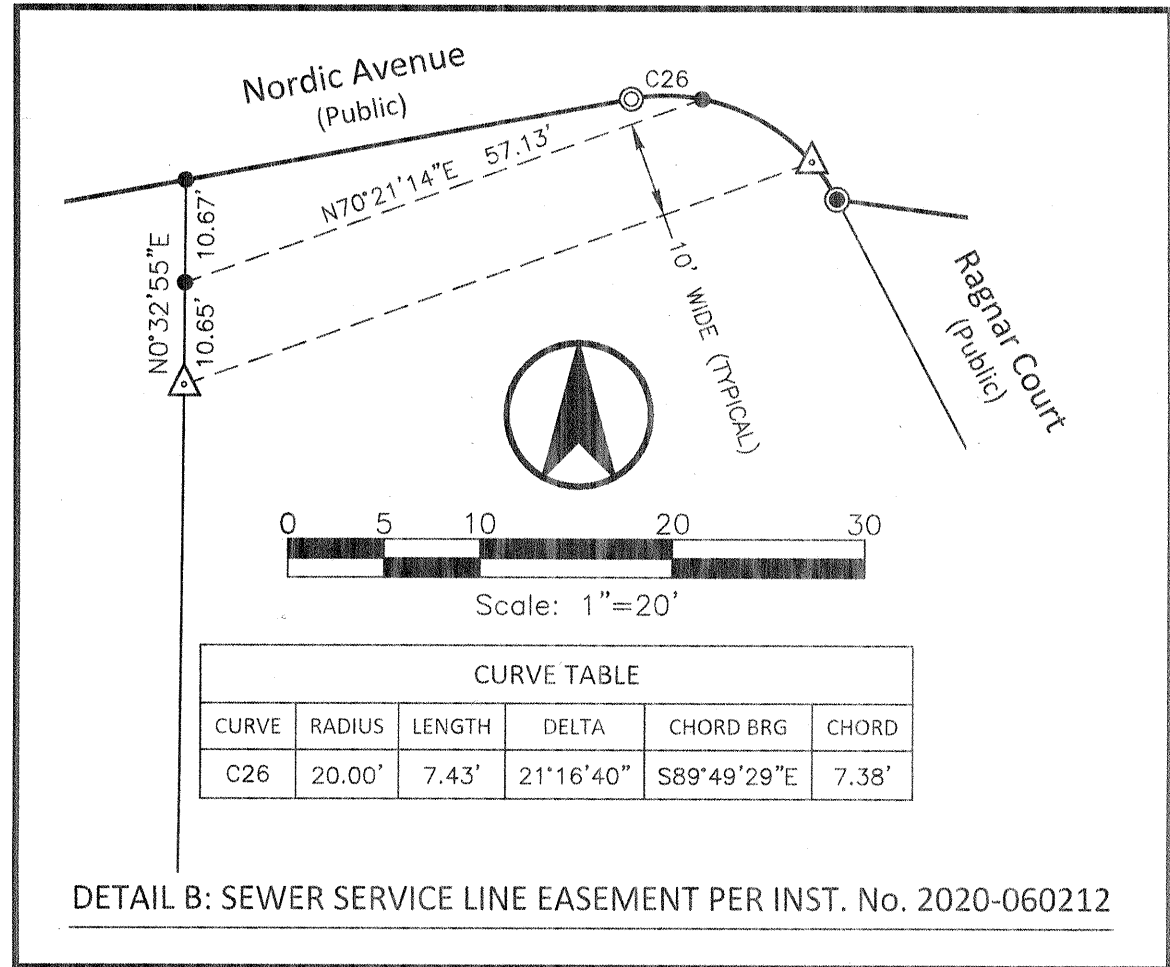
Donna Wilson
SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 5.6.2022



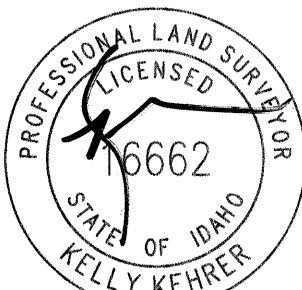
NOTES

1. UNLESS OTHERWISE DIMENSIONED, ALL FRONT LOT LINES COMMON TO STREET RIGHTS-OF-WAY SHALL CONTAIN A 15.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES.
2. UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO THE SUBDIVISION BOUNDARY AND ALL REAR LOT LINES SHALL CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
3. UNLESS OTHERWISE DIMENSIONED, ALL INTERIOR LOT LINES SHALL CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE.
4. ALL STREETS SHOWN HEREON ARE TO BE DEDICATED TO THE USE OF THE PUBLIC.
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
6. LOTS 8 AND 10, BLOCK 3 IS SUBJECT TO A 14.00 FOOT WIDE CITY OF MIDDLETON PUBLIC PATHWAY EASEMENT AS SHOWN HEREON.
7. LOTS 8 AND 10, BLOCK 3 ARE SUBJECT TO AN IRRIGATION EASEMENT IN FAVOR OF PINES AT MEADOWPARK HOMEOWNER'S ASSOCIATION, INC. PER INST. No. 2019-017077, RECORDS OF CANYON COUNTY, IDAHO.
8. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH APPLICABLE ZONING REGULATION IN EFFECT AT THE TIME OF RESUBDIVISION.
9. AS SHOWN HEREON, LOT 3, BLOCK 3 IS SUBJECT TO A 10.00 FOOT WIDE PERMANENT PRIVATE SEWER EASEMENT IN FAVOR OF LOT 2, BLOCK 3 PER INST. No. 2020-060212, RECORDS OF CANYON COUNTY, IDAHO.
10. LOT 9, BLOCK 3 IS A COMMON LOT AND SHALL BE OWNED AND MAINTAINED BY THE VALHALLA COUNTRY ESTATES HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THIS COMMON LOT IS SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES, DRAINAGE AND IRRIGATION.
11. IRRIGATION WATER HAS BEEN PROVIDED FROM BLACK CANYON IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM BLACK CANYON IRRIGATION DISTRICT.
12. ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT THE LANDOWNER'S EXPENSE.
13. SWALES FUNCTION AS THE PRIMARY COMPONENT OF THE STORMWATER MANAGEMENT SYSTEM FOR THE ROADS IN THE SUBDIVISION. THE SWALES ARE LOCATED IN THE CITY OF MIDDLETON ROAD RIGHT-OF-WAY AND ARE OWNED BY THE CITY OF MIDDLETON. SWALES ARE NOT TO BE FILLED, MODIFIED OR ALTERED IN ANY WAY, INCLUDING LANDSCAPING OR DRIVEWAY ACCESS, WITHOUT A SPECIFIC PERMIT FROM THE CITY.



CERTIFICATE OF SURVEYOR

I, KELLY KEHRER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS VALHALLA COUNTRY ESTATES No. 3, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.



01/27/21
DEVELOPER
KCRJ, LLC
MIDDLETON, IDAHO

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

BOOK _____, PAGE _____

JOB NO. 19-017 SHEET 2 OF 3

PLAT OF
VALHALLA COUNTRY ESTATES No. 3

APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.


CANYON COUNTY SURVEYOR *PLS 9366*

12/23/2020
DATE

APPROVAL OF CITY OF MIDDLETON ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY OF MIDDLETON ENGINEER

DATE

APPROVAL OF CITY OF MIDDLETON

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE CITY OF MIDDLETON, IDAHO ON THE

DAY OF _____, 2020.

MAYOR

CERTIFICATE OF APPROVAL - SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF MIDDLETON AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.


OFFICER
SOUTHWEST DISTRICT HEALTH DEPARTMENT

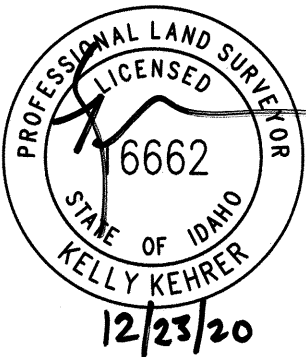
12.23.2020
DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, IDAHO, PER THE REQUIREMENTS OF IDAHO STATE CODE, TITLE 50, CHAPTER 13, SECTION 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER

DATE



DEVELOPER
KCRJ, LLC
MIDDLETON, IDAHO

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

Lurré Construction Inc.

INVOICE #1 - *WW Treatment plant*

Scope

Remove & Relocate Existing Water Reuse Road, Construct
30" Sewer Trunk Line Road Widening, Spread Stockpiled
Topsoil On a Time & Materials Basis as Directed

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To: **City of Middleton** Phone: 208-585-3133
Project: **Wastewater Treatment Work as Directed** Date: 1/19/2021
Location: **Future Alignment of Cemetery Rd** Addendums: N/A
City/State: **Middleton, Idaho** Plan Date: N/A

ITEM NO:	WORK DESCRIPTION	ACTUAL QTY.	UNIT DESC.	**UNIT PRICE	TOTAL
REM & RELOCATE / CONSTRUCT WATER REUSE ROAD AS DIRECTED					\$ 7,577.50
1	MOBE/ESC			No Additional Req'd	
	Transport equipment	No additional	ea	\$ 350.00	
	SWPPP, NOI, BMP's Cemetery Rd Ext	As Required	BY CoM	N/A	
	Inlet protection, Construction Entrance	As Required	BY CoM	N/A	
2	REMOVE/REUSE EXISTING RD, RELOCATE & SUPPLEMENT WITH ADDITIONAL MATERIAL AND CONSTRUCT RD AS DIRECTED T & M				\$ 7,577.50
	Foreman, Crew Truck & Trailer	3.0	HR	\$ 55.00	\$ 165.00
	Cat D-6 Dozer, w GPS Operated	3.0	HR	\$ 165.00	\$ 495.00
	Komatsu 240 Excavator, Operated	12.0	HR	\$ 145.00	\$ 1,740.00
	Cat 140M Grader, Operated	3.5	HR	\$ 145.00	\$ 507.50
	Cat 730C Haul Truck, Rental, Operated	27.5	HR	\$ 160.00	\$ 4,400.00
	Hamm H161 Roller, Operated	3.0	HR	\$ 90.00	\$ 270.00
WIDEN APPROX 3,500 LF 30" SEWER TRUNKLINE ROAD AS DIRECTED					\$ 32,495.00
1	MOBE/ESC			No Additional Req'd	
	Transport equipment	No Additional	ea		
	SWPPP, NOI, BMP's Cemetery Rd Ext & Water Feature Ex	As Required	By CoM	N/A	
	Inlet protection, construction entrance	As Required	By CoM	N/A	
2	GRUB/GRADE/REP/PLACE/COMPACT PIT RUN AS DIRECTED APPROX 10,000 CY				\$ 32,495.00
	Foreman, Crew Truck & Trailer	8.0	HR	\$ 55.00	\$ 440.00
	Komatsu D-65 Dozer, w GPS Operated	9.5	HR	\$ 165.00	\$ 1,567.50
	Cat D-6 Dozer, w GPS Operated	34.0	HR	\$ 165.00	\$ 5,610.00
	Komatsu 240 Excavator, Operated	38.5	HR	\$ 145.00	\$ 5,582.50
	Cat 140M Grader, Operated	17.0	HR	\$ 145.00	\$ 2,465.00
	Cat 730C Haul Truck, Rental, Operated	97.5	HR	\$ 160.00	\$ 15,600.00
	Hamm H161 Roller, Operated	8.0	HR	\$ 90.00	\$ 720.00
	Water Tk, Operated	6.0	HR	\$ 85.00	\$ 510.00
SPREAD TOPSOIL STOCKPILE					\$ 10,315.00
1	MOBE/ESC			No Additional Req'd	
	Transport equipment	No Additional	ea		
	SWPPP, NOI, BMP's Cemetery Rd Ext & Water Feature Ex	As Required	By CoM	N/A	
	Inlet protection, construction entrance	As Required	By CoM	N/A	
2	SPREAD/GRADE/SLOPE/GRADE TOPSOIL STOCKPILE AS DIRECTED				\$ 10,315.00
	Foreman, Crew Truck & Trailer	9.0	HR	\$ 55.00	\$ 495.00
	Komatsu D-65 Dozer, w GPS Operated	24.5	HR	\$ 165.00	\$ 4,042.50
	Cat D-6 Dozer, w GPS Operated	17.0	HR	\$ 165.00	\$ 2,805.00
	Komatsu 240 Excavator, Operated	20.5	HR	\$ 145.00	\$ 2,972.50

** Standard T & M Rates have been adjusted as is part of a larger project

TOTAL DUE THIS INVOICE \$ 50,387.50

Thank you for allowing us to be part of your project!

61-435-530

Lurré Construction Inc.

INVOICE #1 - Parks

Scope

Initial Excavation of City River Park Pond, Construct Park Road from Mill Slough at Sawtooth Lakes Rd to Park Pond as Directed

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To:	City of Middleton	Phone: 208-585-3133
Project:	City River Park Pond Work As Directed	Date: 1/19/2021
Location:	Future Alignment of Cemetery Rd	Addendums: N/A
City/State:	Middleton, Idaho	Plan Date: N/A

ITEM NO:	WORK DESCRIPTION	ACTUAL QTY.	UNIT DESC.	UNIT PRICE	TOTAL
1	<u>MOBE/ESC</u>				\$ 1,750.00
	*Transport equipment, Grader, 2 Haul tks, Dozer, Excavator	5	ea	\$ 350.00	
	SWPPP, NOI, BMP's Water Amenity Ex	As Required	By CoM	N/A	
	Sub-Base Placement Park Rd, Pond Ex	As Required	By CoM	N/A	
	Inlet protection, construction entrance	As Required	By CoM	N/A	
2	<u>INITIAL EXCAVATION, WATER AMENITY</u>	2.5	ac		\$ 22,200.00
	Remove Over Burden, approx 2.5 ac area less than 2' deep	10,000	cy	\$ 1.00	
	Excavation of Pond, <i>no dewatering</i> , approx 2.5 ac area @ 3'	12,200	cy	\$ 1.00	
	Use Over Burden to Construct Safety Berm Around Pond	In Above			
	Onsite Transport of Over Burden	None included			
	Dewatering for Excavation of Pond	None included			
3	<u>CONSTRUCT PARK ROAD SUB-BASE MATERIAL</u>				\$ 25,300.00
	Clear & Grub Park Rd, Material left onsite, east side of road	1	ls	\$ 5,000.00	
	Construct Park Rd to Mill Slough Crossing 12"- 60" pit run	1700lf/3000cy	ls	\$ 15,400.00	
	Install 18" X 40' ADS Culverts	2	ls	\$ 3,200.00	
	Maintain Park Rd while being used by Lurre, for the above work	1	ls	\$ 1,700.00	

TOTAL DUE THIS INVOICE \$ 49,250.00

Thank you for allowing us to be part of your project!

2-58-530

Lurré Construction Inc.

INVOICE #1 *Transportation*

RCE-2462

ID PWC-C-11688-U-1-2

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To:	City of Middleton	Phone: 208-585-3133
Project:	Cemetery Rd Ext Phase 2	Date: 1/19/2021
Location:	Future Alignment of Cemetery Rd	Addendums: N/A
City/State:	Middleton, Idaho	Plan Date: N/A

ITEM NO:	WORK DESCRIPTION	EST./APPOX QTY.	UNIT DESC.	UNIT PRICE	TOTAL
EXCAVATION ONLY OF PHASE 2 CEMETARY RD EXTENSION					\$ 35,350.00
1	MOBE/ESC				\$ 700.00
	*Transport equipment, Scraper, Dozer	2	ea	\$ 350.00	
	SWPPP, NOI, BMP's Cemetery Rd Ext	As Required		N/A	
	Inlet protection, Construction Entrance	As Required	BY CoM	N/A	
2	SUBGRADE EXCAVATION WITH SCRAPER				\$ 26,350.00
	Removal of 18" Depth from Existing, 25% avg swell	6,250	cy	\$ 3.40	
	Additional SG Cut Below 18" Min Removal for req'd Sect	1,500	cy	\$ 3.40	
2Alt-Add	SUBGRADE EXCAVATION WITH EXCAVATOR & HAUL TKS				\$ 8,300.00
	Removal of 18" Depth from Existing, 25% avg swell	6,250	cy	\$ 0.80	
	Additional SG Cut Below 18" Min Removal for req'd Sect	1,500	cy	\$ 0.80	
	*Additional Transport equipment, 3 haul tks, excavator,	6	ea	\$ 350.00	
PLACE SUB-BASE MATERIAL TO BOTTOM OF BASE MATERIAL					\$ 53,820.00
1	MOBE/ESC				\$ 1,750.00
	*Transport equipment, Grader, 3 Haul tks, Dozer	5	ea	\$ 350.00	
	SWPPP, NOI, BMP's Cemetery Rd Ext Excavation	As Required	By CoM	N/A	
	Sub-Base Placement, Mill Slough Xing	As Required	By CoM	N/A	
	Inlet protection, construction entrance	As Required	By CoM	N/A	
2	TEMP EXTENTION of MILL SLOUGH CROSSING				\$ 4,640.00
	Install 48" Culvert in Flowing Slough	16	If	\$ 290.00	
	Backfill Culvert with Onsite City Supplied Native Material	as req'd	cy		
3	REMOVE TEMP EXTENTION MILL SLOUGH CROSSING-IF REQ'D				\$ 2,350.00
	Remove 48" Culvert and Fill Material in Flowing Slough	16	If	\$ 145.00	
4	PLACE ROAD SUB-BASE MATERIAL				\$ 45,080.00
	Pit Run Hauled, Placed & Compacted, Pit Run Supplied by City	8,000	cy	\$ 4.90	
	Additional Fill due to 18" Min Removal for req'd Section	1,200	cy	\$ 4.90	
TOTAL DUE THIS INVOICE					\$ 89,170.00

Thank you for allowing us to be part of your project!

02-431-530

Lurré Construction Inc.

INVOICE # CO 1-1

CHANGE ORDER #1 - *Transportation*

MTI RECOMMENDED REMOVAL OF ALL TOP SOIL TO
EXPOSE NATIVE UNDERLYING SANDY SOILS

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To: **City of Middleton** Phone: 208-585-3133
Project: **Cemetery Rd Ext Phase 2** Date: 1/19/2021
Location: **Future Alignment of Cemetery Rd** Addendums: N/A
City/State: **Middleton, Idaho** Plan Date: N/A

ITEM NO:	WORK DESCRIPTION	ACTUAL QTY.	UNIT DESC.	UNIT PRICE	TOTAL
ADDITIONAL EXCAVATION OF TOP SOIL TO SANDY SOIL					\$ 24,418.00
1	MOBE/ESC				
	*Transport equipment, Scraper, Dozer	No additional	ea		
	SWPPP, NOI, BMP's Cemetery Rd Ext	As Required	BY CoM	N/A	
	Inlet protection, Construction Entrance	As Required	BY CoM	N/A	
2	SUBGRADE EXCAVATION WITH SCRAPER				\$ 19,767.00
	Removal of 18" Depth from Existing, 25% avg swell	No additional	cy		
CO #1	Additional Cut Below design SG to acceptable soil as directed	5,814	cy	\$ 3.40	
2 Alt-Add	SUBGRADE EXCAVATION WITH EXCAVATOR & HAUL TKS				\$ 4,651.00
	Removal of 18" Depth from Existing, 25% avg swell	No additional	cy		
CO #1	Additional Cut Below design SG to acceptable soil as directed	5,814	cy	\$ 0.80	
	*Additional Transport equipment, 2 haul tks, excavator,	No additional	ea		
PLACE ADDITIONAL SUB-BASE MATERIAL TO OFFSET ADDITIONAL EXCAVATION ABOVE					\$ 28,488.00
1	MOBE/ESC			No Additional Req'd	
CO #1	*Transport equipment, Grader, 2 additional Haul tks, Dozer				
	SWPPP, NOI, BMP's Cemetery Rd Ext & Water Feature Ex	As Required	By CoM	N/A	
	Sub-Base Placement, Haul Rd, Pond Ex, Mill Slough Xing	As Required	By CoM	N/A	
	Inlet protection, construction entrance	As Required	By CoM	N/A	
2	TEMP EXTENTION of MILL SLOUGH CROSSING			No Additional Req'd	
	Install 48" Culvert in Flowing Slough	No additional	If		
	Backfill Culvert with Onsite City Supplied Native Material	No additional	cy		
If Req'd -Add	Retain Backfill with WCO Blocks, If required,	No additional	ea		
3	REMOVE TEMP EXTENTION MILL SLOUGH CROSSING-IF REQ'D			No Additional Req'd	
	Remove 48" Culvert and Fill Material in Flowing Slough	No Additional	If		
4	ADDITIONAL EXCAVATION, WATER AMENITY	0.9	ac	\$ 9,814.00	No Charge
CO #1	Remove Over Burden, approx .45 ac area less than 2' deep	4,000	cy	\$ 1.00	
CO #1	Added Ex of Pond, no dewatering, approx .45 ac area @ 3'	5,814	cy	\$ 1.00	
	Use Over Burden to Construct Safety Berm Around Pond	In Above			
	Onsite Transport of Over Burden	None included			
	Dewatering for Excavation of Pond	None included			
5	PLACE ROAD SUB-BASE MATERIAL				\$ 28,488.00
	Pit Run Hauled, Placed & Compacted, Pit Run Supplied by City	No Additional	cy		
CO #1	Add Fill required due to additional cut below design SG above	5,814	cy	\$ 4.90	
	Clear & Grub Haul Rd, Material left onsite, east side of road	No Additional	ls		
	Construct Haul Rd to Mill Slough Crossing 12"- 60" pit run	No Additional	ls		
	Install 18" X 40' ADS Culverts	No Additional	ls		
	Maintain Haul Rd while being used by Lurre, for the above work		ls	No Charge	

TOTAL DUE THIS INVOICE \$ 52,906.00

Thank you for allowing us to be part of your project!

02-431-530

Cemetery 2 OVER 2 X

	STATION	OVER X	FABRIC
11/24	41+00 - 43+00 (200)	12" 444	60x25 1500
	43+50 - 45+00 (150)	13" 500	50x22 1000
	25x25	24" 46	25x25 625
11/25	39+50 - 41+00 (150)	18" 600	150x60 9000
11/30	37+00 - 39+50	24" 555	
	South (250x30)		
	41+50 - 43+50	6" 111	
	North (200x30)		
12/1	33+00 - 33+25 (25)	12" 55	200x60 2000
	34+50 - 37+00 (250)	12" 555	
12/2	(West - 30' W) 37+00 - 41+50 (450)	10" 415	100x60 6000
	(East - 30' W) 34+00 - 37+00 (300)	12" 111	215x60 16500
12/3	34+50 - 36+00 (150)	13" 500	150x60 9000
12/4	(West - 30' W) 31+25 - 31+75 (50)	12" 65	50x30 1500
	(East - 30' W) 33+00 - 34+50 (150)	12" 166	150x30 4500
12/7	30+50 - 32+25 (175)	12" 388	50x60 3000
	32+25 - 33+00 (75)	13" 250	35x60 2100

12" =

$$4651 \times 1.25 = 5813.75 \text{ yds}$$

$$66,725 \text{ sq ft FABRIC}$$

Invoice**T·O ENGINEERS**

City of Middleton
P O Box 487
Middleton, ID 83644

January 12, 2021

Invoice No: 200555 - 1

Project 200555 Middleton 2020 WWTP Upgrade

Professional Services from December 1, 2020 to December 31, 2020**Fees**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Kick off Meeting (LS)	5,105.00	100.00	5,105.00	0.00	5,105.00
Progress Meeting (T&M)	17,374.00	9.7272	1,690.00	0.00	1,690.00
Budget and Tracking (T&M)	2,620.00	9.7328	255.00	0.00	255.00
PER (LS)	68,825.00	20.00	13,765.00	0.00	13,765.00
Influent Screen Feasibility (LS)	12,050.00	0.00	0.00	0.00	0.00
Agency Permitting (LS)	14,850.00	0.00	0.00	0.00	0.00
Utility Research (LS)	6,774.00	0.00	0.00	0.00	0.00
Topo Survey (LS)	16,230.00	0.00	0.00	0.00	0.00
Geotechnical (LS)	13,900.00	0.00	0.00	0.00	0.00
Influent Wet Well Repair (LS)	3,230.00	50.00	1,615.00	0.00	1,615.00
Processing Engineering (LS)	14,600.00	50.00	7,300.00	0.00	7,300.00
SBR Overflow Recognition (LS)	27,210.00	24.4855	6,662.50	0.00	6,662.50
Total Fee	202,768.00		36,392.50	0.00	36,392.50
Total Fee					36,392.50
Total this Invoice					\$36,392.50

Please remit payment to: T-O Engineers, 2471 S. Titanium Place, Meridian, ID 83642

Approved:

Kasey Ketterling

Date:

1/12/2021