



**TETON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
SPECIAL MTG AGENDA**

**Monday, April 7, 2025**

**9:00 a.m.**

**First Floor Commissioners' Meeting Room  
150 Courthouse Dr, Driggs, ID 83422**

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	<b>Pages</b>
<b>1. MEETING CALL TO ORDER</b>	
<b>2. SPECIAL TOPICS</b>	
2.1 Action Item – SH33 Pathway Contract Documents & Funding (originally on 03.24.25 agenda)	2 - 65
2.2 Discussion Item – Grand Targhee Environmental Impact Statement Draft	66 - 68
2.3 9:45 am Elected Officials and Department Heads	
<b>3. ADJOURNMENT</b>	



## AGENDA ACTION ITEM

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DATE: 2025-03-24  
TO: Board of County Commissioners  
FROM: Darryl Johnson, Public Works Director  
ITEM TITLE: **Action Item – SH33 Pathway Contract Documents & Funding**

### **Summary:**

*SH33 Pathway Document Amendment and Funding Approval.*

See attached Project Summary Memorandum

Teton County was awarded funding through the 2021 Transportation Alternatives Program for continuing the pathway north of Driggs within the ITD right-of-way. County portion includes work to extend the pathway approximately 1200 linear feet. The pathway will be extended beyond the Ee-Dah-How Acres Subdivision with future plans to continue the pathway north across Nature Conservancy property.

It was recently discovered that, logistically, Teton County should be the project administrator. As project administrator, Teton County will work closely with the contractor and construction engineer and inspector (consultant). The attached memorandum summarizes document changes necessary if Teton County is identified as project administrator.

### **Fiscal Impact:**

*Total estimated construction cost is \$743,434.37*

*Estimated County portion of total cost is \$323,113.50*

*Estimated City portion of total cost is \$420,320.87*

*Total remaining County “match” at 7.34% is \$23,716.53 (remaining \$719,717.84 will be paid through TAP grant or reimbursement from City of Driggs.*

*This is a reimbursement grant. As the project administrator, Teton County pays claims submitted for work completed and then submits reimbursement claims to LHTAC and City of Driggs.*

### **Attachments:**

*Pathway Summary Memorandum*

*TAP Grant Application*

*State Local Agreement*

*Driggs Memorandum of Agreement*

*Driggs Draft Amended MOA*

*HK Construction Contract*

*Atlas CE&I Contract*

### **SUGGESTED MOTION:**

Approve the following:

1. Amended Memorandum of Agreement between the City of Driggs and Teton County identifying Teton County as Project Administrator
2. Construction contract with HK Contractors with a not to exceed amount of \$660,057.37. County local 7.34% match to be paid from Circulation Impact Fees .
3. Approve Local Professional Services Agreement with Atlas Technical Consultants LLC for Construction Engineering and Inspection service with a not to exceed amount of \$83,377. County local 7.34% match to be paid from Circulation Impact Fees



WK: 208-776-8222  
djohnson@tetoncountyidaho.gov

**Public Works Department**  
**MEMORANDUM**

150 Courthouse Drive  
Driggs, ID 83422

DATE March 12, 2025

TO: Board of County Commissioners  
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS  
SUBJECT: SH33 Pathway Administration, CE&I Contract to Teton County

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The purpose of this memorandum is to provide a history of the County’s commitment to the SH33 Pathway project, associated costs and explanation for the need to shift administration responsibilities onto the County.

**PROJECT HISTORY**

Public Works and Teton Valley Trails & Pathways presented the attached 2021 Transportation Alternatives Program (TVAP) Grant Application Proposal for a separated pathway extension within SH33 right-of-way. The pathway will extend north of Silver Star Communications (edge of City limits) approximately 1200 feet. TVTAP prepared the grant application on behalf of Teton County and submitted in January 2021. Funding was awarded and the attached State/Local Agreement (SLA) with the Idaho Transportation Department (ITD) was executed in January of 2023. The SLA committed funding for design and construction of the pathway extension. The grant has a 7.34% local match. **This means Teton County is paying seven cents on the dollar for design and construction of this pathway project.** Total estimated costs for design and construction was \$535,000. The County’s original estimated match was \$39,269. To date the County’s match is slightly less than what was initially estimated.

The City of Driggs also applied for 2021 TAP funding and was awarded a similar project extending the pathway to City limits. Cost savings was realized by City, County and LHTAC through combining projects for both design and construction. Harmony Design was selected for design services. Construction services were solicited through a formal bidding process by the City of Driggs. Bids were opened on February 10, 2025. The low bid of \$660,057.37 was received from HK Contractors. County portion of the bid is \$281,425.

Estimated County cost for design, construction, construction engineering and inspection is \$371,520. Funding through the TAP grant pays for 92.76%. The County’s 7.34% local match agreed to in the SLA totals \$30,977.

**PROJECT ADMINISTRATION**

Initially the City of Driggs agreed to administer construction of both City and County portions of the project. Attached is the executed MOA between City and County for project administration. Recently it was realized by LHTAC and ITD that project administration can only be done by the local sponsor. Teton County is the local sponsor named in the SLA. Therefore, the MOA between City and County will need to be amended. See attached proposed amended MOA.

With Teton County now administering the project, the following actions are required:

1. An amended MOA between City of Driggs and Teton County will need to be approved by both parties (draft attached).



2. Teton County will need to execute a construction contract with HK Contractors (draft attached)
3. Teton County will need to approve a Construction Engineering and Inspection (CE&I) contract with Atlas (attached)

**FUNDING**

The SH33 Pathway Project is being funded through Circulation Impact Fees. Circulation Impact Fees may be used for roadway & pathway projects.

# Grant Application Proposal

Please complete and return this form to the Commissioner's office.

Department or Board applying for Grant: Engineering and Public Works  
 Contact Person: Darryl Johnson Intended Project Manager: Darryl Johnson  
 Grant Title: 2021 Transportation Alternatives Program  
 Granting Agency: Local Highway Technical Assistance Council (LHTAC)  
 Date of Award Decision: Unknown  
 Grant Timeline: Funding available 2024/25. Application due January 20, 2022.  
 Dollar Amount of Grant Request: \$500,000

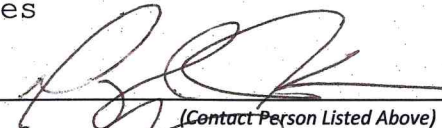
Teton County obligations if grant is awarded (*match, continuing maintenance, reporting schedule*):  
There is a 7.34% local match requirement attached to this program.  
County obligation would be \$36,700


Other contingencies of grant: None.

Other agencies involved in the grant and their obligations: Teton County will work closely with Teton Valley Trails & Pathways submitting the grant application and executing the contract

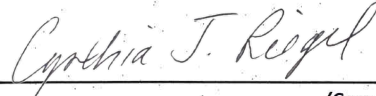
Brief written overview of grant: Grant will fund the separated pathway extension within the SH33 right-of-way from Silver Star Communications to 2500N, approximately 0.85 miles.

Benefit of grant to citizens Teton County: Expand multi-modal transportation opportunities, providing connectivity to neighborhoods, schools and businesses

Signed:  Date: 12-6-21  
(Contact Person Listed Above)

Signed:  Date: 12-6-21  
(Responsible Elected Official or Department Head)

Board of Commissioners Decision:  Approved (Applicant may prepare a grant application on behalf of Teton County. The completed application must be submitted to the Board for review and signature.)  
 Denied

Signed:  Date: 1/20/2022  
(Commissioner)

**STATE/LOCAL AGREEMENT  
(DESIGN AND CONSTRUCTION)  
PROJECT NO. A023(894)  
HWY 33 MULTI-MODAL PATHWAY  
TETON COUNTY  
KEY NO. 23894**

**PARTIES**

THIS AGREEMENT is made and entered into this 30 day of January, 2023, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the TETON COUNTY, acting by and through its BOARD OF COMMISSIONERS, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application, a copy of which is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

**NOTE:** The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

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

The Parties agree as follows:

**SECTION I. GENERAL**

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.



2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. The maximum Federal-aid for this project is \$495,731.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) – \$60,000  
PE-\$10,000 PC-\$50,000
  - b. Construction – \$475,000  
CE-\$75,000 CN-\$400,000
  - c. Total Estimated Project Costs - \$535,000
6. The Sponsor’s match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$39,269).
7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department’s Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site:  
<http://itd.idaho.gov/manuals/ManualsOnline.html>.

**SECTION II.** That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of \$535,000, and assume responsibility for all costs of the project over and above the federal-aid limit noted in Section I, Paragraph 4 above.
2. Pay to the State the sum of **FOUR THOUSAND DOLLARS (\$4,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor’s match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is DARRYL JOHNSON, Phone No. 208-354-0245.
4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer. The individuals who will be performing inspection or certifying the sampling and testing results of any materials must be qualified in the appropriate inspector/sampler/tester area as identified in Memo 17B in the Transportation Alternatives Program Manual.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.



12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.
14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.





Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.



**EXECUTION**

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Board of Commissioners, attested to by the County Clerk, with the imprinted Corporate Seal of Teton County.

**IDAHO TRANSPORTATION DEPARTMENT**

Blake Rindlisbacher, P.E. Digitally signed by Blake Rindlisbacher, P.E. Date: 2023.01.27 16:58:06 -07'00'  
Division Administrator

**ATTEST:**

**TETON COUNTY**

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
Chairman, Board of Commissioners

  
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

(SEAL)

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

rr:23894 SLA TAP

**MEMORANDUM OF AGREEMENT**  
**TRANSPORTATION ALTERNATIVES PROGRAM**  
**FY25 HWY 33 PATHWAY CONSTRUCTION (ITD KEY NO. 23894)**

WITNESSETH:

City of Driggs, Idaho (the "City of Driggs") and Teton County, Idaho ("Teton County") hereby enter into this MEMORANDUM OF AGREEMENT ("MOA") to be effective as of the 6 day of August, 2024 (the "Effective Date).

WHEREAS, Teton County has entered into a State-Local Agreement with the Idaho Transportation Department to receive reimbursement of up to \$495,731.00 ("County Award Amount") in federal Transportation Alternatives Program (TAP) funding, including an estimated \$440,135.00 for construction of ITD Project No. A023(894) Hwy 33 Multi-Modal Pathway ("County Project"); and

WHEREAS, City of Driggs has received an award of \$497,306.00 in federal TAP funding, including an estimated \$440,135.00 for construction of the Driggs SH33 Pathway Extension project ("City Project"), which will physically connect to the County Project; and

WHEREAS, the Local Highway Technical Advisory Council (LHTAC), which administers TAP funding, has approved construction drawings for the County Project and City Project and recommends that the two projects be combined for bidding and construction efficiencies, with a single party designated to administer both projects, including administration of bidding, contracting, payments, reporting and reimbursement; and

WHEREAS, City of Driggs and Teton County ("the Parties") find it to be in the best interest of the community to cooperate for the purposes of implementing their respective TAP projects together as a "Joint Project", as authorized under Idaho Code § 67-2328(t)-(d); and

WHEREAS, City of Driggs is willing and able to perform all required project administration duties for the Parties pursuant to Idaho Code § 67-2328(d)(1);

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties hereto agree as follows:

## **I. RESPONSIBILITIES OF THE PARTIES**

### ***A. General Grant Administration and Compliance with Funding Rules.***

City of Driggs will provide general administration of the Joint Project in compliance with all requirements and procedures outlined in the Transportation Alternatives Program Manual published by the Idaho Transportation Department.

### ***B. Bidding.***

City of Driggs will advertise the Joint Project for construction bids between January 1 and March 1, 2025, utilizing a bid schedule approved by LHTAC City of Driggs Public Works Director, and Teton County Public Works Director. Said bid schedule will contain a clear separation of all bid items under City Construction Cost and County Construction Cost as well as the combined cost total.

### ***C. Construction Contract.***

Upon acceptance of the lowest qualified bid, which shall be the bid that offers the lowest sum of City Construction Cost plus County Construction Cost, and authorization of the separate resulting construction contract expenses by City of Driggs City Council and Teton County Board of County Commissioners, City of Driggs will issue a Notice of Award to the firm having submitted the lowest qualified bid, and will execute a construction contract for the Joint Project.

### ***D. Construction Engineering & Inspection Contract.***

City of Driggs Public Works Director and Teton County Public Works Directors will coordinate with LHTAC on the selection of a contractor to perform construction engineering and inspection (CEI) services on the Joint Project. Upon written approval of the CEI services contract by LHTAC, City of Driggs City Council and Teton County Board of County Commissioners, the City of Driggs will execute the CEI contract.

The CEI contract expense will be shared by City of Driggs and Teton County in the same ratio as in the accepted construction bid schedule. The CEI contract expenses will be eligible for TAP funding reimbursement at 92.66%, up to the total federal award amount.

### ***E. Contractor Payments and Invoicing for County Share.***

City of Driggs shall submit each construction or CEI Services payment application, showing the amount due for the County Project ("County Share"), to the Teton County Public Works Director for review.

Upon receiving approval signatures from both the City of Driggs Public Works Director and Teton County Public Works Director for a payment application, City of Driggs will process the application for payment and pay 100% of the approved amount due.

City of Driggs will invoice Teton County for 7.34% of the County Share of each approved pay application, which Teton County agrees to pay.



City of Driggs will track TAP funding balances by City Project and County Project and if any such balance reaches \$0 for either Party, then said Party will be responsible for paying 100% of their share of the Joint Project costs and have no further obligation to pay more for the Joint Project. The Parties will then determine how and what extent to continue with the Joint Project.

***F. Change Orders.***

City of Driggs and Teton County shall each have complete and individual control over approval of any construction contract change orders within their respective project boundaries, which will be defined on the construction drawings. All change orders must be approved in writing. If a change order is approved by either the City of Driggs or Teton County, the City of Driggs will execute the construction contract change order. If a proposed change affects both City Project and County Project, a change order will be executed only upon approval by both the City of Driggs and Teton County, with the changes to the City Construction Cost and County Construction Cost being clearly separated based on the project boundaries.

***G. Project Acceptance.***

The City of Driggs Public Works Director and Teton County Public Works Director shall each be responsible for acceptance of their respective portions of the Joint Project, which includes communication with the CEI services contractor in preparation for the certificate of substantial completion, identification of punch list items to be completed for final acceptance, and ultimately provision of a final letter of acceptance once punch list items are resolved.

***H. Reimbursement, Reporting and Closeout.***

The City of Driggs will submit one or more reimbursement requests to LHTAC requesting reimbursement of 92.66% of payments made on the construction and CEI services contracts, up to the maximum amount of awarded federal funding. City of Driggs will retain 100% of reimbursement payments. City of Driggs will conduct regular assessments with the selected contractor about what materials have been purchased in furtherance of the joint project, how and where those materials are stored, and their intended purpose. City of Driggs shall report findings or concerns to Teton County.

Upon completion of the Joint Project, the City of Driggs will prepare and submit the required project reporting to close out the Joint Project with respect to the TAP funding, ensuring all requirements have been met. City of Driggs will maintain all records for the Joint Project for at least three years from the date of final acceptance.

City of Driggs and Teton County will be responsible for maintaining their respective project improvements to the satisfaction of the State, as noted in the executed State-Local Agreement.

**II. TERM**

The term of this MOA shall be from the Effective Date hereof through September 30, 2025, and may be extended by up to 90 days by the written agreement of both City of Driggs and Teton County.

**III. MODIFICATION OF THIS AGREEMENT**

This Agreement may be modified only by written amendment signed by both Parties, acting in their separate capacities.

**IV. NOTICES**

Any formal notice, demand or request provided for in this MOA shall be in writing and shall be deemed properly given if deposited in the United States Mail, postage prepaid to:

City of Driggs  
c/o City Clerk  
PO Box 48  
Driggs, ID 83422

Board of County Commissioners  
150 Courthouse Drive  
Driggs, ID 83422

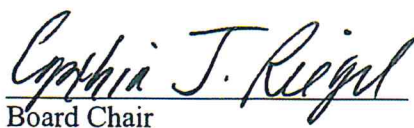
**V. TERMINATION**

Either party May terminate this Agreement upon 30 days of written notice to the other Party. Upon such termination, either party may elect to continue with the project within their own project boundaries, as established in this agreement. City of Driggs agrees to fully cooperate with any post-termination request from Teton County for information pertaining to the joint project and managed by City of Driggs as administrator of the joint project.

In the event of a material breach of this Agreement, the non-breaching Party shall send written notice to the breaching party of the violation. The breaching party shall have fourteen (14) calendar days from the date the notice was sent to remedy the breach. In the event the breaching Party does not remedy the breach in the given time, this Agreement shall immediately terminate. If an action is brought in a court of competent jurisdiction to enforce any provision of this Agreement or to recover damages from breach, the prevailing party will be entitled to its reasonable attorney's fees.

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


**BOARD OF COUNTY COMMISSIONERS, TETON COUNTY IDAHO**

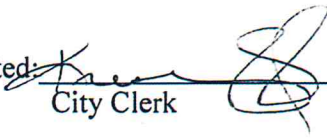
  
Board Chair

Attested: 7/31/24

By 

**THE CITY OF DRIGGS, IDAHO**

  
\_\_\_\_\_  
Mayor Council President

Attested:   
\_\_\_\_\_  
City Clerk

**AMENDMENT TO MEMORANDUM OF AGREEMENT**  
**TRANSPORTATION ALTERNATIVES PROGRAM**  
**FY25 HWY 33 PATHWAY CONSTRUCTION (ITD KEY NO. 23894)**

WITNESSETH:

City of Driggs, Idaho (the “City of Driggs”) and Teton County, Idaho (“Teton County”) hereby execute this AMENDMENT TO MEMORANDUM OF AGREEMENT (“Amendment”) to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”).

WHEREAS, the City of Driggs and Teton County (the “Parties”) previously entered into that certain MEMORANDUM OF AGREEMENT TRANSPORTATION ALTERNATIVES PROGRAM FY25 HWY 33 PATHWAY CONSTRUCTION (ITD KEY NO. 23894) (“MOA”); and

WHEREAS, after the execution of the MOA, the Parties have learned that, for a variety of reasons, it is desirable that Teton County administer the MOA rather than the City; and

WHEREAS, the Local Highway Technical Advisory Council (LHTAC), which administers TAP funding, has approved construction drawings for the County Project and City Project and recommends that the two projects be combined for bidding and construction efficiencies, with Teton County designated to administer both projects, including administration of bidding, contracting, payments, reporting and reimbursement; and

WHEREAS, the Parties each find it to be in the best interest of the community to cooperate for the purposes of implementing their respective TAP projects (as described in the MOA) together as a “Joint Project”, as authorized under Idaho Code § 67-2328(b)-(d); and

WHEREAS, Teton County is willing and able to perform all remaining required project administration duties for the Parties pursuant to Idaho Code § 67-2328(d)(1); and

WHEREAS, the Parties desire to amend the MOA, pursuant to Section III of the MOA, in accordance with this Amendment and specifically to have Teton County administer the MOA rather than the City;

NOW THEREFORE, in consideration of the mutual benefits to be derived thereby, the Parties agree as follows:

- 1. Definitions.** Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the MOA.
- 2. Amendments.** As of the Effective Date, the MOA is hereby amended as follows:

**2.1. Subsection I.A. of the MOA.** Subsection I.A. of the MOA is hereby amended and restated in full to read as follows:

A. General Grant Administration and Compliance with Funding Rules.

Teton County will provide general administration of the Joint Project in compliance with all requirements and procedures outlined in the Transportation Alternatives Program Manual published by the Idaho Transportation Department.

**2.2. Subsection I.C. of the MOA.** Subsection I.C. of the MOA is hereby amended and restated in full to read as follows:

C. Construction Contract.

Upon acceptance of the lowest qualified bid, which shall be the bid that offers the lowest sum of City Construction Cost plus County Construction Cost, and authorization of the separate resulting construction contract expenses by City of Driggs City Council and Teton County Board of County Commissioners, Teton County will issue a Notice of Award to the firm having submitted the lowest qualified bid, and will execute a construction contract for the Joint Project.

**2.3. Subsection I.D. of the MOA.** Subsection I.D. of the MOA is hereby amended and restated in full to read as follows:

D. Construction Engineering & Inspection Contract.

City of Driggs Public Works Director and Teton County Public Works Directors will coordinate with LHTAC on the selection of a contractor to perform construction engineering and inspection (CEI) services on the Joint Project. Upon written approval of the CEI services contract by LHTAC, City of Driggs City Council, and Teton County Board of County Commissioners, Teton County will execute the CEI contract.

The CEI contract expense will be shared by City of Driggs and Teton County in the same ratio as in the accepted construction bid schedule. The CEI contract expenses will be eligible for TAP funding reimbursement at 92.66%, up to the total federal award amount.

**2.4. Subsection I.E. of the MOA.** Subsection I.E. of the MOA is hereby amended and restated in full to read as follows:

E. Contractor Payments and Invoicing for City Share.

Teton County shall submit each construction or CEI Services payment application, showing the amount due for the County City Project (“City Share”), to the Teton County Public Works Director for review.



Upon receiving approval signatures from both the City of Driggs Public Works Director and Teton County Public Works Director for a payment application, Teton County will process the application for payment and pay 100% of the approved amount due.

Teton County will invoice the City of Driggs for 7.34% of the City Share of each approved pay application, which the City of Driggs agrees to pay.

Teton County will track TAP funding balances by City Project and County Project and if any such balance reaches \$0 for either Party, then said Party will be responsible for paying 100% of their share of the Joint Project costs and have no further obligation to pay more for the Joint Project. The Parties will then determine how and what extent to continue with the Joint Project.

**2.5. Subsection I.F. of the MOA.** Subsection I.F. of the MOA is hereby amended and restated in full to read as follows:

F. Change Orders.

City of Driggs and Teton County shall each have complete and individual control over approval of any construction contract change orders within their respective project boundaries, which will be defined on the construction drawings. All change orders must be approved in writing. If a change order is approved by either the City of Driggs or Teton County in such Party's project area, Teton County will execute the construction contract change order. If a proposed change affects both City Project and County Project, a change order will be executed only upon approval by both the City of Driggs and Teton County, with the changes to the City Construction Cost and County Construction Cost being clearly separated based on the project boundaries.

**2.6. Subsection I.H. of the MOA.** Subsection I.H. of the MOA is hereby amended and restated in full to read as follows:

H. Reimbursement, Reporting and Closeout.

Teton County] will submit one or more reimbursement requests to LHTAC requesting reimbursement of 92.66% of payments made on the construction and CEI services contracts, up to the maximum amount of awarded federal funding. Teton County will retain 100% of reimbursement payments. Teton County will conduct regular assessments with the selected contractor about what materials have been purchased in furtherance of the joint project, how and where those materials are stored, and their intended purpose. Teton County shall report findings or concerns to the City of Driggs.

Upon completion of the Joint Project, Teton County will prepare and submit the required project reporting to close out the Joint Project with respect to the TAP

funding, ensuring all requirements have been met. Teton County will maintain all records for the Joint Project for at least three years from the date of final acceptance.

City of Driggs and Teton County will be responsible for maintaining their respective project improvements to the satisfaction of the State, as noted in the executed State-Local Agreement.

- 2.7. Section V. of the MOA.** Section V. of the MOA is hereby amended and restated in full to read as follows:

#### V. TERMINATION

Either party may terminate this Agreement upon 30 days of written notice to the other Party. Upon such termination, either party may elect to continue with the project within their own project boundaries, as established in this agreement. Teton County agrees to fully cooperate with any post-termination request from the City of Driggs for information pertaining to the joint project and managed by Teton County as administrator of the joint project.

In the event of a material breach of this Agreement, the non-breaching Party shall send written notice to the breaching party of the violation. The breaching party shall have fourteen (14) calendar days from the date the notice was sent to remedy the breach. In the event the breaching Party does not remedy the breach in the given time, this Agreement shall immediately terminate. If an action is brought in a court of competent jurisdiction to enforce any provision of this Agreement or to recover damages from breach, the prevailing party will be entitled to its reasonable attorney's fees.

- 3. Further Acts.** Teton County and the City of Driggs further agree to taken any further, reasonable action necessary to carry out the purposes of this Amendment and to create and empower Teton County to be the administrator of the project described herein and in the MOA.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**BOARD OF COUNTY COMMISSIONERS, TETON COUNTY IDAHO**

\_\_\_\_\_ Attested: \_\_\_\_\_  
Board Chair

By \_\_\_\_\_

**THE CITY OF DRIGGS, IDAHO**

\_\_\_\_\_  
Mayor

Attested: \_\_\_\_\_  
City Clerk

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

THIS AGREEMENT is by and between Teton County, Idaho (“Owner”) and  
H-K Contractors, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SH-33 Multi-Modal Pathway**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Harmony Design & Engineering.

3.02 The Owner has retained Harmony Design & Engineer (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will commence no earlier than the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be substantially completed within 40 days after the start of construction, which shall be continuous. The Work will be substantially completed on or before September 15, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) Reference the attached Bid Form for further information.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
  - C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### *6.01 Submittal and Processing of Payments*

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

##### *6.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95% of Work completed (with the balance being retainage); and
  - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 19, inclusive).
  - 5. Special Provisions including but not limited to:
    - a. Disadvantaged Business Enterprise Special Provisions
    - b. EEO Special Provisions
    - c. 2024 Buy America Insert
    - d. Project Specific Special Provisions
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets with each sheet bearing the following general title: SH 33 Airport Pathway Extension.
  - 8. Addenda (numbers 1 to 3, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, inclusive).
    - b. Documents submitted by Contractor prior to Notice of Award.
  - 10. Federal Clauses
  - 11. Federal Certifications
  - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

- c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor’s Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



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

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

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

OWNER: Teton County, Idaho

CONTRACTOR: H-K Contractors, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PO Box 51450  
\_\_\_\_\_  
Idaho Falls, ID 83405  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

- A. City of Driggs  
60 S Main St.  
P.O. Box 48  
Driggs, ID 83422

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>January 24, 2025</u>
<u>2</u>	<u>January 28, 2025</u>
<u>3</u>	<u>February 5<sup>th</sup>, 2025</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BIDDING COMPANY: Hk contractors

See following sheets for Basis of Bid Table.

HWY 33 MULTI-MODAL PATHWAY								
Bid No.	ITD Item No.	Spec #	Description	Quantity	Unit	Unit Price / Labor + Materials	Total (Driggs)	Total (Teton County)
001	Z629-05A	629	Mobilization (Teton County)	1	L.S.	23,898. <sup>00</sup>	---	23,898. <sup>00</sup>
002	Z629-05A	629	Mobilization (Driggs)	1	L.S.	23,898. <sup>00</sup>	23,898. <sup>00</sup>	---
003	212-020A 212-060A 212-095A 212-115A	212	Silt Fence, Stabilized Construction Entrance, Inlet Protection, Erosion Control Maintenance (Teton County)	1	L.S.	19,845. <sup>00</sup>	---	19,845. <sup>00</sup>
004	212-020A 212-060A 212-095A 212-115A	212	Silt Fence, Stabilized Construction Entrance, Inlet Protection, Erosion Control Maintenance (Driggs)	1	L.S.	19,845. <sup>00</sup>	19,845. <sup>00</sup>	---
005	626-010A, 626-100A, 626-105A	626	Temporary Traffic Control Signs, Misc Traffic Control Items, Traffic Control Maintenance (Teton County)	1	L.S.	5,965. <sup>00</sup>	---	5,965. <sup>00</sup>
006	626-010A, 626-100A, 626-105A	626	Temporary Traffic Control Signs, Misc Traffic Control Items, Traffic Control Maintenance (Driggs)	1	L.S.	8,155. <sup>00</sup>	8,155. <sup>00</sup>	---
007	675-005A	105	Survey (Teton County)	1	L.S.	9,677. <sup>00</sup>	---	9,677. <sup>00</sup>
008	675-005A	105	Survey (Driggs)	1	L.S.	9,677. <sup>00</sup>	9,677. <sup>00</sup>	---
009	201-005A	201	Clearing and grubbing (Teton County)	0.640	Acre	24,633. <sup>00</sup>	---	15,766. <sup>00</sup>
010	201-005A	201	Clearing and grubbing (Driggs)	1.310	Acre	24,333. <sup>00</sup>	31,878. <sup>00</sup>	---
011	203-003A	203	Removal of Obstructions - Sawcut Paving (Teton County)	275.0	LF	2.30	---	632. <sup>00</sup>
012	203-003A	203	Removal of Obstructions - Sawcut Paving (Driggs)	464.0	LF	2.30	1,067. <sup>00</sup>	---
013	203-015A	203	Removal of Bituminous Surface (Teton County)	586.8	SY	3.75	---	2,155. <sup>00</sup>
014	203-015A	203	Removal of Bituminous Surface (Driggs)	248.6	SY	6.72	1,679. <sup>00</sup>	---
015	205-005A	205	Excavation (Teton County)	262.3	CY	31.20	---	8,328. <sup>00</sup>
016	205-005A	205	Excavation (Driggs)	672.5	CY	23. <sup>00</sup>	15,890. <sup>00</sup>	---
017	213-005A	213	Topsoil (Teton County)	153.4	CY	88. <sup>00</sup>	---	13,039. <sup>00</sup>
018	213-005A	213	Topsoil (Driggs)	303.0	CY	88. <sup>00</sup>	23,759. <sup>00</sup>	---
019	578-005A	578	1.9' x 5' Concrete Box Culvert Extension (Driggs)	1	LS	7,403	7,403	---
020	602-045A	602	24-in Corrugated Metal Pipe Culvert (Teton County)	45.5	LF	153. <sup>00</sup>	---	7,058. <sup>00</sup>
021	602-045A	602	24-in Corrugated Metal Pipe Culvert (Driggs)	48.0	LF	147. <sup>00</sup>	7,056. <sup>00</sup>	---
022	609-025B	609	Minor Structure - 24" Cast-in-Place Headwall with Custom Channel (Teton County)	1	Ea.	16,398	---	16,398
023	609-025C	609	Minor Structure - Dual Pipe 24" Cast-in-Place Headwall with Custom Channel (Teton County)	1	Ea.	16,398	---	16,398
024	608-045B	608	24-in Steel Apron For Metal Pipe Culvert (Driggs)	2	Ea.	1547. <sup>00</sup>	3,094. <sup>00</sup>	---
025	301-010A	301	Granular Subbase (Teton County)	457.0	CY	72. <sup>00</sup>	---	32,976
026	301-010A	301	Granular Subbase (Driggs)	544.0	CY	75. <sup>00</sup>	40,800	---
027	303-052A	303	3/4" Aggregate Type B for Base (Teton County)	264.0	CY	81. <sup>00</sup>	---	21,516. <sup>00</sup>
028	303-052A	303	3/4" Aggregate Type B for Base (Driggs)	343.0	CY	87. <sup>00</sup>	29,841. <sup>00</sup>	---
029	405-420A	405	Superpave® Hot Mix Asphalt Pavement (Teton County)	337.71	Ton	150. <sup>00</sup>	---	50,656. <sup>00</sup>
030	405-420A	405	Superpave® Hot Mix Asphalt Pavement (Driggs)	518.15	Ton	150. <sup>00</sup>	77,722. <sup>00</sup>	---
031	630-005A	630	Painted pavement markings, white, for bike x-ing and symbols (Teton County)	875.50	SF	3. <sup>00</sup>	---	2,626. <sup>00</sup>
032	630-005A	630	Painted pavement markings, white, for bike x-ing and symbols (Driggs)	428.00	SF	3. <sup>00</sup>	1284. <sup>00</sup>	---

HWY 33 MULTI-MODAL PATHWAY								
Bid No.	ITD Item No.	Spec #	Description	Quantity	Unit	Unit Price / Labor + Materials	Total (Driggs)	Total (Teton County)
033	S901-05A	SP-03	ADA Compliant Detectable Warning Surface, Truncated Domes (Teton County)	4	Ea.	2,253. <sup>00</sup>	---	9012. <sup>00</sup>
034	S901-05A	SP-03	ADA Compliant Detectable Warning Surface, Truncated Domes (Driggs)	4	Ea.	2,253. <sup>00</sup>	9012. <sup>00</sup>	---
035	616-010A	616	30"x30" W11-15 Bike and Ped. Warning Type B Sign (Teton County)	3.13	SF	152. <sup>00</sup>	---	475. <sup>76</sup>
036	616-010A	616	30"x30" W11-15 Bike and Ped. Warning Type B Sign (Driggs)	6.25	SF	152. <sup>00</sup>	950. <sup>00</sup>	---
037	616-010A	616	24"x18" W11-15P Trail Crossing Type B Sign (Teton County)	3.00	SF	152. <sup>00</sup>	---	456. <sup>00</sup>
038	616-010A	616	24"x18" W11-15P Trail Crossing Type B Sign (Driggs)	6.00	SF	152. <sup>00</sup>	912. <sup>00</sup>	---
039	616-010A	616	24" x 12" W16-7P Diagonal Arrow Type B Sign (Driggs)	4.00	SF	152. <sup>00</sup>	608. <sup>00</sup>	---
040	617-010A	617	Flexible Barrier (Driggs)	23	Ea.	105. <sup>00</sup>	2,385. <sup>00</sup>	---
041	616-010A	616	R1-1 18" x 18" Type B Stop sign for pathway (Teton County)	3.72	SF	152. <sup>00</sup>	---	565. <sup>36</sup>
042	616-010A	616	R1-1 18" x 18" Type B Stop sign for pathway (Driggs)	7.44	SF	152. <sup>00</sup>	671. <sup>68</sup>	---
043	616-010A	616	R1-2 18" x 18" Type B Yield sign for pathway (Teton County)	2.26	SF	152. <sup>00</sup>	---	343. <sup>72</sup>
044	616-010A	616	R1-2 18" x 18" Type B Yield sign for pathway (Driggs)	9.04	SF	152. <sup>00</sup>	1,374. <sup>08</sup>	---
045	616-040J	616	Breakaway Post Type E-1 (Teton County)	24.0	FT	55. <sup>00</sup>	---	1320. <sup>00</sup>
046	616-040J	616	Breakaway Post Type E-1 (Driggs)	72.0	FT	55. <sup>00</sup>	3,960. <sup>00</sup>	---
047	616-040K	616	Breakaway Post Type E-2 (Teton County)	10.5	FT	55. <sup>00</sup>	---	577. <sup>50</sup>
048	616-040K	616	Breakaway Post Type E-2 (Driggs)	22.0	FT	55. <sup>00</sup>	1,210. <sup>00</sup>	---
049	203-006A, 616-080A, 616-085A	203/616	Sign Removal and Relocation, Including Supports and Hardware (Teton County)	2	Ea.	2,908. <sup>00</sup>	---	5,816. <sup>00</sup>
050	203-006A, 616-080A, 616-085A	203/616	Sign Removal and Relocation, Including Supports and Hardware (Driggs)	3	Ea.	2,908. <sup>00</sup>	6,724. <sup>00</sup>	---
051	621-001A, 621-010A, 621-015A	621	Seed, seeding, mulching (Teton County)	0.380	Acro	9,539	---	3,624. <sup>00</sup>
052	621-001A, 621-010A, 621-015A	621	Seed, seeding, mulching (Driggs)	0.751	Acro	9,539	7,202. <sup>00</sup>	---
053	614-015A	614	Concrete for Sidewalk Extensions (Driggs)	16.0	S.Y.	406. <sup>00</sup>	6,496. <sup>00</sup>	---
054	605-640A	605	Valve Adjustments (Driggs)	3	Ea.	242	726	---
055	S911-05A	SP-01	Root Barrier (Driggs)	200.0	L.F.	415. <sup>00</sup>	83,000	---
056	S501-15A	SP-02	1'-2' Tall Rock Wall (Driggs)	33.0	L.F.	161. <sup>00</sup>	5,324. <sup>00</sup>	---
057	N/A	105	Construction Testing (Teton County)	1	Ea.	10,579	---	10,579
058	N/A	105	Construction Testing (Driggs)	1	Ea.	10,579	10,579	---
TOTAL							322,631. <sup>45</sup>	281,425. <sup>00</sup>

\*City portion of project: STA 0+00 – 27+00

\*\*County portion of project: STA 27+00 - end

CORRECTED: \$379,087.65 | \$281,421.22  
TOTAL: \$660,508.87

- A. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before September 15, 2025, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Security Bond;
  - B. List of Proposed Subcontractors and Suppliers;
  - C. ITD Bidders Registration Form;
  - D. Drug Free Workplace Affidavit;
  - E. Anti-Boycott Against Israel Act Certification
  - F. Federal certifications including Buy America Requirements, Restrictions on Lobbying, and Nonprocurement Suspension and Disbarment Requirements.
  - G. Evidence of authority to do business in Idaho; or a written covenant to obtain such license within the time for acceptance of Bids;
  - H. Contractor's State Public Works License No. or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

## **ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

H-K Contractors, Inc.

By:

*[Signature]*



*[Printed name]*

Craig Mathison

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

Attest:

*[Signature]*



*[Printed name]*

April Maus

Title:

Controller/Secretary

Submittal Date:

02-10-2025

Address for giving notices:

PO Box 51450

Idaho Falls, ID 83405

Telephone Number:

208-523-6600

Fax Number:

208-524-1426

Contact Name and e-mail address:

Maureseo Vasquez

maureseo.vasquez@hkcontractors.com

Bidder's License No.:

10681-U-1-2-3

*(where applicable)*



**Idaho Transportation Department**  
**Local Professional Services Agreement**

Agreement #: 97163

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TETON COUNTY, whose address is 150 Courthouse Drive Driggs, ID 83422, hereinafter called the "Sponsor," and Atlas Technical Consultants LLC, whose address is 2791 S. Victory View Way, , Boise, ID, 83709, 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):

<u>Project Name</u>	<u>Project #</u>	<u>Key #</u>
SH 33, TETON COUNTY HWY 33 MULTI-MODAL PATHWAY	A023(894)	23894

**SUBCONSULTANTS**

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

N/A

**AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Lisa Popoff, Federal-aid Engineer, LHTAC; (208) 344-0565; or an authorized representative.

**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. 1A** 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. ~~1~~  
1A

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

**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.

**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 **3/31/2026**.

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.

**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: **\$83,377.00**
- 2. Additional Services Amount: **\$0.00**
- 3. Total Agreement Amount: **\$83,377.00**

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 **\$8,377.00** to perform the work of this Agreement.

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.

**ATLAS TECHNICAL CONSULTANTS LLC**

Consultant

By: 

Title: Sr. Director

**TETON COUNTY**

Local Sponsor

By: \_\_\_\_\_

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

**IDAHO TRANSPORTATION DEPARTMENT**

By: \_\_\_\_\_

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

**IDAHO CODE CERTIFICATION FORM**

**Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.**

**Anti-Boycott Clauses**

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

**Prohibition on Contracts with Companies Owned or Operated by the Government of China**

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:



Signature

Atlas Technical Consultants LLC

Company Name

## ATTACHMENT NO. 1A

### CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

#### I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a 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 all work tasks, their durations, negotiated milestones and their dates, and all 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 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. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **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.

## II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

## III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this 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, and acceptable fulfillment of this 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 work performed by the State or their representatives.

## IV. 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 this agreement. The specific individuals or subconsultants listed in the 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

## V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State 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.

## **VI. DIRECT COST**

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

## **VII. 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 for which the PSA represents. The State 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. 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 of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in 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 performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then 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.

## **VIII. MONTHLY PROGRESS REPORT**

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

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

## IX. 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 by 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 invoiced cost less the fixed fee for the work satisfactorily completed for each billing 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 State 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 or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. 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 milestones identified.
5. Payments to Subconsultants

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, 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.

## **X. 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 contract, other than a bona fide employee of the firm;

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

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

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 or the State, 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. This includes employees who leave the Consultant's employment.



### **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 State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State 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 State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State 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 State 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 State 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 State and the Consultant after study of the change in scope of the work.

### **4. DELAYS AND EXTENSIONS**

- a. Extensions of time may be granted for the following reasons:
  - i. 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.
  - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
  - i. Underestimating complexity of work.
  - ii. Redoing work rejected by the State.

### **5. TERMINATION**

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. 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 State. Upon receipt by the State of said documents, payment shall be made to the 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 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 arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

## **7. ACCEPTANCE OF WORK**

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State'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.

If the Consultant discovers errors or omissions in its work, 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 State due to negligent acts, errors or omissions by the Consultant in its work 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 this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, 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. INDEMNITY**

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the 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 or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

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 State 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. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

**10. 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 \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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.

**11. LEGAL COMPLIANCE**

The Consultant at all times shall 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. 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.

**12. SUBLETTING**

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. 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.

**13. 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.

**14. PATENTS**

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

**15. NON-DISCRIMINATION 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).

**16. 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.

**17. 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.

## 18. 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.

**19. 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.

## AGREEMENT REVIEW CHECKLIST



Project Key Number 23894

Project Name Teton County Hwy 33 Multi-Modal Pathway

Agreement Administrator Lisa Popoff

Agreement End Date 3/31/26

Authorization #1 Amount \$ 83,377

Consultant PM Company Atlas Technical Consultants LLC

Consultant PM Deven Elison

Consultant email address Deven.Elison@oneatlas.com

Agreement timeline, I need this agreement to go to ITD no later than ASAP

### Included Items in the PDF packet:

- Scope of Work - *with Key Number and Project Name on each page*
- Cost Estimate / Proposal
- Man day (hour) estimate. Sometimes known as the level of effort.
- Certified wage rates (for **all** prime and sub consultants)
- Documentation to support expenses & assumptions:
  - Including maps, to support mileage assumptions
  - Current Overhead Rate Letter
  - Fixed Fee worksheet

### Additional items to include in the submittal:

- If it is a supplemental, include original agreement and all other supplementals
- 2760 or 2112 for each agreement package

### Prior to submittal verify:

- SOW and proposal accurately reflect what was agreed upon during the negotiations
- Labor rates on the proposal match the certified wage rate sheet
- Hours on the proposal match the man hour estimate
- Hours on the man hour estimate accurately add up
- Overhead rate on proposal is correct and not expired (more than 1 year from the approval date)
- If using a fully loaded rate (CEI and EOR agreements) that the multiplier is accurately calculated
- Money obligated in OTIS to cover all costs of this agreement and others written for the same phase

If requesting Pre-NTP include 2-3 bullet points on what task are to be performed and the amount requested

Additional Comments

**SCOPE OF SERVICES FOR CONSTRUCTION  
ENGINEERING, INSPECTION, AND TESTING (CEI&T) SERVICES**

DATE: February 20, 2025  
PROJECT NAME: SH-33 Multi-Modal Pathway, Driggs  
PROJECT NO.: A023(894)  
KEY NO.: 23894

This scope of work is to provide Construction Engineering, Inspection, Sampling and Testing (CEIS&T) Services limited to contract administration, inspection, sampling/testing, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the SH-33 Multi-Modal Pathway project located in Driggs, Idaho for the City of Driggs, ID (SPONSOR). Atlas Technical Consultants LLC (CONSULTANT) intends to provide the LHTAC with experienced administration and inspection/sampling personnel for this project. Through this contract, CONSULTANT will inspect and document to Idaho Transportation Department (ITD) or ISPWC standards, the activities associated with the project to the level necessary to administer the contract. CONSULTANT's role is limited to the scope of services described herein and is working under the authority of the LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

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 submittal and construction schedule. It is anticipated that CONSULTANT will be engaged in CEI services at random intervals between the dates of April 2025 and September 2025 based on the anticipated construction schedule and contract documents. Manhour estimates have been based on an anticipated 54 working days for the Contractor. Additional compensation will be considered and negotiated in a mutually agreeable manner with the CONSULTANT for additional work that may result due to Contractor exceeding 54 working days or schedule impacts beyond the control of the CONSULTANT.

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

**PRIMARY TASKS:**

1. **Construction Administration**- CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the LHTAC and the City of Driggs, ID. The following sub-tasks represent a partial list of the activities necessary to administer the contract.
  - 1.1. Submittal Log & Minimum Testing Requirements (MTR's)- LHTAC will develop a list of required submittals for the project prior to start of construction. CONSULTANT will assist to track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. LHTAC will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing samples and reporting results.

Performance Assumptions:

- i. Minimum Testing Requirements (MTR's) will be reviewed and obtain approval from the LHTAC Resident Engineer if not already signed.

1.2. Pre-construction Conference- CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i. Coordination of meeting with the City of Driggs, LHTAC, and Utilities.
- ii. Prepare and distribute meeting minutes.

1.3. Labor Compliance- The Prime Contractor's certified payroll wage rates will be checked against contract requirements, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

- i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification and pay scales.
- ii. Maintain records in compliance with Title VI requirements.
- iii. Fill out ITD-2002 and submit with weekly Contractors Payroll

1.4. Civil Rights Compliance - Employee interviews and review of contractor civil rights postings will be provided per the Construction Administration Manual. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

- i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.
- ii. Perform labor interviews for Prime and Subs and maintain filing system for labor interviews.
- iii. Perform interviews for DBE contractors and maintain filing system for DBE CUF interview and project reviews.

1.5. Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i. Maintain project filing system electronically using ProjectWise.
- ii. Address periodic review comments.

1.6. Progress Estimate Preparation- For each scheduled progress estimate, documentation will be prepared by the Contractor and reviewed by the Consultant and presented to the LHTAC Resident Engineer. Final check and authorization will be by LHTAC. Materials test reports and certifications will be checked and posted into ProjectWise.

Performance Assumptions:

- i. Develop Pay Item Reports for monthly pay estimate package.
- ii. Review monthly pay estimate package and verify quantities.

1.7. Materials Certifications- Certifications, as required by bid item, will be requested for

certain materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.8. Contract Changes- Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9. Pre-paving Meeting- CONSULTANT will facilitate a pre-paving meeting with the Contractor.

1.10. Progress Meetings- Weekly progress meetings will be held at an anticipated split of 4 meetings held virtually via MS TEAMS and 4 meetings in person. Additional periodic onsite meetings may be held at a location agreed to by the Contractor, Sponsor and Consultant as requested.

Performance Assumptions:

- i. Attend and coordinate weekly progress meetings.
- ii. Prepare minutes for distribution and review.

1.11. Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the LHTAC Resident Engineer upon reaching the expended contract amount.

1.12. Change Orders - CONSULTANT will submit Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders.

Performance Assumptions:

- i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer personnel and prepare the ITD 400 change order form and backup information for review by the LHTAC Resident Engineer.

1.13. Contract Submittal Review- Contract submittals will be reviewed as necessary. It is understood that all interpretations and clarifications will be directed to the LHTAC Resident Engineer and the Design Engineer of Record as necessary.

Performance Assumptions:

- i. Traffic Control Plans - Contractor Submitted Traffic Control Plans will be reviewed for compliance with MUTCD and ISPWC specifications.
- ii. Schedule Review - The Contractor's submitted preliminary progress schedule, schedule of submittals and schedule of values will be reviewed for contract compliance and accuracy.
- iii. Submittals - CONSULTANT will review submittals for material to be incorporated into the project per the specifications.
- iv. Interpretations and Clarifications - It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and

Environmental permitting will be reviewed by the Resident Engineer prior to final decision.

- v. Shop Drawings - CONSULTANT will transmit shop drawings for their review and approval and/or review shop drawings for compliance with ISPWC/ITD Standards. CONSULTANT will notify the LHTAC Resident Engineer when shop drawings are transmitted for external review.
- vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
- vii. Contractor Hot Mix Asphalt designs will be reviewed by LHTAC and will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.
- viii. Contractor concrete mix designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Materials Engineer per the QA Manual requirements.
- ix. CONSULTANT will check items found on the ITD Qualified Products List before they are incorporated into the project.
- x. CONSULTANT will review the Pollution Prevention Plan (PPP) and recommend corrections to the LHTAC Resident Engineer and Contractor.

1.14. Public Relations – CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained. (task not anticipated)

1.15 Prompt Payment & DBE Race Neutral – prior to final payment and release of retainage, CONSULTANT will collect the TAP-specific prompt payment notarized forms from each subcontractor. CONSULTANT will also collect payment information (in lieu of B2GNow) to provide to the LHTAC Resident Engineer.

2. **Survey Control**- N/A

3. **Project Inspection** - Inspection will be performed by CONSULTANT on an as needed basis. The Sponsor may augment inspection but cannot be reimbursed by project costs.

3.1. Inspector Diaries – reports will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Inspection is only anticipated to occur on an average of 2-3 times per week. Project diaries will only be completed for days CONSULTANT is onsite. Diaries will not be developed for purpose of tracking time. The ITD 2242 Time Accounting form will be used to track chargeable days. Project diaries will be maintained in the project files.



Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.2. Project files will be maintained, and copies will be uploaded to ProjectWise. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.3. Identify and Recommend Corrections- Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.

3.4. Pay Quantity Collection- Pay documents will be provided by Contractor and quantity measurements will be checked for accuracy.

3.5. Environmental & Erosion Control Monitoring –

Performance Assumptions:

- i. If a SWPPP is required for the referenced project, the CONSULTANT will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will monitor the Contractor's compliance with all permits and storm water plans
- ii. CONSULTANT will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise for the LHTAC Resident Engineer's review and approval.
- iii. This scope includes one inspection per week with one additional inspection per month for storm driven events. The scope includes 1 hour per inspection. The scope does not include monthly inspections after the final stabilization measures are in place. Additional inspections will be negotiated as supplemental work.

4. **Materials Sampling & Testing**- CONSULTANT will provide and coordinate materials sampling and testing services as required by the MTR and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

4.1. CONSULTANT will provide materials technician for acceptance sampling & testing for embankment, aggregates, concrete, plant mix, etc. will be per the Contract documents.

4.2. Schedule for Sampling – The LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.

4.3. Acceptability of "or-equal" Products- CONSULTANT will evaluate and make a recommendation regarding the acceptability of substitute or "or-equal" materials and

equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Record Drawings & Project Close-Out** –CONSULTANT will review the As-Built drawings submitted by the Contractor. At project close-out, all records will be finalized, and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance within 30 days of project completion date pending receipt of all items from the Contractor.

Performance Assumptions:

- 5.1. Verify that necessary documents have been received for submission of contractor's affidavit of payment.
  - 5.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
  - 5.3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required.
  - 5.4. Participate in a final inspection, to include representatives from the SPONSOR and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor.
  - 5.5. CONSULTANT will review As-Built record plans received from the Contractor. CONSULTANT will forward to LHTAC record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor.
  - 5.6. Full and final project documentation in ProjectWise must be completed no later than 30 days after all final documentation has been submitted by the Contractor.
6. **Professional Service Fee**- Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing. CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions herein.

## 7. Key Understandings-

- 7.1. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a camera and cellular phone and personal protective equipment as required by the project.
- 7.2. All work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.
- 7.3. It is anticipated that construction will occur at random intervals between the dates of April 2025 and September 2025 based on the anticipated construction schedule and contract documents. Manhour estimates have been based on an anticipated 54 working days for the Contractor. Additional time will be negotiated as a supplemental.
- 7.4. Scope has been developed with the understanding that Agreement is for Time and Materials with a Not-To-Exceed Amount. Not all Direct Costs associated with the Project may be noted within the scope and estimate but may be subject to reimbursement pending approval by Resident Engineer and provision of receipt for costs.
- 7.5. The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. It may be necessary to modify this scope or work due to changes in the Contractor's schedule or for work beyond the control of the CONSULTANT. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities. No extra work will begin until a supplemental agreement is approved.
- 7.6. LHTAC will provide plans and specifications/contracts to the CONSULTANT.
- 7.7. Change Orders as referenced in Subtask 1.12 (i) will be anticipated at up to 2 change order(s) required for this project. Should the magnitude or number of the change orders required exceed what is estimated additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.
- 7.8. Claims as referenced in Subtask 1.12 (ii) are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

**ATTACHMENT NO. 2**

<b>Date:</b>	2/20/2025	
<b>Project No:</b>	A023(894)	
<b>Key No:</b>	23894	<b>Project Location:</b>
		SH-33 Multi-Modal Pathway



**ATLAS TECHNICAL CONSULTANTS - SUMMARY OF COSTS**

**A. SUMMARY ESTIMATED MAN-DAY COSTS**

Position	Name	Man-Days	Man-Hours	Raw Hourly Rate	Loaded Hourly Rate	Loaded Labor Cost
Project Manager	Deven Elison	19	= 152	@ \$ 85.00	\$ 220.02	= \$ 33,443.16
Lead Inspector	Kelly Packard	27	= 218	@ \$ 50.00	\$ 129.42	= \$ 28,214.43
Lead Tech	Brock Thornock	7	= 52	@ \$ 50.00	\$ 129.42	= \$ 6,730.05
Admin	Tyra Hall	2	= 12	@ \$ 40.00	\$ 103.54	= \$ 1,242.47
<b>TOTAL LOADED LABOR COST = \$</b>						<b>69,630.11</b>

- B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD\*\*** **132.80%**
- C. NET FEE \*\*\*** **11.00%**
- D. FCCM** **0.44%**

**E. OUT-OF-POCKET EXPENSE SUMMARY \***

1- VEHICLE MILEAGE (Round Trip Shown)					
		Miles	Trips		
91300	Proj Manager	700	4	2,800.00 @ \$	0.70 = \$ 1,960.00
91300	Lead Inspector	160	40	6,400.00 @ \$	0.70 = \$ 4,480.00
91300	Lead Technician	160	14	2,240.00 @ \$	0.70 = \$ 1,568.00

2- DIRECT EXPENSES					
91340	Per Diem Meals	0	Days	- @ \$	59.00 = \$ -
91340	Lodging	0	Nights	- @ \$	107.00 = \$ -
	Headlight	0	Month	- @ \$	300.00 = \$ -

3- MATERIAL TESTING					
Atlas Code	Atlas Task	# of Tests		Unit Cost	
<b>Soil &amp; Agg Testing</b>					
92684	5-Point Proctor T-99 Standard (ITD-898)	2.0	@ \$	331.26	= \$ 662.52
92685	5-Point Proctor T-180 Modified (ITD-898)		@ \$	377.64	= \$ -
92694	1-Point Proctor (ITD-850)				
92693	1 Point Method	7.0	@ \$	169.21	= \$ 1,184.47
92630	Moisture Content	7.0	@ \$	70.26	= \$ 491.82
92821	Sieve (Screening)	7.0	@ \$	144.31	= \$ 1,010.17
92695	T-74 Agg Density (ITD-850)				
92630	Moisture Content	1.0	@ \$	70.26	= \$ 70.26
92821	Sieve (Screening)	1.0	@ \$	144.31	= \$ 144.31
94500	Gradation/SE - GSB (ITD-857/ITD-901)				
92630	Moisture Content		@ \$	70.26	= \$ -
92756	Sand Equivalent		@ \$	150.57	= \$ -
92792	Sieve-Coarse		@ \$	213.32	= \$ -
92819	Sieve-Fine		@ \$	144.31	= \$ -
94510	Gradation/SE/FF - 3/4" Agg (ITD-857/ITD-901)				
92630	Moisture Content		@ \$	70.26	= \$ -
92756	Sand Equivalent		@ \$	150.57	= \$ -
92792	Sieve-Coarse		@ \$	213.32	= \$ -
92819	Sieve-Fine		@ \$	144.31	= \$ -
92396	Fracture Face		@ \$	150.57	= \$ -
<b>Concrete Testing</b>					
92243	Concrete Cylinders - 1 Ea (ITD-845)		@ \$	47.68	= \$ -
92270	Cube Specimens - 1 Ea (ITD-845)		@ \$	53.15	= \$ -
92820	Concrete Fine Agg (ITD-901)		@ \$	213.32	= \$ -
92793	Concrete Coarse Agg (ITD-901)		@ \$	144.31	= \$ -
92299	Concrete Surface Resistivity (ITD-845)		@ \$	82.64	= \$ -
<b>Hot Mix Asphalt Testing</b>					
94560	AntiStrip (ITD-859)	2.0	@ \$	139.86	= \$ 279.72
94550	NCAT Correction Factor (ITD-917)		@ \$	559.43	= \$ -
92018	HMA Core: Unit Wt/Avg Density, Dia., Hght (ITD-892)	10.0	@ \$	123.27	= \$ 1,232.70
92747	Spec Grav Max - Rice (Gmm)	3.0	@ \$	220.85	= \$ 662.55
					<b>\$ 13,746.52</b>

**F. SUBCONSULTANTS\*\*\*\***

1- Subconsultant Name	\$	-
<b>TOTAL ESTIMATED EXPENSES = \$</b>		<b>13,746.52</b>

<b>PROJECT TOTAL = \$</b>	<b>83,376.63</b>
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\*\* As per our Approved Overhead Rate Letter  
 \*\*\* Calculated from Fee Matrix  
 \*\*\*\* See attached Subconsultant's Summary

**Atlas - Project Personnel**

Key No: 23894

Deven Elison	Kelly Packard	Brock Thornock	Tyra Hall	ATLAS TOTAL
Project Manager	Lead Inspector	Lead Tech	Admin	

Construction for 40WD, 8 wks, CE&I = 2 months

Project Loc: SH-33 Multi-Modal Pathway

NOTES

TRIPS

	Deven Elison	Kelly Packard	Brock Thornock	Tyra Hall	ATLAS TOTAL
<b>1.0 Construction Administration</b>					
1.1 Submittal Log & MTR's	12.0				12.00
1.2 Pre-Construction Conference	8.0	4.0			12.00
1.3 Labor Compliance	8.0	4.0			12.00
1.4 Civil Rights Compliance		2.0			2.00
1.5 Filing & Records Verification	4.0				4.00
1.6 Progress Estimate Preparation	12.0				12.00
1.7 Materials Certifications	4.0				4.00
1.8 Contract Changes	4.0				4.00
1.9 Pre-Pave Meeting	0.0				-
1.10 Progress Meetings	24.0	8.0			32.00
1.11 Monthly Invoices	4.0		12.0		16.00
1.12 Change Orders	6.0				6.00
1.13 Contract Submittal Review	8.0				8.00
1.14 Public Relations	0.0				-
1.15 Prompt Payment	10.0				10.00
	<b>104.00</b>	<b>18.00</b>	<b>-</b>	<b>12.00</b>	<b>134.00</b>
<b>2.0 Survey Control</b>					
2.0 Survey Control					-
	-	-	-	-	-
<b>3.0 Project Inspection</b>					
3.1 Inspector Diaries		180.0			180.00
3.2 Maintain and Update Project Files	4.0				4.00
3.3 Identify & Recommend Corrections	4.0				4.00
3.4 Pay Quantity Collection	3.0	6.0			9.00
3.5 Enviro & Erosion Control Monitoring	3.0	6.0			9.00
	<b>14.00</b>	<b>192.00</b>	<b>-</b>	<b>-</b>	<b>206.00</b>
<b>4.0 Materials Sampling &amp; Testing</b>					
4.1 QA and Verification Sampling & Testing			52.0		52.00
4.2 Schedule for Sampling		8.0			8.00
4.3 Acceptability of "or-equal" Products	4.0				4.00
	<b>4.00</b>	<b>8.00</b>	<b>52.00</b>	<b>-</b>	<b>64.00</b>
<b>5.0 Record Drawings &amp; Project Close-Out</b>					
5.1 Verify documents received	4.0				4.00
5.2 Verify bonds, docs & certs are on file	4.0				4.00
5.3 Substantial Completion Inspection	8.0				8.00
5.4 Final Inspection	8.0				8.00
5.5 Review of As Builts	2.0				2.00
5.6 Final Closeout / Internal Audit	4.0				4.00
	<b>30.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30.00</b>
<b>Total Labor Hours</b>	<b>152.00</b>	<b>218.00</b>	<b>52.00</b>	<b>12.00</b>	<b>434.00</b>

8 hours for MTR, 30 min weekly log review & update  
 prepare & coord agenda, travel, meeting, prepare and distribute minutes  
 1hr/wk cert pay, 2hr/month Title VI and labor interviews  
 2 project board checks throughout project.  
 0.5 hr/wk PM  
 3 estimates, 4 hrs/est  
 0.5hr/wk PM review  
 2hrs/mo tracking & records  
 not anticipated  
 8 weekly meetings; 4 held virtually; 4 held in person  
 2 hrs/mo PM; 4 hrs/mo for 3 invoices  
 3 hrs/change order; anticipate 2 co's  
 1hr/wk PM review  
 not anticipated  
 end of project completion of prompt pay

not anticipated

8 weeks, avg of 20/hr week inspection  
 0.5hr/wk PM  
 0.5hr/wk PM  
 0.75hr/wk + PM review  
 1 hrs per month plus review

See Testing Breakout for Trips/Hours  
 1 hr/wk for follow-up  
 .50 hr/wk

PM will attend substantial completion walk- thru  
 PM will attend final completion walk- thru

Admin Hrs/Day	1.58	0.21	-	0.14
Inspection Hrs/Day	0.21	2.35	0.61	-

Project No: A023(894)  
 Key No: 23894  
 Project Location: SH-33 Multi-Modal Pathway  
 QA Manual: 2020

Bid Item Number	Description	Bid Quantity	Type of Test	Testing Frequency			Estimated Number of Tests	Estimated Trips Required	Estimated Hours per Trip	Total Hours for Trips	Notes
205-005A City	Excavation	672.60 CY	Density	1/	5,000	SY	2	1	4.5	4.5	2 Tests Min. per MTR
			Proctors				1	1	4.5	4.5	Complete a T99 Proctor for native materials. Assume 1 trip for first proctor, 2nd proctor obtained during density testing for Excavation
205-005A County	Excavation	262.30 CY	Density	1/	5,000	SY	2	1	4.5	4.5	2 Tests Min. per MTR
			Proctors								Complete a T99 Proctor for native materials. Assume 1 trip for first proctor, 2nd proctor obtained during density testing for Excavation
405-420A City	Superpave HMA	518.15 TON	HMA Plant Inspection	1/		Project				0	Not completed for this project.
			N-Cat Correction	1/	-	Project				0	By cores. Not completed for this project.
			ITD-859 PG Binder & Anti Strip	1/	-	Shift	1	1	8	8	Sample binder at plant (ITD 892)
			T209 Rice (Loose Mix)	3/		Project	3	1		0	Sample loose mix at plant (ITD 892), Hrs combined with PG Binder sample
			Density/Cores	5/		Project	5	1	8	8	Observe cutting, collect cores & transport (ITD 892)
405-420A County	Superpave HMA	337.71 TON	HMA Plant Inspection	1/		Project				0	Not completed for this project.
			N-Cat Correction	1/	-	Project				0	By cores. Not completed for this project.
			ITD-859 PG Binder & Anti Strip	1/	-	Shift	1			0	Sample binder at plant (ITD 892)
			T209 Rice (Loose Mix)	3/		Project	3			0	Sample loose mix at plant (ITD 892), Hrs combined with PG Binder sample
			Density/Cores	5/		Project	5			0	Observe cutting, collect cores & transport (ITD 892)
578-005A City	Box Culvert Extension	1.00 LS	Density	1/	200	FT	2	2	4.5	9	Per QA Manual, 1 Test per 200 LF of Pipe installed, but no less than 1 test per pipe installed in roadway prism.
602-045A City	24" Culvert	48.00 FT	Density	1/	200	FT	1	1	4.5	4.5	Per QA Manual, 1 Test per 200 LF of Pipe installed, but no less than 1 test per pipe installed in roadway prism.
602-045A County	24" Culvert	45.50 FT	Density	1/	200	FT	1	1	4.5	4.5	Per QA Manual, 1 Test per 200 LF of Pipe installed, but no less than 1 test per pipe installed in roadway prism.
614-015A City	Concrete for Sidewalk	16.00 SY	Density	1	Project		1	1	4.5	4.5	Per QA Manual 1/project on Subgrade materials.
5501-15A City	Rock Wall	33.00 FT	Density (Subgrade)	1	Project		1	1	4.5	4.5	Per QA Manual 1/project on Subgrade materials.
			Density (Base)	1	Project		1			0	Per QA Manual 1/project on agg base materials.
<b>Totals</b>							<b>30</b>	<b>12</b>	<b>52</b>	<b>56.5</b>	

1.5 HRS Travel Each Way  
 Assume each trip is 1.5 hours of field time and 3 hours of travel

Densities		Agg Gradation	
T-74	1	Gsb	0
One Points	7	3/4"	0
		Concrete	
Cylinders	0		



○ Idaho Falls, ID ↔ 📍 Driggs, ID

🚗 Drive 1h 14m



1h 14m (73.5 mi) [Direct](#)  
via US-20 E and ID-33 E

○ Boise, ID, USA ↔ 📍 Driggs, ID

🚗 Drive 5h 8m



5h 8m (353 mi) [Direct](#)  
via I-84 E  
⚠️ This route includes a highway.

## 2025 LHTAC Schedule of Fees-Construction Materials Testing

2025 LHTAC Pricing  
 Atlas Technical Consultants  
 2791 S Victory View Way  
 Boise, Idaho 83709

**ATLAS**

### SOIL & AGGREGATE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T 99 Moisture-Density Relations of Soils Using a 5.5 lb Rammer and 12" Drop (5pt)	Standard Proctor	\$ 331.26
AASHTO T 180 Moisture-Density Relations of Soils Using a 10 lb Rammer and 18" Drop	Modified Proctor	\$ 377.64
Idaho IT-74 # 4 Sieve Screening (only on #4 Sieve not full sieve analysis for contractor provided IT-74 curve)	Sieve	\$ 144.31
AASHTO T 272 1-Point Method for Determining Maximum Dry Density and Opt Moisture	1-Point Method	\$ 169.21
AASHTO T 27 Sieve Analysis of Coarse Aggregates	Sieve	\$ 213.32
AASHTO T 11 Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	Fine Wash	\$ 144.31
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test	Sand Equivalent	\$ 150.57
AASHTO T 255 Total Evaporable Moisture Content of Aggregate by Drying	Moisture Content	\$ 70.26
AASHTO T 265 Laboratory Determination of Moisture Content of Soils	Moisture Content	\$ 70.26
AASHTO T 176 Plastic Fines in Graded Aggregates and Soils Using Sand Equivalent Test, Alt. Method 2, Mechanical	Sand Equivalent	\$ 150.57
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate	Fractured Face	\$ 150.57

### CONCRETE TESTING

Test Method Designation	Trade Name	Unit Price: \$
AASHTO T22 Compressive Strength of Concrete Cylinders, per each	Strength, each cylinder	\$ 47.68
AASHTO T358 Surface Resistivity of Concrete to Resist Chloride Ion Penetration	Resistivity	\$ 82.64
AASHTO T106 Compressive Strength of Cube Specimens, per each	Cube Strength, each cube	\$ 53.15

### PLANTMIX PAVEMENT TESTING

Test Method Designation	Trade Name	Unit Price: \$
Idaho IT 99 Detection of Anti-Stripping Additive in Asphalt Binder	Antistrip	\$ 139.86
AASHTO T 335 Determining the Percentage of Fracture in Coarse Aggregate, Method 1	Fractured Face	\$ 150.57
Idaho FOP for ASTM D4791 Flat and Elongated Particles in Course Aggregate	Flat and Elongated	\$ 150.57
Idaho FOP for AASHTO T304 Uncompacted Void Content of Fine Aggregate		\$ 149.74
Ignition Oven Correction Factor IR-157-19, 1 set of 3	NCAT Correction Factor	\$ 559.43
AASHTO T 166 Bulk Specific Gravity of Compacted HMA, Method A or AASHTO T331	Gmb	\$ 123.27
AASHTO T 209 Maximum Specific Gravity of HMA Paving Mixtures, Bowl Method	Rice	\$ 220.85
AASHTO T 269 Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	Air Void	\$ 92.69
AASHTO T 308 Asphalt Binder Content of HMA by Ignition Method	AC	\$ 220.85
AASHTO T 30 Mechanical Analysis of Extracted Aggregate	Sieve	\$ 213.32
AASHTO T 329 Moisture Content of HMA by Oven	Asphalt Moisture	\$ 70.26
AASHTO T 312 Density of HMA by Means of the Superpave Gyratory Compactor	Gyratory Pucks	\$ 220.85
ASTM D7227 Rapid Drying of Compacted HMA Specimens Using Vacuum Drying	CoreDry	\$ 220.85
AASHTO T331 Bulk Specific Gravity and Density of compacted Asphalt Mixtures using Automatic Vacuum Sealing	CoreLok	\$ 197.41
Hourly Rental Rate for Nuke Gauge*		N/A

\*If supported in an approved Overhead Rate letter

Test rates, as presented, include all costs associated with completing the test and providing final reports. Additional administrative time will not be provided. When invoicing for these tests, naming convention must match what is presented above. At a minimum, include the test method designation.



## AGENDA DISCUSSION ITEM

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DATE: 2025-03-24  
TO: Board of County Commissioners  
FROM: Dan Reyes – County Manager  
ITEM TITLE: **Discussion Item – Grand Targhee Environmental Impact Statement Draft**

### **Summary:**

*This item is for the Board of County Commissioners to consider attending the forest service open house as a cooperating agency.*

On Thursday, March 20<sup>th</sup>, the Caribou-Targhee National Forest put out a Press Release stating that the Draft Environmental Statement for Grand Targhee was being released Friday, March 21<sup>st</sup>. The Forest Service has approach Teton County to participate in an in-person open house April 10<sup>th</sup>, “to provide information on the project and to gather public information.”

Public comment can also be submitted electronically via <https://www.fs.usda.gov/project/?project=58258>, by mail: Mel Bolling, Forest Supervisor, c/o Jay Pence, Teton Basin District Ranger, Caribou-Targhee National Forest, 1405 Hollipark Drive, Idaho Falls, ID 83401; or by e-mail to: [jay.pence@usda.gov](mailto:jay.pence@usda.gov) (please include “Grand Targhee Master Development Plan Projects” in the subject line).

Previously, Rob Marin, former Community Projects Coordinator and Teton County representative on the Forest Service Interdisciplinary team (as a formal cooperating agency), helped come up with alternatives that were included in the Draft EIS. For continuity, it makes sense that he would attend to share and gather information.

### **Sponsor’s & Benefactors:**

*The Forest Service, all Cooperating Agencies, Grand Targhee, Teton Valley.*

### **Fiscal Impact:**

N/A

### **Attachments:**

*Press Release from Caribou-Targhee National Forest*



Caribou-Targhee National Forest

## Forest Service News Release

Contact: Angela Hawkins, Press Officer

385-453-4157

[Angela.hawkins2@usda.gov](mailto:Angela.hawkins2@usda.gov)

<https://www.fs.usda.gov/ctnf>

### Caribou-Targhee National Forest releases Draft Environmental Impact Statement for Grand Targhee Resort Expansion Proposal

**IDAHO FALLS, Idaho, March 20, 2025** — Tomorrow, the U.S. Department of Agriculture’s Forest Service will publish the Grand Targhee Resort Master Development Proposal draft environmental impact statement in the *Federal Register* which will start a 90-day public comment period.

“The draft environmental impact statement outlines potential effects of the proposal. Ultimately, the Forest Supervisor will select the alternative that best meets the public’s interests and environmental considerations,” said Teton Basin District Ranger Jay Pence. “We encourage the public to share their input on this important process.”

Full details for each of the following alternatives can be found on the Forest website at <https://www.fs.usda.gov/main/ctnf/home>. For a more interactive experience you can also access the Story Map at <https://grandtargheeresorteis.org>

The Caribou-Targhee National Forest welcomes substantive comments to help refine the final environmental impact statement. Substantive comments provide specific information about the proposal, suggest corrections, or identify new information.

The Forest Service will host an in-person open house on April 10, 2025, from 5-8 p.m. at the Driggs Community Center, 60 S Main Street, Suite 200, Driggs, ID 83422. The purpose for the open house is to provide information on the project and to gather public information.

In addition to the meeting, the public can submit comments electronically via <https://www.fs.usda.gov/project/?project=58258> or by mail: Mel Bolling, Forest Supervisor, c/o Jay Pence, Teton Basin District Ranger, Caribou-Targhee National Forest, 1405 Hollipark Drive, Idaho Falls, ID 83401; or by e-mail to: [jay.pence@usda.gov](mailto:jay.pence@usda.gov) (please include “Grand Targhee Master Development Plan Projects” in the subject line).

For further information, contact Jay Pence via email at [jay.pence@usda.gov](mailto:jay.pence@usda.gov).

**About the Forest Service:** *The USDA Forest Service has for more than 100 years brought people and communities together to answer the call of conservation. Grounded in world-class science and technology– and rooted in communities–the Forest Service connects people to nature and to each other. The Forest Service cares for shared natural resources in ways that promote lasting economic, ecological, and social vitality. The agency manages 193 million acres of public land, provides assistance to state and private landowners, maintains the largest wildland fire and forestry research organizations in the world. The Forest Service also has either a direct or indirect role in stewardship of about 900 million forested acres within the U.S., of which over 130 million acres are urban forests where most Americans live.*

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