Transportation Alternatives Program Manual

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TRANSPORTATION ALTERNATIVES PROGRAM BACKGROUND

The purpose of the Transportation Alternatives Program (TAP) is to provide for a variety of alternative transportation projects and to advance the Idaho Transportation Department's (ITD) strategic goals of Mobility, Safety and Economic Opportunity while maximizing the use of federal funds. The Federal Highway Administration (FHWA) under Section 1122 of Moving Ahead for Progress in the 21st Century Act (MAP-21) authorized the TAP and it is codified in 23 U.S.C. sections 213(b) and 101(a)(29). TAP replaces the funding from pre-MAP-21 programs including Transportation Enhancements, Scenic Byways, and Safe Routes to School. The ITD Board must approve each project granted TAP funds, and the projects must be included in the Idaho Transportation Investment Program (ITIP).

The ITD, in concert with the FHWA, developed this manual. The manuals purpose is to guide project Sponsor(s) through the approval process for project development, construction, and to clarify the requirements necessary for Federal compliance, and subsequently qualify for reimbursement. Please follow the steps outlined for both the infrastructure and non-infrastructure types of projects. The TAP Manual should be used in conjunction with the project's State/Local Agreement.

The content of this manual is subject to change. Please refer to the TAP Manual at www.itd.idaho.gov/manuals/manualsonline.htm to ensure that you have the most current manual and information.

APPLICATION PROCESS AND REQUIREMENTS

ITD invites eligible applicants to send applications for TAP projects to the ITD Headquarters (HQ) TAP Manager as advertised in the application by the deadline. For more information on TAP, the TAP application, and how to apply, please refer to the TAP Program Guide at: http://itd.idaho.gov/transportation-performance/cci/index.htm.

Prior to submitting an application, consult the local District TAP Coordinator to discuss your project and to review if the project is suitable for TAP funding. A list of District TAP Coordinators is located in the Resources and References section of this manual. This will provide an initial opportunity to determine the feasibility of the project and if the project would be a successful candidate. Discussions should focus on such items as right-of-way, environmental, design standards, schedule and budget requirements. Additionally, this will give the sponsor a chance to identify any co-sponsors or other stakeholders that will be affected by the project. This consultation will need to be documented by the sponsor and included as one of the letters of support.

After receiving the applications, the HQ TAP Manager will distribute the applications to the TAP Advisory Committee, which is comprised of members representing statewide bicycle, pedestrian, and transportation interests. Advisory Committee Members will score applications based on the need, benefit, and feasibility, and recommend approved projects to the Idaho Transportation Department Board to be included in the Idaho Transportation Investment Program (ITIP).

All applications must include the following as detailed in the TAP Guide:

1. Application Form

2. Budget (including match)
3. Evaluation Phase Project Charter (ITD 0332)
4. Site map(s)
5. Letter(s) of Support
6. Match letter
7. Project Delivery Schedule (Construction and/or Design)
8. Right of Way Certification (ITD 1983)
9. Assessment of Environmental Concerns (ITD 0211)

Applicants can request funding for Construction (CN) ONLY or Project Development and Construction funding. If only requesting CN funding, the sponsor shall be responsible for the cost of designing the project and the design must meet all Federal Requirements.

As an example, Table 1: Project Estimating is provided below to demonstrate the potential costs that need to be considered when estimating the overall project cost. In the example provided below, the sponsor has determined a construction estimate of $450,000.00. From the construction estimate, other costs (ITD and Sponsor related) associated with design and construction are also listed in the example below and consideration needs to be given to the costs that are associated with these functions. These costs are an estimated percentage of the construction estimate.

Table 1: Project Estimating

Project Name: **Example Project** **Key No:** **XXXX**

Federal Match:	77.54%	100.00%
Local Match:	22.46%	
Federal Max:	$464,076.90	

(1) Planning Stage

Phase Code	Description	Percentages	Totals
CN	Preliminary Construction Estimate (PCE):		$450,000.00
CN	Construction Contingency (Quantity overruns, change orders) 5% to 10% of PCE	5.00%	$22,500.00
PE	Preliminary Engineering (State) 1% to 10% of PCE - ($3,500 minimum):	1.50%	$6,750.00
PC	Preliminary Engineering (Consultant) 5% to 15% of PCE:	15.00%	$67,500.00
CE	Construction Engineering (State) 1% to 10% of PCE - ($3,500 minimum):	1.50%	$6,750.00
CC	Construction Engineering (Consultant) 5% to 15% of PCE:	10.00%	$45,000.00
	Total Initial Estimate:		**$598,500.00**
	Federal Match of Total Initial Estimate:	77.54%	$464,076.90
	Federal Max:		$464,076.90
	Local Match of Total Initial Estimate:	22.46%	$134,423.10
	Project Costs over Federal Max:		$0.00
	Total Estimated Sponsor Cost:		$134,423.10

Project Charter

The project Sponsor will complete the Evaluation Phase Project Charter Template (ITD 0332) and he/she must submit it along with the TAP Application for funding. The project charter typically includes a scope of work, schedule, budget, design standards, project goals and objectives, assumptions, risks, and the Sponsor's approach and organization. Before the project can be included in ITIP, these two documents must be completed and submitted to the HQ TAP Manager. This is a critical element for initiating, planning, executing, controlling and assessing the project. In addition, it serves as a commitment between the Project Team and the Project Sponsor, stating the deliverables according to the budget, time constraints, risks, resources and standards agreed upon for the project.

Refer to the Project Charter Instructional Manual located at http://itd.idaho.gov/manuals/ManualsOnline.htm or contact the District TAP Coordinator (listed by District at the end of this section) for assistance in completing the Evaluation Phase Charter.

In-Kind Match

In-kind work (work performed by the Sponsor) is not allowed on TAP projects.

Right-of-Way

Each project must have the right-of-way established and certified by submitting the Local Public Agency's Certificate of Completion of Right-of-Way Activities (ITD 1983) with the TAP application. No TAP funding will be awarded to obtain Right-of-Way.

Environmental Assessment

Submit the TAP environmental screening document (ITD 0211) with the application. This document is only part of the initial screening process. It does not constitute environmental clearance. Environmental clearance procedures are further discussed later in this document.

INFRASTRUCTURE PROJECT PROCEDURES

Step 1: PRE-PROJECT CONFERENCE

Once the ITD HQ TAP Manager notifies the Sponsor of approval of funding by the ITD Board, the Sponsor must arrange a pre-project conference with the ITD District TAP coordinator to discuss the State and Local Agreement, project development, advertising and award, construction, and to clarify the requirements necessary for Federal compliance and reimbursement of expenditures.

Step 2: STATE AND LOCAL AGREEMENT

The State and Local Agreement (SLA) is a contract between the ITD and the local project sponsor. It outlines both parties' responsibilities. ITD will prepare the SLA using information provided by the Sponsor, under close coordination with the District TAP coordinator. The SLA will be developed for both project development and construction. An example SLA is included in Appendix A. Other example documents including the TAP Project Checklist can be found in Appendix A of this manual.

The SLA must be signed by the authorizing official of the agency sponsoring the project. Return both signed original SLA's to the HQ TAP Manager along with local funds to cover the cost of administrative oversight by the ITD District offices. Local match funds cover costs of administrative oversight by the ITD District offices, typically 10-20% of the construction cost for TAP projects.

Once ITD executes the SLA (that is, ITD has signed, has received the local match funds and ITD and FHWA have authorized funding), the Sponsor will receive Notice to Proceed and a signed original SLA.

> Caution: Any work started prior to ITD notice of authorization to proceed, is not eligible for federal reimbursement. For instance, if you are receiving Federal-aid for the project development phase, you cannot perform any work through a consultant prior to this notification. Another example, if you receive Federal-aid for only the construction phase, you cannot bid your project prior to Notice to Proceed. This will be in the form of District TAP Coordinator approval of Plans, Specifications and Estimate (PS&E) documents, funding obligation request approval and authorization to advertise for bid.

Step 3: DESIGNING THE PROJECT

Hiring a Consultant (if Project development funding was authorized)

After receiving the executed SLA from ITD and attending the pre-project conference, the sponsor shall secure the services of a consultant for design services following the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects and the Professional Services Agreement Procedures Manual (PSAP) which can be found at: http://itd.idaho.gov/manuals/ManualsOnline.htm. Please work with the District TAP Coordinator, following a qualification-based selection process to hire the consultant.

Development Considerations and Approval Documentation Requirements

The sponsor must work with the District TAP Coordinator for approval of the following Development documents:

- **Development Phase Charter – ITD 0332** (Formerly the Concept Report)
  This document defines the design standards for the project. Projects funded by TAP, including sidewalk and other incidental facilities, may follow local design standards, if approved by ITD. See specific conditions below. Sponsors can use ITD Standard drawings for a wide-range of infrastructure and they are located at: http://www.itd.idaho.gov/design/StandardDrawings.htm.

  As general guidance, the criteria for either state or local standards will be as follows:

State Standards:

- Projects on the National Highway System (NHS) must comply with ITD's design standards for all improvements.
- Projects on ITD's System, both NHS and non-NHS, impacting the roadway prism and any structural improvements, such as, bridges or bridge extensions, cantilever signs, traffic signals, luminaires must comply with ITD's design standards for all improvements affecting the roadway prism.

Local Standards:

- Projects off the NHS and outside the roadway prism on the ITD system may use the project Sponsor's design standards, if approved by ITD in advance, and it is in conformance with the Idaho Standards for Public Works Construction Manual. All design standards must comply with all Federal regulations, including NEPA, Americans with Disabilities Act, and other federal requirements.
- Projects off ITD's System, but along a federal route may use the project Sponsor's design standards, if approved by ITD in advance, and it is in conformance with the Idaho Standards for Public Works Construction Manual. All design standards must comply with all Federal regulations, including NEPA, Americans with Disabilities Act, and other federal requirements.

- **Materials Phase Reports Approvals**
  Approval of Materials Phase Reports on TAP projects must be done in accordance with Materials Operational Memorandum No. 17B found in Appendix A.

- **Public Hearing/Waiver and Design Approval**
  - TAP projects are expected to have no controversy. Therefore, no public hearing should be required. Refer to the Design Manual Section 375.01.01 for Public Hearing Requirements for Federal-aid Projects.
  - The District Engineer will approve public hearing waivers and Design Approvals for TAP projects at the Developmental Charter approval stage. If doing so, he/she must document the reasons for the waiver.

- **Environmental Evaluation Development and Approval**
  - <u>Application Phase</u>

    Submit the TAP environmental screening document (ITD 0211) with the application. The screening document will help the project team scope and estimate the level of effort for the environmental review. If you do not have extensive experience working with National Environmental Policy Act (NEPA) procedures, you may be unsure of the estimated level of effort for the environmental tasks. The district TAP coordinator can arrange for subject matter experts to assist you with understanding expected work tasks, required qualifications, and potential costs.

Environmental requirements for infrastructure projects shall not exceed Categorical Exclusion.

- Project Phase
  - Select a consultant team with qualified environmental professionals and experience with FHWA NEPA procedures.
  - Request an environmental 'kickoff' meeting early with the District TAP Coordinator, prior to approving the contract scope of work, to clarify the scope and schedule for the environmental document.
  - Prepare and complete an environmental document in accordance with FHWA and ITD procedures for NEPA documentation.
  - Immediately prior to PS&E, reconvene the project team to review any potential changes that happened subsequent to the environmental document. If needed, complete an environmental reevaluation (If the duration is greater than 6 months since the environmental approval was granted). If there are no changes, a simple "No change" statement is required. If there are changes, additional environmental review may be required.

- Construction Phase
  - The sponsor and/or the contractor may be held liable for environmental damage or non-compliance during construction. Compliance includes adherence to environmental document requirements, NPDES, and other permit requirements.

Step 4: PREPARE PS&E PACKAGE

After District TAP Coordinator approval has been received for all required design documentation, the bidding package for construction should be assembled. A TAP Project checklist designed to help assemble all the necessary documents is available in Appendix A. A list of required approval documents and bidding documents for TAP infrastructure projects is listed below:

Approval Documents

- Approved Evaluation Phase Charter ITD 0322 (this will be included in your application)
- Approved Development Phase Charter
- Design Approval/Waiver of Public Hearing
- Approved Materials Report(s) or Materials Design Summary
- ITD 1983 – LPA Certification of Completion of ROW Activities (this will be included in your application)
- NEPA Documentation – Approval by ITD
- Right-of-Way, Railroad, and Utilities Certification by ITD HQ

Bidding Documents ***(This is considered the PS&E submittal)***

- Engineers Estimate (see note below) that is within the programmed amount in STIP
- Plans and Specifications (including completion date/contract time) to be bid. They must align with chosen design standards.
- Bid Schedule – list of items to be bid.
- Advertisement of Bids
- Invitation of Bids (optional)
- Bidders Registration Contractor Agreement
- Proposal- this includes project specifications and the following required special provisions and attachments for bidding:
    - **a.** DBE Race Neutral/Race Conscious Special Provision
    - **b.** EEO Special Provisions
    - **c.** Non-Collusion Affidavit
    - **d.** Buy America
    - **e.** Tribal (if applicable)
    - **f.** Drug-Free Workplace
    - **g.** FHWA 1273
    - **h.** Davis Bacon Wage Determination
    - **i.** License Requirements (Plumbing, Electrical, HVAC)
    - **j.** Electrical Inserts
    - **k.** NPDES (Storm Water Permit)
    - **l.** Title VI Inclusions
    - **m.** 109.05 Monthly Payments
    - **n.** 104.03 Change Orders and Extra Work
    - **o.** 104.04 Differing site conditions
    - **p.** 105.01 Authority of the Engineer and Suspension of Work
    - **q.** 109.08 Acceptance and Final Payment
    - **r.** Clean Water Insert
    - **s.** Warrants hiring of persons authorized to work in the US

Note: The "Engineers Estimate" estimates the cost for construction of the project only. Therefore the project sponsor must include a **contingency amount (5 - 10%)** for adjustments necessary during construction and **construction project administration (CE and CC expenses at 10 - 30%)** which includes construction engineering and inspection.

Please provide two (2) copies of a complete PS&E package to the District TAP Coordinator prior to June 1st of your construction funding year for review and approval. For example, if you are planning to construct the project after October of your funding year, you must provide your complete PS&E package to the District TAP Coordinator prior to June 1 of that same year.

Once approval of the PS&E package has been granted, an obligation request will be processed by ITD and FHWA to obligate the **construction funds presented in the Engineers Estimate only**. When the ITD obligation request is approved by FHWA, the District TAP Coordinator will issue an authorization for the Sponsor or ITD to Advertise and Bid the project.

Step 5: SIGN STATE AND LOCAL AGREEMENT (SLA) FOR CONSTRUCTION

> Note: This step is only necessary if there is not a SLA for construction in place. Typically, the State and Local Agreement (SLA) for Development will include Construction as well.

ITD will prepare the SLA using information provided by the Sponsor, under close coordination with the District TAP coordinator. A SLA template is located in Appendix A.

At the time of execution of the SLA, ITD must receive local match funds to cover costs of administrative oversight by the ITD District offices. These funds will be counted in the project local match.

Step 6: BIDDING AND PROCUREMENT

Once the Construction SLA is executed and ITD has reviewed and approved the PS&E Submittal, AND the funding has been approved by FHWA, bidding and procurement can commence.

As noted in the Development Project Charter, the Sponsor must advertise and open bids.

As a means to inform potential Disadvantaged Business Enterprise (DBE) contractors of the upcoming project advertisement, coordinate with the Headquarters Civil Rights Specialist, through the District TAP Coordinator, in order to distribute an advertisement notification to potential DBE contractors.

A. **For Political Subdivisions, Infrastructure Bid Procurement Procedures for ALL TAP projects that require a contractor to perform the work must follow Idaho Code 67-2805 (3).** The following general procedures apply:
    - Formal sealed bid process; solicitation of vendors licensed to perform public works contracts as per Idaho Code 67-5711C(6). Contractors are not required to be licensed to bid, but must be licensed before award
    - Bid documents must be written and must include:
        - Description of work to be performed in sufficient detail to allow for understanding of the project
        - Method of bid submission
        - Date, time, and place of public bid opening
    - Publication of legal notice required. The project must be advertised for 5 days in a daily newspaper, or for two weeks in a weekly newspaper. The Contractors shall have 3 weeks total to review the project. The time that the project is in the newspaper is included toward the review time period. Total advertisement period must be three weeks.
    - The political subdivision may require a 5% bid bond.
    - Sealed bids are received by the due date and publicly opened at the date and time established in the bid document. Bids received are recorded on the Record of Public Bid Opening.

- Award will be made to the responsive bid with the lowest responsive bid.

B. TAP Projects wishing to use Sole Source or Proprietary Items for purchases must follow the process outlined below to get the approval necessary before proceeding:

- The ITD process for approving the use of proprietary products can be found in DMC Memo No. 1. Information regarding Sole Source and Public Interest findings can be found at this link http://www.fhwa.dot.gov/federal-aidessentials/companionresources/68patented.pdf

- Another good link to information delineating Certification and Public Interest Finding requirements http://www.fhwa.dot.gov/programadmin/contracts/011106qa.cfm

- The Sponsor must provide documentation and benefit /cost analysis stating:
  - why the project requires specific materials or products
  - why it's necessary to use this product instead of others,
  - why there is no other like items, and no other suppliers
  - why it is in the public's best interest to not competitively bid the item

- Submit the documentation to the District TAP Coordinator for review and comment. Once documented appropriately, the District Engineer will approve the Public Interest Finding or Proprietary Product Certification.

Caution: Purchases of goods and services under Idaho Code Title 67-28 are not eligible activities under the Idaho TAP Program.

Step 7: CONSTRUCTION INSPECTION AND MATERIALS TESTING/CERTIFICATION

Construction can only begin following official notification to proceed from District TAP Coordinator.

- During construction of the project, the Sponsor shall provide inspection services, inspection diaries, and support to the ITD District Resident Engineer in the administration of the contract on his/her behalf. Typically this is accomplished by the sponsor, with the assistance of ITD, to hire a consultant to provide construction engineering and Inspection services (CE&I).
- The Sponsor is responsible to make timely payment of all invoices and provide ITD with invoices and proof of payment when requesting reimbursement.
- During the life of the construction contract, prior approval of ITD will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
- The sponsor and/or contractor may be held liable for environmental damage or non-compliance during construction.

Materials Testing During Construction
Materials Testing and Inspection on TAP projects must be done in accordance with Materials Operational Memorandum No. 17B. Please contact the District TAP Coordinator if there are any questions.

Change Orders
Once the construction funds are obligated, additional work cannot be added to the project. Only work that has received Environmental Clearance is approved to bid. If additions and/or changes to the scope of the project occur, the Sponsor shall consult with the ITD District. The Sponsor, in conjunction with the ITD District, will need to seek an Environmental re-evaluation due to project changes. No additional federal funds above the amount obligated will be available for change order work. Any costs that exceed the federal amount obligated will be the Sponsor's responsibility.

Work not included in the original bid package is considered a new project and should be re-bid and must compete with other projects for possible funding.

Infrastructure Project Completion

- If all construction provided for and contemplated is found to be satisfactorily complete by ITD, this shall constitute as the final inspection and the ITD District Engineer shall notify the Sponsor in writing that the project is accepted.
- If the inspection by ITD discloses any work, in whole or in part, as being unsatisfactory, the Sponsor will notify the Contractor of the necessary instruction for correction of same, and the Contractor shall immediately comply with and execute such instruction.
- Upon correction of the work, another inspection will be made by ITD which shall constitute as the final inspection, provided the work has been satisfactorily completed. In such event, the ITD District Engineer will make the final acceptance and notify the Sponsor in writing of this acceptance as of the date of final inspection.

Step 8: FUNDING/REIMBURSEMENT
Payments will ONLY be made for incurred project expenses that occur following authorization to proceed. Any work performed by the Sponsor prior to receiving written authorization to proceed is out of compliance and therefore not eligible for reimbursement. All requests for reimbursements must be accompanied by verification of payment to the consultant/contractor (copy of check or warrant) and a copy of an invoice. Reimbursements will only be made for incurred project expenses that meet all project requirements.

This following list of items is required when requesting a reimbursement from ITD for TAP infrastructure projects.

- Copies of consultant/contractor invoices and receipts with Sponsor approval of incurred costs.

- Proof that the consultant/contractor has been paid in full in the form of a copy of the check or warrant. The sponsor must make timely payment of all consultant invoices throughout the design of the project.
- Two complete copies of the signed contract and bid proposal.
- Appropriate forms and affidavits completed and signed by Contractor and Sponsor.
- Complete set of project specifications and drawings used for bid and construction of the project.
- Evidence of construction and Materials Testing/Certification for the project.
- Inspection reports, diaries and documents, as required, to determine compliance with the Construction Contract.
- Materials Certification Letter (example in Appendix A) indicating that the work meets all the project requirements.

Upon receipt, review and approval, ITD will issue a check to reimburse the Sponsor for eligible expenses less the Sponsor's match.

Audit Requirements for All Federal-aid Projects

All TAP projects are funded with Federal Aid and therefore project Sponsors must comply with the following audit requirements:

- An entity expending $750,000 or more in a year in combined Federal awards (including any funds received from Federal sources outside ITD: US federal contracts, subcontracts, loans grants, sub-grants, and/or cooperative agreements) requires an A-133 Single Audit or program-specific audit each fiscal year for audits of fiscal years beginning after December 26, 2014 (2 CFR 200).
- An entity whose annual expenditure (from all sources) exceeds $250,000 and expends any amount in a year in combined Federal awards are required to have a full and complete audit of financial statements each fiscal year (Idaho Code 67-450C).
- An entity whose annual expenditures (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements audit on a biennial basis. Biennial audits shall include an audit of each fiscal year since the previous audit (Idaho Code 67-450C).
- An entity whose annual expenditures (from all sources) exceeds $100,000 but does not exceed $250,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review on a biennial basis. Biennial review shall include a review of each fiscal year since the previous review (Idaho Code 67-450C).
- An entity whose annual expenditures (from all sources) does not exceed $100,000 and expends any amount in a year of combined Federal awards has a minimum requirement of financial statements review by ITD on a biennial basis. Biennial ITD reviews shall include a review of each fiscal year since the previous review (Idaho Code 67-450C).

PART B: NON-INFRASTRUCTURE PROJECT PROCEDURE

The Federal Highway Administration (FHWA) under Section 1122 of Moving Ahead for Progress in the 21st Century Act (MAP-21) authorized the Transportation Alternatives Program (TAP), which eliminated the Safe Routes to School Program (SR2S). Some former SR2S-eligible infrastructure and non-infrastructure projects, such as sidewalks and bike paths, are also eligible for TAP funding.

Under the ITD non-infrastructure TAP, funding will be available for Safe Routes to School (SR2S) coordinators and some purchases of equipment or supplies. Funding for educational purposes is available under the TAP program. ITD will continue to use the title of SR2S Coordinators who are typically bike and pedestrian coordinators for grades K-8.

State and Local Agreement

The State and Local Agreement (SLA) is a contract between the ITD and the local project sponsor. It outlines both parties' responsibilities. ITD will prepare the SLA using information provided by the Sponsor, under close coordination with the District TAP coordinator.

The SLA must be signed by the authorizing official of the agency sponsoring the project. Return both signed original SLA's to the HQ TAP Manager along with local funds to cover the cost of administrative oversight by the ITD District offices. Local match funds cover costs of administrative oversight by the ITD District offices, typically 3-5% of the construction cost for TAP projects. Once ITD executes the SLA (that is, ITD has signed, has received the local match funds and ITD and FHWA have authorized funding), the Sponsor will receive Notice to Proceed and a signed original SLA.

> Caution: Any work started prior to ITD notice of authorization to proceed is not eligible for federal reimbursement.

TAP Non-Infrastructure project Sponsor must comply with the following:

- Supervisors must submit a work plan for the local coordinator to the HQ TAP Manager.
- Supervisors must authorize coordinator's timesheets.

Budget Approval

- The SR2S Budget Itemization ITD 0191, must be submitted with the signed SLA.
- This form shows how to expend the non-infrastructure funds available to the project.
- Budget revisions must be submitted for prior approval to the District TAP Coordinator.

Step 2: Local Project Coordinator

Hiring the Safe Routes to School Project Coordinator

- Once the project sponsor received the Notice to Proceed, the sponsor should hire the coordinator as soon as possible.
- A description of the local program coordinator's recommended job duties and project deliverables are included in Appendix B of this manual.

- After selection of the SR2S Coordinator a letter or email with the name and contact information for the SR2S Coordinator describing the role, responsibilities, and project deliverables of the position should be sent to the HQ TAP Manager.
- Please keep in mind that TAP funds should not be used to replace costs that are related to normal, regular day-to-day responsibilities of a local entity (this is supplanting and not allowed when using Federal Funds).
- Refer to the NHTSA Safe Routes to School Toolkit under Appendix B for more information.

Educational Resources

- The National Center for Safe Routes to School (NCSRTS) website (www.saferoutesinfo.org) offers information and resources on every aspect of the 5 E's (education, encouragement, enforcement, engineering and evaluation) associated with the Safe Routes to School program.
- A list of free, downloadable student pedestrian and bicycle education programs is available at http://www.walktoschool.org/resources/safety-education.cfm.
- Some educational and incentive items such as brochures, posters and reflective items are eligible for reimbursement. These items are to be pre-approved by the HQ TAP Manager prior to purchase. These items are to be modest incentives for SRTS contests, and incentives that encourage walking and bicycling.
- Refer to the NHTSA Safe Routes to School Toolkit under Appendix B for more information.

Step 3: Environmental Documentation: Categorical Exclusion

Because this is a federally funded program, it is necessary to obtain environmental clearance in the form of a Categorical Exclusion for the non-infrastructure (education and encouragement) aspects of the project.

- Upon project selection, the SR2S coordinator shall submit a work plan describing the education and encouragement activities to the HQ TAP Manager for approval by the Headquarters Environmental Section and FHWA.
- Once approved by ITD, a copy of the Categorical Exclusion document will be sent to the sponsor.

Step 4: Reimbursements

- Notify the HQ TAP Manager as soon as possible if there are problems.
- Reimbursement claim forms must be accompanied by invoices and proof of payment to the HQ TAP Manager using the forms provided at www.itd.idaho.gov/sr2s/tools.htm.

RESOURCES & REFERENCES

ITD TAP Contact List
For all general questions about TAP, please contact **Jared Holyoak**, ITD HQ/Contracting Services Section, PO Box 7129, Boise, ID 83707-1129. P (208) 334-8168 Jared.Holyoak@itd.idaho.gov

ITD District TAP Coordinators:
For project specific questions about TAP, please contact the appropriate district coordinator below.

District 1 (Boundary, Bonner, Kootenai, Benewah and Shoshone counties): **Gregory Brands**, 600 W. Prairie, Coeur d'Alene, 83815. P (208) 772.1274 Gregory.Brands@itd.idaho.gov

District 2 (Latah, Nez Perce, Clearwater, Lewis, and Idaho counties): **Ken Helm**, 2600 N&S Highway, PO Box 837, Lewiston, 83501. P (208) 799-4223. Ken.Helm@itd.idaho.gov

District 3 (Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee counties): **Blaine Schwendiman**, 8150 Chinden Blvd, PO Box 8028, Boise, 83707. P (208) 334-8964. Blaine.Schwendiman@itd.idaho.gov

District 4 (Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia counties): **Jack Shambaugh**, 216 S. Date St, PO Box 2-A, Shoshone, 83352. (208) 886-7801. Jack.Shambaugh@itd.idaho.gov

District 5 (Bingham, Caribou, Power, Bannock, Oneida, Franklin, and Bear Lake counties): **Melodie Halstead**, 515 S. 5th St, PO Box 4700, Pocatello, 83205. P (208) 239-3370. Melodie.Halstead@itd.idaho.gov

District 6 (Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton, and Bonneville counties):**Eric Verner**, 206 N. Yellowstone Highway, PO Box 97, Rigby, 83442. P (208) 745-5667. Eric.Verner@itd.idaho.gov

Environmental Questions: **Michele Fikel**, ITD HQ Environmental Planner. P (208) 334-8478. Michele.Fikel@itd.idaho.gov

Cultural & Historical Reviews: **Dan Everhart**, ITD HQ Architectural Historian. P (208) 334-8479. Dan.Everhart@itd.idaho.gov

Infrastructure Procurement Procedures: **Monica Crider**, Contracting Services Engineer, ITD HQ. P (208) 334-8502. Monica.Crider@itd.idaho.gov

Materials Testing Requirements: **Mike Santi**, Materials Engineer, ITD HQ. P (208) 334-8450. Mike.Santi@itd.idaho.gov

Terminology:

Audit: If you receive Federal Funds you are required to obtain a financial audit as outlined in the State Local Agreement. More information is available at www.gao.gov/yellowbook.
Award: Funds approved by the ITD Board for your project.
Bid Award: Notice that a contract is signed between the sponsor and a contractor and concurrently a notice to proceed is issued to the contractor.
Bid Approval: Approval given by ITD to advertise bids. Approval to advertise is given when funding for construction is obligated
Categorical Exclusion: NEPA decision that does not individually or cumulatively have a significant effect on the human or natural environment.
Compliance: When the Sponsor has developed and constructed a TAP project in accordance with State and Federal requirements, obtained all approvals in advance, and followed the process of the TAP program, in order to keep the project in compliance for reimbursement.
FA: Federal-aid.
FHWA: Federal Highway Administration.
FY or FFY: Federal Fiscal Year, October 1 to September 30.
ITD: Idaho Transportation Department
Materials Certification: A letter that certifies that all materials incorporated in the construction were in conformity with the approved plans, specifications, and materials testing requirements.
Materials Design Summary: Required for most projects involving ground disturbance, unless otherwise directed by ITD. This form is a substitution for approved materials phase reports.
Moving Ahead for Progress in the 21st Century (MAP-21): Federal-aid highway bill that provides funding for TAP projects.
National Highway System NHS): The National Highway System (NHS) includes the Interstate Highway System as well as other roads important to the nation's economy, defense, and mobility. The NHS was developed by the Department of Transportation (DOT) in cooperation with the states, local officials, and metropolitan planning organizations (MPOs). These maps reflect updates in accordance to the NHS memorandum dated September 28, 2012 as required by Section 1104 of the Moving Ahead for Progress in the 21st Century Act (MAP-21). State maps of the National Highway System can be found at: NHShttp://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/idaho/index.cfm
National Environmental Policy Act of 1969 (NEPA) – Established a supplemental mandate for Federal agencies to consider the potential environmental consequences of their proposals, document the analysis, and make this information available to the public for comment prior to implementation.
Obligation: Project funds dedicated to the project by FHWA and ITD based on the project cost estimate for preliminary engineering and construction. Obligated amounts are adjusted as professional service agreements are approved and construction contracts are awarded.
Project Charter: The project charter typically includes a scope of work, schedule, budget, design standards, project goals and objectives, assumptions, risks, and the Sponsor's approach and organization.
Professional Services Agreement: An agreement between ITD, the project sponsor, and a consultant to provide professional engineering and design services for preliminary engineering or construction engineering and inspection.
Plans, Specifications and Estimates (PS&E): Package that contains all of the required documents needed to advertise a project for bid. Approval of the PS&E package by ITD and FHWA is required prior to advertisement for construction.

Public Interest Finding: As used in 23 CFR 635.411(c), an approval by the FHWA Division Administrator, based on a request from a contracting agency, that it is in the public interest to allow the contracting agency to require the use of a specific material or product even though other equally acceptable materials or products are available.

Roadway Prism: The area beneath the roadway surface, including shoulders, but excluding curb, gutter, and sidewalks.

State Local Agreement: Contract between local project Sponsor and ITD describing the responsibilities of all parties and includes itemized funding match and funding for incidental services provided by ITD.

Statewide Transportation Improvement Program (STIP): A fiscally constrained document that contains at least four years of Federal-aid projects approved by the ITD Board and FHWA. The STIP includes TAP projects.

TAP Project selection: TAP project are selected through a statewide competitive process, typically on an annual basis.

Transportation Alternatives Program (TAP): Under section 1122 of MAP (21) funding is provided for a variety of alternative transportation projects, including transportation enhancements, scenic byways, and safe routes to school. A comprehensive list of eligible activities can be found at: https://www.fhwa.dot.gov/map21/factsheets/tap.cfm

APPENDIX A: INFRASTRUCTURE PROJECTS

TAP Project Checklist

TAP Project CHECKLIST **TITLE and KEY NUMBER**			
Milestone	***Due Date***	***Date Submitted***	***Date Approved***
1. Executed State Local Agreement			
2. Pre-Project Conference			
3. Determine Design Standards Applicable			
4. Project/Charter Schedule			
5. Environmental Evaluation			
6. Cultural Resources Survey			
7. Hazardous Materials Report			
8. Wetlands Delineation			
9. Materials Design Summary			
10. ITD Approves Development Documents			
11. ITD Approves PS&E Package			
12. ITD Approves Bid Documents			
13. ITD Approves Contract Award			
14. ITD Obligates Construction Funds			
15. ITD Issues Notice to Proceed			
16. Progress Reports			
17. Project Inspection			
18. Project Completed			
19. Reimbursement Request			
20. Final Reimbursement Issued			

Example Bid Proposal

TO: Mayor and City Council
City of _____, Idaho Date: _____

This proposal is submitted as an offer by the undersigned to enter into contract with the City of _____, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for TAP *Project Name* – 20__, specified herein and which construction documents are on file with the City Engineer, *address*, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.

2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.

3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.

4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.

5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of _____, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

6. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of the City.

7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the City Engineer.

8. The undersigned, as a bidder, acknowledges that Addenda Number _____ through _____ have been delivered to him and have been examined as part of the contract documents.

9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.

10. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.

11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

Subcontractors	Trade Specialty	Idaho Public Works License No.	$Amount
a.			
b.			
c.			

12. The undersigned has included with the bid the following forms and information:
    a. Bid Schedule
    b. Bid Security
    c. Bidder's Non-Collusion Affidavit
    d. Bidder's Drug-Free Workplace Affidavit

13. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for TAP *Project Name* – 20__ as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed schedule contract prices as follows:

Example Invitation to Bid

The City of _____, Idaho is accepting sealed bids at the business office of the City Clerk, _____ , until _____A.M./P.M., prevailing local time, _____, 20__ for the following project:

TAP XXX – 20__ (Project Name/Year Awarded)

At _____am/pm on the same day all proposals will be publicly opened and read aloud in the City Hall Council Chambers.

The project consists of the construction of approximately __ lineal feet of new concrete sidewalk and the construction of __ lineal feet of asphaltic sidewalk; includes the replacement of existing street curb; existing private driveways and private sidewalks will be replaced.

Bid forms, bidding instructions and conditions, contract documents, plans and specifications may be obtained at the office of the City Engineer, ___ ___, (add contact information) for a non-refundable fee of $_____ plus tax.

Idaho Public Works Licenses are not required to bid but are required prior to contract award.

The Federal-aid project subject to certain non-discrimination, Buy American, and Davis Bacon Wage Act requirements. Bidders and Contractors must comply with the requirements set forth in the project specifications. Please contact the City for clarification and applicability.

Any objections to the contents or terms of the Specifications shall be raised five (5) days prior to bid opening or it shall be deemed to have been waived.

The City reserves that right to reject any and all bids.

_____

Name, Deputy City Clerk

Publish _____ and _____, 20___

Example Bidding Documents: Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

By signing this bid proposal, the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this contract.

AFFIDAVIT AND CERTIFICATE OF VERIFICATION

STATE OF

COUNTY OF

Subscribed and sworn (or affirmed) before me this _____ day of _____. 20__.
I, _____, a notary public, do hereby certify that on this date, personally appeared before me, _____, known or identified to me to be the person whose name and title is subscribed to the foregoing instrument, acknowledged to me that he/she signed the foregoing document, and that the statements therein contained are true.

Notary Public_____

Signature _____

Residing at _____

_____

_____

Commission Expires_____

Example Bidding Documents: Instruction to Bidders

INSTRUCTION TO BIDDERS

INTENT OF PLANS AND SPECIFICATIONS

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedure in the installation of material and equipment and in the manufacture or delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, equipment and labor necessary to complete said contract in accordance with all of its terms and conditions. All contracts shall be awarded subject to those instructions to bidders.

The plans and specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not stated therein or shown. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein.

PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

Plans and specifications are on file in the office of the City Engineer. Copies of same may be obtained from the City Engineer by making payment of Fifty dollars ($25.00) plus tax. Additional information relative to same may be obtained from the office of the City Engineer.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Bidders shall satisfy themselves by personal examination of the plans, specifications, and site of the proposed improvement, and by any other examinations and investigation which they may desire to make, as to the accuracy of the estimate of quantities, the nature of the soil, conditions of the project site, and difficulties to be encountered.

PREPARATION AND DELIVERY OF PROPOSAL

Bids shall be prepared and submitted upon the "Proposal" form supplied by the City Engineer. Each and every blank provided for in the "Proposal" shall be filled in with ink or typing. Proposals, which are incomplete or submitted on an unauthorized form, may be rejected as informal.

ALL BIDS SHALL INCLUDE THE FOLLOWING:

- Bid Schedule
- Proposal Guaranty
- Bidder’s Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Bidder’s Registration (DBE Related)

Failure to properly execute and submit any of these documents as part of the bid may render the bid as being incomplete and may become cause for rejection of the bid.

After the date and hour set for the opening of the bids, no bidder may withdraw her/her proposal unless award of contract is delayed for a period exceeding the time limits described in IB-8, AWARD OF CONTRACT.

The City Council reserves the right to reject any or all bids, any or all schedules or to accept the bid or schedule deemed to be in the best interest of the City of _____.

PROPOSAL GUARANTY

Each proposal must be accompanied by cash, a certified check, bid bond, or cashier's check in an amount not less than five percent (5%) of the total amount bid. This guaranty or "Good faith token" will be held until the successful bidder has, within ten (10) days from the date of notification of award of contract, executed the contract and furnished approved separate performance and payment bonds, each in an amount equal to one hundred percent (100%) of the amount of the contract. There shall also be submitted with the surety bonds, evidence of public liability insurance coverage in amounts not less than those specified in the general specifications included herein.

RETURN OF PROPOSAL GUARANTY

Immediately after the bid prices have been compared, the Clerk will return the guaranties accompanying such proposals as in the owner's judgment will not be considered in awarding the contract. All other proposal guaranties will be held until the contract and other legal requirements the successful bidder must execute, furnish and/or comply with, have been completed, after which they will be returned to the respective bidders whose proposals they accompany.

QUALIFICATIONS OF BIDDER

The owner desires that this project shall be built by a contractor who is competent and adequately financed. The Owner may request the Bidder to submit a written statement to show experience in construction work of this character as an indication of qualification and business standing. If required, the Bidder may make his/her statement in such form as may seem appropriate; said statement shall be notarized.

This public works project is financed by federal-aid funds. Davis-Bacon wages apply. The Contractor shall pay not less than the minimum wage rates of the general wage decision for the project. Such rates are a part of the project construction contract. The Fair Labor Standards Act of 1938 (U.S.C.A Title 29, Paragraph 201-219, Chapter 8) shall apply in the employment of labor for this project.

AWARD OF CONTRACT

The contract will not be awarded until the owner is satisfied the successful bidder is reasonably familiar with the class of work upon which he/she has submitted a proposal and has the necessary capital and tools to satisfactorily perform the same. The owner may request and the bidder must provide the owner with a current balance sheet and a list of tools owned by the bidder.

Within forty-five (45) days after the opening of the proposals the owner will accept one of the proposals or reject all bids. The award will be made upon the basis of the proposal that, in the owner's judgment, will serve the best interest of the owner.

The contract will not be awarded until the bidder has obtained an appropriate Idaho public works license from the Idaho Public Works Contractors State License Board. Subcontractors are also subject to this requirement.

FAILURE TO EXECUTE CONTRACT

In the event the successful bidder fails to furnish approved performance and payment bonds, execute the contract and comply with all other pertinent legal requirements within ten (10) days after

notification by the engineer of the award of contract, the certified check, bank draft, money order of bid bond will be forfeited to the owner as liquidated damages. The amount of any such damages will be five percent (5%) only of the total bid submitted. Any excess amount that may have been included in the "good faith token" will be returned to the bidder. The next best proposal will then be considered the successful bid and, at the discretion of the owner, be awarded the contract.

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES AGREEMENT

The contractors, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he/she is engaged is of a transitory character, and that in the pursuit thereof, his/her property used therein may be outside of the State when taxes, excises, or license fees to which he/she is liable become payable, agrees:

1. To pay promptly when due all taxes, (other than real property), excises and license fees due to the State, its subdivisions, and municipal quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability, for the payment thereof exists, even though the same constitute liens upon his/her property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his/her default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

PERFORMANCE PERIOD

Construction shall be completed within _____ calendar days from the date of the NOTICE TO PROCEED.

See General Condition ____, page __for the assessment of liquidated damages.

CONSIDERATION OF MULTIPLE DIVISIONS OF WORK

The bidder shall submit a proposal for all divisions, if applicable. Considerations of proposals for each division of work shall be made separately (i.e. one bidder may be awarded one division another bidder may be awarded one of the other divisions).

CONTRACTORS TO BE LISTED ON BID All bidders shall comply with Idaho Code Section 67-2310. **Failure to comply with Idaho Code Section 67-2310 shall render such bid unresponsive and void**. Information provided pursuant to this section must be current and correct as of the date of the submission of the bid. Do not use the term "mechanical" when identifying any work to be performed on this project.

This project is federally funded; therefore Public Works Licenses are not required to bid but licenses are required prior to contract award.

The prime contractor shall submit with his/her proposal a list of the Contractors and their license

numbers.

The name, address and bid amount for each Contractor to be utilized on the project must appear on the bid. Every Contractor intending to perform plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address and which allows it to perform such work, and bid amount for each of the following areas: plumbing work, heating and air conditioning work, electrical work. If a Contractor intends to perform work in more than one of these specialties, such a Contractor must list its name, address, Idaho Public Works License Number (may be listed as 'pending' for this federally funded project), and bid amount more than once (i.e., for each of the following subject areas: plumbing work, heating and air conditioning work, electrical work).

Every contractor intending to perform its own plumbing work, and/or heating and air conditioning work, and/or electrical work must include its name, address, and Idaho Public Works License Number (may be listed as 'pending' for this federally funded project) which allows it to perform such work for each of the following areas: plumbing work, heating and air conditioning work, electrical work. A contractor does not need to list the amount of the bid for plumbing work, heating and air conditioning work, or electrical work which it intends to perform.

AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

Example Bidding Documents: Bid Schedule

Item No.	Quantity Description	Unit	Price	Total Price
1.	New Curb	28 Lineal Feet	$_____ Per L.F.	$_____
2.	New Sidewalk/ Existing Curb	250 Lineal Feet	$_____ Per L.F.	$_____
3.	New Sidewalk/ New Curb	635 Lineal Feet	$_____ Per L.F.	$_____
4.	New Sidewalk/ Integral Wall	15 Lineal Feet	$_____ Per L.F.	$_____
5.	Vehicular Approach Sidewalk	212 Lineal Feet	$_____ Per L.F.	$_____
6.	Concrete Driveway	865 Square Feet	$_____ Per S.F.	$_____
7.	Gravel Driveway	25 Square Yards	$_____ Per S.Y.	$_____
8.	Asphaltic Pavement Driveway	15 Square Yards	$_____ Per S.Y.	$_____
9.	Private Entryway Sidewalk	120 Square Feet	$_____ Per S.F.	$_____
10.	Asphaltic Pavement Sidewalk	515 Square Yards	$_____ Per S.Y.	$_____
11.	Tree Removal	Lump Sum	Per L.S.	$_____
12.	Landscaping	Lump Sum	Per L.S.	$_____
13.	Replumb Drain Pipe	Lump Sum	Per L.S.	$_____
14.	Traffic Control	Lump Sum	Per L.S.	$_____
15.	Mobilization (≤ 5% of Bid)	Lump Sum	Per L.S.	$_____
TOTAL BID				**$_____**

_____ _____

Firm Name of Bidder Mailing Address

_____

_____

Signature of Bidder Public Works License No.

_____

_____

Official Title State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at _____ This _____ day of
_____, 20__.

Example Bidding Documents: Drug-Free Workplace Affidavit

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____
COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____ complies
(Contractor Name)
With the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that
_____ provides a drug-free workplace program that complies with the provisions of
(Contractor Name)
Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1)(a).

_____
Name of Contractor

_____
Address

_____

By_____
(Signature)

Subscribed and sworn to before me this _____ day of _____, 20--.

_____
Notary Public for _____
Residing at _____
My Commission Expires_____

THIS PAGE MUST BE RETURNED COMPLETED WITH YOUR BID DOCUMENTS

Example Bidding Documents: General Conditions

GENERAL CONDITIONS

COMPLIANCE

The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

All work shall be completed in accordance with the specifications and plans established for this project.

DEFINITIONS

Architect	The Project Architect, if such is designated by the Contract Documents.
Attorney	The City Attorney of _____, Idaho
City	The City of _____, _____ County, Idaho, a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the City is to be considered the acts of the Council acting through the Mayor and Clerk.
Clerk	The duly appointed City Clerk of the City of _____, Idaho.
Contract Documents	These generally consist of the plans, specifications, agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term

	also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of _____, Idaho.
Engineer	The City Engineer of _____, Idaho, resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Subcontractor	The person, persons, firm, corporation or other entity performing work under contract with the 'Contractor' but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City for the performance required.

PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one and omitted in the other is a binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words so applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
B. The Engineer shall furnish to the Contractor the necessary plans and specifications required for the execution of the work at no additional cost. The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work.
C. The Contractor shall submit with such promptness as to cause no delay in his/her worn work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Engineer, and the Engineer shall review them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Engineer, files with him such corrected copies as the Engineer shall direct, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called

the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

D. The Contractor shall keep one copy of all project drawings and specifications on site and in good order, available to the Engineer and the City, and their representatives.

ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

No alteration or modification of the terms and conditions of the Contract Documents, except by written change order as provided herein, will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the Contractor, the City, and the Engineer.

INVESTIGATION BY BIDDERS

The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine and investigate all of the bid prices submitted on their proposals. No bidder may, without the consent of the City, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

INTERPRETATION OF THE SPECIFICATIONS

A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitting proposals hereunder must apply to the Engineer for the required information or explanation before the bids are submitted.

B. The request for such explanation or interpretation shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Engineer in writing and a copy will be filed in the office of the City Clerk. The City will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold the City or any person responsible for any error or omission that may have been made by the bidder.

CONTRACTS

A. Contract Form
    a. A copy of the construction contract form is included in these documents.
B. Execution of Contract
    a. Within ten (10) days after receiving properly prepared Contract Documents from the City, the successful bidder shall sign and return the contract to the City. Work shall be started upon written notice to proceed from the Engineer.
    b. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him, and that the Contractor shall hold the City harmless for any activities of such

subcontractors and shall indemnify and defend the City from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.

C. Subcontracts

a. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after award of the contract, notify the Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Engineer or the City may within a reasonable time object to as incompetent or undesirable.

b. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City through its Engineer. Nothing in this section shall create any obligation on the part of the City to pay to or to see to the payment of any sums to any subcontractor.

i. The Subcontractor shall agree:

1. To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.
2. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
3. To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the owner, except that the time for making claims for extra cost is one week from the date such claim arises.

ii. The Contractor agrees:

1. To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under the Contract Documents.
2. To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
3. To pay the subcontractor for conforming work, upon the payment of certificates, if issued otherwise than as in (2) so that at all times his/her total payments shall be as large in proportion to the value of the work

done by him as the total amount certified to the Contractor is to the value of the work done by him.

4. To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.
5. To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
6. To make no demands for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
7. That no claim for services rendered or material furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
8. To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
9. To pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the City. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.
10. To certify with each estimate payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the City, and returned within 20 calendar days of receiving the estimate payment.

D. City's Right to Terminate Contract – If the Contractor:

a. Fails to begin work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to supply sufficient skilled personnel or suitable materials or equipment to complete the work within the time limits specified; or
c. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
d. Discontinues the prosecution of the work for more than ten (10) days; or
e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
f. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
g. Disregards laws, ordinance, or the instruction of the Engineer; or

h. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
i. Makes an assignment for the benefit of creditors; or
j. Is guilty of a substantial violation of any provisions of the contract; in any such event(s), the City, upon recommendation of the Engineer that sufficient cause exist to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the City shall have full power and authority, without violating the contract, to take the prosecution of the work from the Contractor. The City may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the contract in an acceptable manner.
k. Costs and charges incurred by the City, together with the cost of completing the work under the contract, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and its surety shall be liable and shall pay to the City the amount of such excess.

E. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any certificate for payment within thirty (30) days after it is due, or if the City should fail to pay to the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days notice to the City and Engineer, stop work or terminate this contract or recover from the City payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.
F. Assignment: The Contractor shall not assign this contract or sublet or subcontract any portion of it without the prior written consent of the City nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the City. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by the City.

CHANGES AND EXTRA WORK

The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment,

excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

MONTHLY PAYMENTS

A. The Contractor shall file a monthly request for payment with the Engineer on the 25th day of each month for all work completed to the 20th day of the month. If monthly requests for payment are not received as stated, the City shall have the right to withhold payment for that month. The Engineer shall review Contractor's monthly requests for payment on approximately the 5th day of the month for all work completed to the 20th day of the preceding month, and shall certify such requests for payment. Progress payments will be made by the City for all work completed to the 20th day of the preceding month and duly certified by the Engineer, on or before the 15th day of each month by check. These payments will be equal to ninety-five

percent (95%) of the total amounts of the certified requests for payment. The City shall retain five (5) percent of the total amount owing the Contractor after the contract has been completed and accepted by the City for a minimum period of thirty (30) days. Should any liens or claims be filed during the retention period, the retained percentage will be held until a satisfactory agreement is reached between the City, the Contractor, and the Contractor's surety. Before final payment will be made by the City, Contractor agrees that it shall furnish the City with satisfactory evidence that all persons, including subcontractors, that have performed work or furnished materials pursuant to this agreement and are entitled to a lien for their work or materials under the laws of the State of Idaho have been fully paid or are no longer entitled to such lien, and the Contractor shall file with the Clerk a notarized affidavit to that effect. Final payment will not be made until the City has received a tax release from the Idaho State Tax Commission per GC-39.

B. Progress payments for materials shall be considered eligible only if the materials are jobsite, and accurate, clearly detailed invoices from the material supplier are furnished. The ownership of these materials shall, upon payment from the City to the Contractor, be vested in the City, and such materials may not be removed from the jobsite without written authorization of the Engineer.

C. The City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
    a. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
    b. Defective and/or condemned and/or non-conforming work or materials not remedied;
    c. Failure of the Contractor to make proper payments to a subcontractor;
    d. Reasonable doubt that this contract can be completed for the balance then unpaid;
    e. Damages to another Contractor where there is evidence thereof;
    f. Payments that cover all taxes, excises and license fees due the State and its taxing entities whether or not these monies are yet due and payable.

The City shall have the right, but not the obligation, to disperse and shall have the right to act as agent for the Contractor for the limited purpose of dispersing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event the City elects to disperse such funds, the City shall render to the Contractor a proper accounting of all such funds dispersed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against the City for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of the City's exercise of such right to disperse.

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

FINAL PAYMENT

The Contractor shall certify the actual total payment to Subcontractors or suppliers. The certification shall be made on ITD forms, and shall be returned within 30 calendar days of receiving the final payment. These requirements shall also apply to first or lower tier subcontractors or suppliers.

TIME OF COMPLETIONS/LIQUIDATED DAMAGES

A. The date of completion for this contract shall be defined by the Instruction to Bidders included in the Contract Documents. Contractor agrees that time is of the essence in the performance of this contract, and that failure to complete this contract by such date will result in financial injury to the City. Contractor further agrees that failure to complete this contract by such date shall subject Contractor to payment of liquidated damages to the City. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City occasioned by failure to complete the work on time. Accordingly, instead of requiring such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the City the sum of one-fourth of one percent (0.0025) of the contract amount, including change orders, will be deducted by the City for each and every calendar day that the date of final completion is delayed. Should such deductions exceed the outstanding amount of the contract amount, the Contractor and its surety shall be liable for the excess.
B. The Contractor herewith specifically waives claims for damages for any hindrance or delay. The Contractor shall be granted extensions of time for which liquidated damages will not be claimed by the City for the following reasons:
    1. A delay caused the contractor by any suit or other legal action against the City (except a legal action instituted by the Contractor) regarding this project shall entitle the Contractor to an equivalent extension of time unless the period of such delay exceeds ninety (90) days. When such period is exceeded, the City will, upon request by the Contractor in writing, either negotiate a termination of the contract or grant a further extension of time, whichever shall be agreed.
    2. Time lost by inclement weather, causing suspension of work, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods. Inclement weather

is defined as that which, in the opinion of the Engineer, would seriously affect the progress of the work or the quality of the work.

3. Should unforeseen conditions require the performance under a change order, or work more complex or difficult than that originally specified and shown on the plans, and such work, in the Contractor's opinion, requires more time to execute than the proportional increase in dollar value, the Contractor shall state to the City and Engineer, in writing prior to the performances of such work, his/her estimate of the added time required for such work. The City may, if such estimate be reasonable, allow an added extension proportionate to the increase in the dollar value of the work.

C. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

D. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by condition beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

E. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

F. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

ABANDONMENT OF WORK

If the Contractor abandons the work for a period of twenty (21) days for any cause other than failure of the City to make monthly payments, or refuses to comply with the provisions of the plans and specifications, the City shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and the City fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying the City of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this contract, or fail to pay just claims for labor and materials, the City reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall also include the City's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein the City is made a co-defendant.

AUTHORITY OF ENGINEER

A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the contract.
B. The Engineer, including his/her employees and agents shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineer, it shall be uncovered, if required by the Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to the City.
C. Re-examination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, the City shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to 100% of the of the full contract price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to the City. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such contract, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as state in the Contract Documents.

Such bonds shall remain in full force and effect during the term of this agreement and during the terms of any warranty required by the specifications and shall be held in the custody of the City. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a “first hand signature” by an officer of the surety. A facsimile signature shall not be acceptable to the City.

If, at any time, a surety on any such bonds is declared as bankrupt or loses its right to do business in the State of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from the City to do so, substitute an acceptable bond

(or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the City pursuant to this contract shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied the City in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this contract as will hold the City harmless and shall indemnify the City for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to the City at the time of execution of this agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to the City and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause the City to be named as an additional insured on all applicable insurance policies.

A. The Contractor shall take out and maintain during the term of this contract, statutory worker's compensation insurance for all employees who will work on this project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
B. The Contractor shall take out and maintain during the term of this contract comprehensive public and general liability insurance. The comprehensive public and general liability insurance shall have, at a minimum, a coverage limit of at least FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence, and ONE MILLION DOLLARS ($1,000,000.00) aggregate. Policies containing deductible clauses will not be acceptable.
C. The Contractor shall take out and maintain during the term of this contract builders risk insurance which shall be written in completed value form, shall protect the Contractor and the City against 'all risks' of direct physical loss to buildings, structures, equipment and materials to be used in providing, performing or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
D. Contractor’s Responsibility For Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by the City.
E. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification therefore.

PATENT ROYALTIES AND PROCESS FEES

The Contractor shall furnish the City a license or licenses for the use of any process or processes in

connection with this project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

CONTRACTOR RESPONSIBLE FOR WORK

The Contractor shall be responsible for all work until its acceptance by the owner.

USE OF COMPLETED PORTION

The City reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

SIGNATURES

A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the contract.

ORDERS TO BEGIN WORK

The successful bidder shall not begin work until after the contract has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Engineer by a written "Notice to Proceed".

ORDER OF WORK

A. The contract period and time of completion will be as set forth in the instruction to Bidders included in the Contract Documents.
B. GC-13 “Time of Completion/Liquidated Damages” of the General Conditions shall apply to interim as well as final completion dates.
C. The specific details of the order of work will be worked out in conjunction with the Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Engineer. At this time the successful bidder shall present a written schedule, for the entire project, specifying the beginning and completion dates for each phase of work. Once approved by the Engineer, this schedule shall be adhered to by the Contractor and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Engineer of such schedule shall not create any liability in the Engineer or the City for Contractor's means, methods, sequences, techniques or site safety.

EFFICIENCY OF OPERATION/LICENSING

The work embraced in this project shall be started at the earliest possible date after signing the contract, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and contract. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

PROTECTION OF WORK AND PROPERTY

A. The Contractor shall exercise particular care in protecting surrounding buildings, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the owner thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor, and shall not be the responsibility of the City.
B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this agreement shall cause any damage, mutilation, or destruction whatsoever, of any public tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such public tree, or by the placement or storage of any materials which are hazardous to trees, near such public tree, the Contractor shall:
    a. Inform the City Engineer in writing of such need; and
    b. Plot the location of such tree on the site plan which is the subject of this agreement; and
    c. Comply with all permit requirements as set forth in _____, _____ City Code §5-8-1 et seq.
C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor, and shall not be the responsibility of the City.
D. The Contractor shall provide and maintain temporary sidewalks, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction, as deemed necessary by the Engineer and at no expense to the City.
E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
F. Construction operations and parking of vehicles shall be confined to areas designated by the Engineer. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles, and shall follow the direction of such authorities.

RESPONSIBILITY FOR SAFETY

The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by the City.

GUARDS AND BARRICADES

The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify the City and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices".

TRAFFIC CONTROL

A. The Contractor shall obey all rules, laws, ordinances and regulations of all traffic regulatory authorities having jurisdiction regarding the closing or barricading of public streets. Work will not begin until all required traffic control devices are in place.
B. The Contractor shall provide a traffic control plan, consistent with requirements detailed in the current edition of the Manual of Uniform Traffic Control Devices, for Engineer review and approval prior to closing or barricading any public streets.
C. The work shall be carried out so as to cause a minimum of dislocation of normal commercial pursuits. Traffic must be kept open on roads and/or streets where no detour is possible. The Contractor shall, in addition to other requirements contained herein, without further notification or other order, provide, erect, and maintain at all times during the progress or temporary suspension of the work, barricades, fences, signs, flagmen, or other protection in accordance with the most current edition of the "Manual on Uniform Traffic Control Devices" and shall provide, keep, and maintain such danger lights, signals, and flagmen, as may be necessary or ordered by the Engineer and/or traffic regulatory authorities having jurisdiction to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected by signal lights which shall be suitably distributed across and along the roadway and which shall be kept burning from one hour before sunset until one hour after sunrise and at other times as vision is obscured by fog, smoke or dust.
D. The Contractor shall promptly reopen streets and driveways to the public after construction work requiring their closure is completed, and all safety issues have been resolved.
E. Local traffic shall be provided access to private properties at all times, except during necessary stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing or Portland cement pavement, and deep sewer excavation which prohibits safe travel of vehicular traffic.
F. No private driveway may be closed except as provided herein or unless permission is given the Contractor by the owner of the property affected.
G. Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times. The Contractor shall be solely responsible for any damages which may result from failure to provide such reasonable access.
H. The Contractor shall take every precaution to protect pedestrians and vehicular traffic. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper

safety precautions and safeguards, he/she shall do so immediately, and to whatever extent the Engineer directs at no additional cost to the City.

EXISTING TRAFFIC SIGNS AND FACILITIES

Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Engineer. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by Contractor.

MAINTAINING POSTAL SERVICE

A. Postal service shall be maintained in accordance with instructions of the U.S. Postal Service. The Contractor shall be responsible for moving mail boxes to temporary locations designed by the U.S. Postal Service, and at completion of the work he/she shall replace them in locations and in condition satisfactory to the U.S. Postal Service.
B. It will be the Contractor's responsibility to contact the U.S. Postal Service for their requirements in maintenance of postal service and to follow those requirements.
C. In cases where posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this purpose at his/her own expense.
D. All costs incurred in work outlined above shall be considered as incidental to the construction contract, and shall be borne by the Contractor.

EMERGENCY WORK

The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays unless such work is ordered in writing by the Engineer.

SUPERVISION OF WORK

A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Engineer (or upon the order of the Engineer should the superintendent be or become unsatisfactory to the Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. he/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he/she may discover, but he/she shall not be held responsible for their existence or discovery.

CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:
    a. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the contract, whether incorporated in the work or not, and shall re-execute any work condemned by the Engineer as failing to conform to the contract, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the contract, such costs of replacement and re-execution to be borne by Contractor at no additional expense to the City.
    b. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Engineer, then and in that event the City may remove them and may store material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deduction all the costs and expenses of such removal, storage, sale and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.
B. Correction of Work after Final Payment: Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. The City shall give notice of observed defects with reasonable promptness.
C. Deductions for Uncorrected Work: If the Engineer and the City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

SUBSTITUTES CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.

A. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution.
B. Approval of alternate and equal specified equipment and material will be only by addenda issued by the Engineer at least five (5) days prior to bid opening. Requests for approval of alternate equipment and materials manufacturers must come from the manufacturer or bidder

at least ten (10) days prior to bid opening. All such requests must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

C. No extras will be allowed the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

DETAILED BREAKDOWN OF CONTRACT PRICE

The Contractor shall within ten (10) days after receipt of Notice to Proceed submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the City or the Engineer for their accuracy or completeness.

A. It is the Contractor's responsibility to notify "ONE CALL" at 811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
B. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
C. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
D. The Contractor shall protect all poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered the Contractor shall notify the Engineer and the affected utility company at least forty eight (48) hours in advance of construction operations to permit

the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.

E. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the carrying out of the work to be done under the contract. Contractor shall hold harmless, indemnify and defend the City from any such claims.

F. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Engineer.

G. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

STREET CLEANUP DURING CONSTRUCTION

The Contractor shall immediately clean all spilled dirt, gravel, and other foreign material caused by the construction operations from all streets open to public use. Streets within the project's work zone closed to public use shall be cleaned prior to weekends and prior to opening to public use.

CLEANUP

The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

PROOF OF TAX PAYMENT

A. The Contractor shall, within ten (10) days after receipt of the Notice of Award, furnish the Idaho State Tax Commission with a completed State of Idaho Form WH-5, PUBLIC WORKS CONTRACT REPORT. Copies of the form may be obtained from the City, or from the Idaho State Tax Commission.

B. The Contractor shall furnish evidence that he/she has paid all state and local taxes which have become due and payable and that he/she has secured payment of state and local taxes which have accrued, but which are not due. The City shall not make final payment to Contractor until a tax release from the Idaho State Tax Commission has been received by the City.

HOLD HARMLESS REQUIREMENT

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property

on account of the operations of the Contractor or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his/her subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

JURISDICTION AND VENUE

The District Court for the _____ Judicial District of the State of Idaho is accepted as the proper forum having jurisdiction for any legal disputes between the parties.

PERMITS AND LICENSES

The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

A. Those required by the _____ City Code, such as:

Community Forestry Ordinance	*reference*
Building Code	*reference*
Plumbing Code	*reference*
Electrical Code	*reference*
Gas Code	*reference*
Contractor Licensing Ordinance	*reference*

B. Those required by the Idaho Code or other State Law.
C. Those required by the Code of Federal Regulations or other Federal Law.

ENVIRONMENTAL MATTERS

Contractor shall comply with all statutes and regulations regarding environmental matters, including, but not limited to, matters of health, safety, exposure, disposal, reporting, mitigation, etc.

NO THIRD PARTY BENEFICIARIES

No claim as a third party beneficiary under this contract by any person other than Contractor shall be made or shall be valid against the City, and the City shall not be liable for or be held to pay any money to such person.

COMPLIANCE WITH GRANT CONDITIONS

Contractor shall comply with all conditions of, and all laws applicable to, and all policies, practices and procedures of the City applicable to, any federal, state or local grant received by the City or Contractor at any time with respect to this contract or with respect to the provision, performance or completion of the work.

EROSION CONTROL

Contractor shall implement appropriate erosion control eliminating sediment transport to City infrastructure and private property. Contractor shall pay all costs associated with sediment removal from City infrastructure, private property or environmental remediation.

MATERIALS

All materials furnished by the Contractor shall be new and manufactured in the United States of America.

CIVIL RIGHTS SPECIAL PROVISIONS

Attention of prospective bidders is directed to "Part III, DBE Requirements" of Civil Rights Special Provisions. The successful bidder will be required to meet the specified goals or provide well documented information to assure that good faith efforts have been pursued before award of contract is made.

On this contract the goal for DBE participation is 0%.

Example Bidding Documents: Construction Contract

CONSTRUCTION CONTRACT

(DRAFT – DO NOT SUBMIT WITH BID)

THIS AGREEMENT, dated this ____ day of _____, 20--, by and between the City of _____, Idaho, a municipal corporation of the State of Idaho (hereinafter, "City") and _____, (hereinafter, "Contractor"):

WITNESSETH:

WHEREAS, pursuant to the invitation of the City, extended through an officially published "Advertisement for Bids", the Contractor did, in accordance therewith file with the City a proposal containing an offer which was invited by said notice; and

WHEREAS, the City has determined that said offer was the lowest qualified proposal submitted:

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1.

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the work to be performed are this Contract, pages one (1) through (_) and the following:

1. Advertisement for Bids;
2. Project Specifications titled: _____;
3. Bid/Proposal of the Contractor, dated _____, 20--, to be physically attached to this contract;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, to be physically attached to this Contract;
8. Civil Rights Provisions;
9. Buy America Provisions;
10. Required Contract Provisions, Federal-Aid Construction contracts; FHWA 1273
11. Davis Bacon Wage Determination

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

ARTICLE 2.

WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents.

ARTICLE 3.
CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Contract shall be substantially complete on or before _____ (date), unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4.
CONTRACT SUM

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount of _____ DOLLARS (_____). Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5.
INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6.
SCOPE OF SERVICES

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the Engineer and the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

ARTICLE 8.
CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the Project Engineer/Engineer and the City.

ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the City of _____.

ARTICLE 10.
ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

ARTICLE 11.
LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

ARTICLE 12.
SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

ARTICLE 13.
COMMUNICATIONS

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor:

City: City of _____

Address_____

_____

__City, Idaho__ZIP

IN WITNESS WHEREOF, said Contractor and the City have caused this Contract to be executed on the day and year first above written.

Contractor:

_____

City:

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

Approved As To Form:

_____

_____, City Attorney

ACKNOWLEDGMENT

On this_____ day of _____, 20--, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

_____

Notary Public for _____

SEAL

Residing at _____

My Commission Expires_____

Example Bidding Documents: License Requirements

LICENSE REQUIREMENTS FOR
PLUMBING, ELECTRICAL, AND HVAC WORK

The contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by a contractor unresponsive and void.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named, except as stated in Subsection 107.03 - Licensing of Contractors.

The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.

Note: Idaho Code Section 67-2310 also states "No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor.

A. Plumbing work by:
_____residing at_____ whose Idaho Public Works Contractors License No. is _____ Plumbing Amount: $_____.

B. Electrical work by:
_____residing at_____ whose Idaho Public Works Contractors License No. is _____ Electrical Amount: $_____.

C. HVAC work by:
_____residing at_____ whose Idaho Public Works Contractors License No. is _____ HVAC Amount: $_____.

Explanation as to why completion of this form is not required:

_____

Project: City of , Idaho
TAP *Project Name – 20—*
Federal Project No.
Key No.

Example State/Local Agreement

STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **>**, acting by and through its >, 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 www.itd.idaho.gov/manuals/manualsonline.htm.

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. Federal participation in the project is at the rate of >%; local participation is >%. The maximum Federal-aid for this project is $>.

4. 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) - $
   b. Right-of-Way - $
   c. Utilities - $
   d. Construction Engineering - $
   e. Construction - $
   f. Total Estimated Project Costs - $

5. The Sponsor**'s** match for this project will be provided as follows:

   a. Cash in the amount of _____ percent of the entire project (currently $>);

   b. In-kind services in the amount of $, as itemized fully in the attached Exhibit A. The value of all in-kind services must be approved on form ITD-2395, Request for Federal-aid on No-Bid Items of Work (Force Account).

6. *(must be used for roadway projects)* 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.htm.

   or *(for non-roadway projects, i.e. buildings, paths, etc. use the following wording)*

   This project shall be designed and constructed to an approved adopted standard. In the event that the Sponsor does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Roadway Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see http://itd.idaho.gov/manuals/ManualsOnline.htm), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project. Design standards for this project shall include the 2010 ADA Standards for Accessible Design in effect on the date of this Agreement

SECTION II. That the Sponsor shall:

1. Provide a funding match of >% of the Total Estimated Project Costs of $>, and assume responsibility for all costs of the project over and above the $> federal-aid limit.

2. Pay to the State the sum of **> ()**, estimated to be the total expense to the State for this project. 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**.** All checks shall be mailed to the >.

3. 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.

4. 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.

5. 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.

6. 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.

7. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

8. During construction of the project, provide inspection services, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all change orders to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

9. 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.

10. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

11. 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 a maximum of $>.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the

three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Maintain the project upon completion to the satisfaction of the State. 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

(OR)

preservation of the pathway as is necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor**'s** jurisdiction.

14. Assure public access and adhere to the planned use of the project as proposed in Exhibit A for a period of > years, which is commensurate with the investment of Transportation Enhancement funds. *(Use this wording when the project involves restoration/rehabilitation of historic structures.)*

Proposed Periods
1-50K 5 yrs
51-300K 10 yrs
301-500K 15 yrs
501K – 1M 20 yrs
> 1M 30 yrs

15. Comply with Exhibit B, Title 49 CFR, Part 21, attached hereto and made a part hereof.

16. Comply with all other applicable State and Federal regulations.

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

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of $>.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and

decisions within the general scope of the plans and specifications.

5. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review for approval all change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

6. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of >%, up to a maximum of $>.

7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

8. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the 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 Engineering Services Division Administrator, and executed for the Sponsor by the <, attested to by the <, with the imprinted Corporate Seal of <.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

_____
Engineering Services
Division Administrator

RECOMMENDED BY:

_____
District Engineer

ATTEST: **>**

_____ _____
> >

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS _____

hm:

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **>**, hereafter called the **CITY,** for development and construction of >; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project > is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

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

(Seal) _____

City Clerk

Exhibit B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program
Organization and Staffing

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

Assurances of Non-Discrimination
49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations**

were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.

2. That it will promptly take any measures necessary to effectuate this agreement.

3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

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

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.

5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

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

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

1. grants and loans of Federal funds,

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

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

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

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

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

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

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

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

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

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

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

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

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

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

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

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

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

Distribution: EEO Office
Exhibit B revised: 03-09, 08-10

Attachment 1

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

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

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

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

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

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

5. **Sanctions for Non-compliance**
   In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
   - Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement

as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Attachment 2

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

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

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

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

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

Materials Operation Memo No. 17B

<u>MATERIALS SECTION</u> MATERIALS OPERATIONAL MEMORANDUM NO. 17B

DATE OF ISSUE: April 17, 2015

SUBJECT: Transportation Alternatives Program Materials Acceptance

FOR THE SPECIAL ATTENTION OF: District Engineers
District Materials Engineers
District Project Development Engineers

DATE OF REVIEW: April, 2016

The Transportation Alternatives Program was created by congress through MAP-21 and provides funding for alternate transportation. ITD has taken this program and implemented it as the Community Choices Program. For the purpose of this memo, the roadway prism is defined as the area beneath the roadway surface, including paved shoulders but excluding unpaved shoulders, curb, gutter, and sidewalks.

Because of the limited funds and the nature of the construction work, materials requirements for Community Choices Projects will be as follows:

For all projects:

- The Independent Assurance program will not apply, supersedes Quality Assurance (QA) Manual Section 300.00.
- The Life Cycle Cost Analysis will not apply, supersedes Materials Manual Section 540.00.
- Widening of the roadway will only be required to match the existing roadway section.
- Non-infrastructure projects (those without physical improvements) will not require materials acceptance or materials certification.
- For acceptance and Materials Certification for reimbursement of funds, refer to QA Manual Section 200.02 & 401.00. A letter from the Sponsor to the Department indicating certification of the materials and a District Engineer Final Letter of Acceptance, will be required. The Sponsor's letter will certify the materials met the requirements of the contract. See attached example.
- The Contractor shall test as required and certify the materials to the Sponsor.

<u>All projects on the NHS, and any structural improvements such as bridges or bridge extensions, cantilever signs, traffic signals, and luminaires for projects on any system shall follow ITD's Policies and Manuals (e.g., QA Manual and Materials Manual).</u>

- The design, materials sampling and materials testing must conform to the ITD Materials Manual and the Quality Assurance Manual with Minimum Testing Requirements.

- Applicable phase reports must be submitted and approved per ITD Materials Manual Section 200.00.

For projects not on the NHS (Not including structural improvements):

- Only a Materials Design Summary form will be required, Materials Phase Reports will not be required. See attached form.
- The minimum testing requirements will be accomplished by the contractor. Acceptance of material will be by written certification by the contractor to the sponsor.
- For laboratories and samplers/testers, A2LA and ACI will also be accepted, supersedes QA Manual Section 200.00.
- Idaho Standards for Public Works Construction (ISPWC) standards and testing may be used at the written request of the Sponsor and approval by ITD.

Please contact the Construction/Materials Engineer at 208-334-8426 if there are any questions.

Karen Merrick

Karen A. Merrick, PE
Construction/Materials Engineer

Transportation Alternatives: Materials Design Summary

Transportation Alternatives
Materials Design Summary

Project _____
(name, number or description)

Where allowed in the Transportation Alternatives Construction/Materials Memorandum 17B, this form is a substitution for approved materials phase reports.

Use this form to indicate the items that will be used on the project identified above and submit to the District for approval. Materials approved on this form must be specified as described in the project contract.

√	Items
☐	Portland Cement Concrete – ½" commercial mix designed for compressive strength of not less than 3000 psi or in accordance with local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer. Used for sidewalk, curb, curb & gutter, slab foundation for cabinets or sign post foundations
☐	Hot Mix Asphalt – 3/8" to ¾" commercial mix design with at least 58-28 PG asphalt binder or in accordance with local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer. Used for bike or pedestrian path or bituminous curb
☐	Traffic Signs & Posts – Signs not greater than 25 sq. ft. in accordance with local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer.
☐	Traffic Signal Poles, Lighting Poles and Pedestrian Poles – in accordance with local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer.
☐	Pavement Markings – local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer.
☐	Concrete Barriers – per local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer.
☐	Drainage Culverts & Installation – per local standards stamped by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer.

☐	Aggregate Materials – from commercial sources approved by an Idaho licensed Professional Engineer and approved by the ITD District Materials Engineer. Includes ½" crushed gravel, ¾" crushed gravel, pipe bedding, and imported granular material

Any items not listed above, including roadway items and structural members, i.e., pedestrian foot bridge, traffic signs larger than 25 sq. ft., must have the appropriate phase reports approved per ITD Materials Manual Section 200.00.

_____

Submitted by Title Date

_____

Reviewed and Approved by District Materials Engineer Date

TAP Materials Certification Letter

[Local Agency Letterhead]

[Date]

Idaho Transportation Department
District Engineer [Name]
[Address]

Re: Transportation Alternatives Project [number and/or description]

Dear Mr. / Ms. [name];

The referenced project has been completed and I have performed a final inspection on [date]. During the inspection, I found that all construction items provided for and contemplated by the contract were completed satisfactorily.

There has been a review of the project files and it was determined the contractor has provided the required materials certifications and any other required documents.

As acting official of [Local Agency], I hereby certify the project requirements were met and we accept the project.

Sincerely,

[name]
[title]

Example Bidding Documents: Civil Rights

Idaho Transportation Department
Title VI of the Civil Rights Act of 1964 Program
Pre-Award Assurance Checklist

This assurance checklist must be completed, signed, and returned to the ITD EEO Office as part of your funding process. Below are the requirements to assure non-discrimination in local public agencies (LPA) transportation projects. This checklist also serves as a preview to you as to the processes, procedures, policies, and documentation that will be expected at a formal Title VI Review by ITD's Equal Employment Opportunity Office (EEO).

In order to be awarded federal financial assistance, the LPA must certify that it will provide the following information when required, and where applicable in conjunction with reporting requirements and/or a Title VI Review. This checklist also serves to document that the LPA currently has in place, or will be able to implement, where applicable, the following processes and procedures.

Data Collection – A process to collect the following:

Y____N____ Breakdown of LPA employees by race, gender and position held.

Y____N____ Number of (ITD) federally funded projects awarded or ongoing during the past two years.

Y____N____ Log showing Title VI complaints received during past two years (number, how resolved, issues involved) if any.

Y____N____ Attendance at public hearings tracked, broken down by race, gender, disability.

Y____N____ Statistical data collected on race, gender, disability for communities impacted by construction projects.

Y____N____ Statistical data collected on race, gender, and disability for all right-of-way relocatees.

Staffing:

Y____N____ Staff designated to have Title VI coordination responsibilities (in conjunction with other duties).

Policies, Procedures, Processes:

Y____N____ Title VI Policy or Policy Statement in place for your organization, signed by the Sponsor.

Y____N____ Proof of public dissemination of Title VI Policy or Policy Statement.

Y____N____ Process for handling Title VI complaints from the public.

Y____N____ Proof of public dissemination of complaint procedure.

Y____N____ Planning, public involvement guidelines, and public involvement policies reviewed for compliance with Title VI.

Y____N____ Procedures in place to ensure that equal opportunity is being considered in the hiring of employees and the award of contracts/agreements.

Training:

Y____N____ Has staff received any Title VI training (formal or informal)?*

Planning Activities – Documentation to show (if not performed for you by ITD):

Y____N____ Minority members of the community are actively sought out to participate in public hearings.

Y____N____ Accessible locations, adequate notice, and language translation services are considered or provided during the coordination of public hearings.

Y____N____ The project for which funding is sought complies in all aspects with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

Contracts & Agreements:

Y____N____ LPA-issued contracts/agreements contain Title VI non-discrimination assurances.

Design/Environmental Activities – Documentation to show (if not performed for you by ITD):

Y____N____ Minority members of the community are actively sought out to participate in public hearings.

Y____N____ Accessible locations, adequate notice, and language translations services are considered or provided during the coordination of public hearings.

Y____N____ Location and design manuals, directives, operational procedures, guidelines and policies reviewed for Title VI compliance.

Right-of-Way Activities – Documentation to show (if not performed for you by ITD)

Y____N____ Title VI language incorporated in all acquisition, negotiation, property management communications and contracts.

Y____N____ Title VI language and assurance statements included in all surveys for property owners and tenants after conclusion of all business.

Y____N____ Values and communications associated with appraisals conducted in an equitable and non-discriminatory manner.

Y____N____ Deeds, permits, and leases contain Title VI compliance clauses.

Construction & Maintenance Activities – Documentation to show (if not performed for you by ITD)

Y____N____ Contractor selection procedures have been reviewed to ensure uniformity in their application to minority and non-minority contractors.

Y____N____ Minority contractors and subcontractors are informed about contracting opportunities with the LPA.

Y____N____ Title VI assurances included in all LPA-issued contracts, subcontracts, and material supply agreements.

Sponsor must return a copy of this completed form to:

Ken Angell
Idaho Transportation Department
EEO Office – External Programs
PO Box 7129
Boise, ID 83707-1129

Or email:
Ken.Angell@itd.idaho.gov

_____
Sponsor Name/Phone Number

_____

Sponsor Signature

_____

Title

_____

Date

*Title VI training can be provided by the ITD EEO Office upon request. To discuss training or Title VI requirements, reviews or reports, contact Ken Angell, EEO Administrator, 208-334-8884 or email Ken.Angell@itd.idaho.gov.

APPENDIX B: NON-INFRASTRUCTURE PROJECTS

National Highway Traffic Administration (NHTSA) SR2S Toolkit

The Toolkit
The NHTSA toolkit was designed to assist you in initiating and implementing a SR2S program. Many successful SR2S programs began with just one or two volunteers organizing an International Walk and Bike to School Day (www.walktoschool-usa.org), using the energy generated from a single event to build a SR2S program. Other SR2S programs were created through a community-wide Task Force organized by public officials to address traffic issues. There is no "right" way to start the program. Customizing your program to the needs of your community will ensure the success of your program but your chance of success will increase if you follow in the footsteps of the pilot programs.

Successful SR2S programs in the United States have incorporated one or more of the following approaches:

The Encouragement Approach uses events and contests to entice students to try walking and biking.

The Education Approach teaches students important safety skills and launches driver safety campaigns.

The Engineering Approach focuses on creating physical improvements to the infrastructure surrounding the school, reducing speeds and establishing safer crosswalks and pathways.

The Enforcement Approach uses local law enforcement to ensure drivers obey traffic laws.

Although each element can stand alone, the most successful programs have integrated elements from all four approaches. Each time the program is adapted new ideas emerge. Use research data, innovation, and imagination to develop a program that best suits your school and community.

How to Get Started- Who is Involved?

The Champions
Champions are individuals whose passion and enthusiasm will give life to the program. Every SR2S program needs at least one champion. The champion can be a teacher, a principal, even a child, but usually the champions are parents who want to ensure a safer environment for their own children. Often they are avid walkers or bicyclists and set a positive example with their own travel behavior. Champions are the key organizers of the program, overseeing activities at their school and working with champions from other schools to share ideas.

The Safe Routes to School Team
A SR2S team, organized by the champion(s), consists of parents, children, teachers, principals, and neighbors of a single school. The team should seek to gain official school status, either as a committee of the PTA or as a part of the school's Site Council or Safety Committee. The team gathers information about their school through surveys and traffic counts, organizes incentive-based events and contests to encourage students to try new modes of transportation, and promotes the program through school newsletters and other means to reach parents and students.

The Safe Routes to School Task Force

SR2S teams within a common geographic area are often more successful and have a wider sphere of influence when they unite to form a community-wide SR2S Task Force. The SR2S Task Force should involve neighbors, city and school staff members, and elected officials. This community-wide Task Force can produce a comprehensive document for the whole community that can be easily reviewed and addressed by the public agency responsible for street improvements. This SR2S Improvement Plan can include recommended infrastructure enhancements to the areas surrounding the schools, increased traffic enforcement, and community education to promote safety.

The basic components of the Safe Routes to School Program outlined in this toolkit are:

- **Activities and Outreach**
- **Mapping the Routes to School**
- **Classroom Lessons**

The overview section of this toolkit describes the basics of a SR2S program. The Promotions Toolkit provides ideas about events and contests, as well as other tips to generate interest in the program. The Safe Streets Toolkit helps you map routes to schools in your community and provides information on practices used to ensure traffic safety. The Classroom Lessons section provides ideas that will encourage students to reflect on their transportation choices and teach them basic safety skills. The toolkit also supplies you with sample SR2S forms, press releases, posters, and other resources.

Fitting a Team Together

The community-wide Task Force serves as an access point to these officials. If your program is not a part of a Task Force, notify city officials yourself. Officials from your local municipality are important partners because they can provide resources, are effective in building community support, and can influence policies that will lead to improved bicycle and pedestrian travel facilities. Contact law enforcement personnel, city council members, and public works and public health staff members and describe your plan to form a SR2S team and what you hope to accomplish through this program. Invite them to your first meeting and continue to keep them informed.

In your letters to these community leaders, outline the resources you need. Traffic engineers and the public works department can provide maps and help to evaluate the safety conditions near your school (See the Safe Streets Toolkit). Law enforcement can patrol your event and provide safety training for the children. Elected officials can help make key decisions and build community support. Tell these partners how their efforts will meet their department's goals, that it will be a useful public relations tool, and will improve the health and safety of the community.

Your program should involve the following stakeholders:
— Parents
— Students

— Teachers
— Neighbors
— School Staff Members
— City or County Staff Members
— Elected Officials
— Businesses
— Community Groups
— Law Enforcement/Crossing Guards

Create Agreements
It is important to have the cooperation of all agencies responsible for implementing a SR2S program. Get partnership agreements from your local municipality, the school board and principal of your school (see Resources for samples). These agreements should indicate that the agency supports the program and will participate by providing staff resources. City governments need to provide police enforcement for events and enlist the cooperation of the public works department in mapping the routes and identifying safety improvements. The principal and school board need to set aside some class time for the program and be willing to help promote events and contests.

Collect Information
The first step for any SR2S program is to collect your baseline data through surveys and traffic counts (See Promotions Toolkit for details) to learn how students currently arrive at school.

Student surveys will enable you to determine how children get to school. A quick daily show of hands during homeroom is often enough to get a feel for student travel habits at your school.

Traffic counts will supplement this information by determining how many vehicles enter school grounds to drop off children.

Parent surveys measure attitudes and identify obstacles and opportunities for changing behavior. Traffic and crash data, which can be obtained from your state's department of transportation and department of public health, will help to convince officials of the project's importance.

Events
Walk and Bike to School Days are a great way to inaugurate your program and generate enthusiasm (see Promotions section for details on organizing this event). International Walk to School Day, held the first Wednesday in October, offers an opportunity to plug your school into a successful worldwide movement. Schools across the nation have used this event to launch ongoing and permanent safety and education programs, and secure funding for street improvements. Schools that have success with International Walk to School Day can keep the energy alive by organizing Walk and Bike to School Days, either weekly or monthly. Even if you start with a small number of ongoing participants, continue to promote your events and they will have a cumulative and lasting effect. Other event ideas are described in the Promotions section.

Contests
Contests are an ideal way to get children's attention and motivate them to try something new. Contests can take many forms. Children can think about real world issues through art projects or essays. Challenge students to travel to school in different ways and reward them either individually or reward

the entire class. The ultimate goal is to engage students through a contest to discover the value in walking or biking to school, without receiving an award.

Teach Children in the Classroom
Teaching children basic pedestrian and bicycle skills is vital to the success of your SR2S program. Rodeos and obstacle courses are examples of fun activities for students. Teaching health, fitness, and the environmental consequences of various transportation modes enhances children's ability to make healthy choices in their lives, which will have a positive impact on the community and our Earth.

Map the Routes
The Safe Routes to School Task Force focuses on developing a Safe Routes to School Improvement Plan. The SR2S Task Force will identify a focused area surrounding the schools, mapping the routes that children currently take to school, suggest safer routes when necessary, and recommend improvements. Walk the routes in groups and identify safety issues, using the Safe Routes Checklist and locating them on a map. Involve the students and have them map the routes themselves. Those who walk and ride regularly already are familiar with their streets, while those who do not, will begin to learn about their neighborhood. Working with local government staff, develop a SR2S Improvement Plan for addressing such safety issues as speeding cars, dangerous intersections, and missing or ineffective crosswalks, sidewalks, and bike lanes.

Escort Programs
Many parents would like to allow their children to walk or bike to school but are afraid of letting them walk or bike alone. Escort programs address the immediate need for safety and complement more permanent infrastructure improvements. The "Walking School Bus" (or "Bike Train") involves adult volunteers who accompany children to school, stopping at designated locations where children can join the "bus" or "train" at pre-arranged times (see more about the "Walking School Bus" in the Safe Streets section). Escort programs require a commitment of volunteer resources and good coordination.
A crossing guard program can train volunteers to help children cross the road. School districts should be encouraged to place guards at particularly dangerous crossings. Other escort programs provide monitors on the street or find neighbors to offer their homes as Safe Houses. This is a form of community participation that urban visionary Jane Jacobs called "Eyes on the Street," and is particularly useful in urban areas where crime is a major concern.

Carpools and Buses
Many children live too far from school to expect them to walk or bike to school. This is especially true for children who attend private schools. Some schools offer a bus program, using yellow school buses or through agreements with city bus services. If so, include a carpooling and bus component in all your SR2S activities and encourage parents to form carpools with special incentives such as preferred dropoff areas for carpools. Hold neighborhood coffees at the beginning of the school year to help parents meet their neighbors and arrange carpools. In addition, create special contests for parents who carpool, with awards such as free baby-sitting or romantic get-a-ways. Organized "Walking School Buses" and "Bike Trains" can become carpools on stormy days.

Keep Your Program Alive
It takes time to develop new cultural attitudes about transportation. Be sure to reintroduce your program every year at the beginning of the school year. You should:

- Hold a kick-off event or assembly to get students excited.

- Notify parents by including information about the program in the parent packages that are mailed home at the start of the school year.
- Hold regular SR2S team meetings at a time when most interested people can attend.
- Meet with the principal and teachers at the beginning of the year to plan in-classroom activities for the year.
- Hold neighborhood coffees to encourage parents to form "Walking School Buses," "Bike Trains" and carpools.
- Keep your school community up-to-date on the latest street improvements. Every new success builds increased support for the program.
- Keep measuring your success through new surveys. The greatest satisfaction comes from seeing the increase in the number of children walking and biking to school and the reduction of cars entering the school grounds.
- Be sure to inform your community through press releases and newsletter articles.
- Join government advisory groups and attend city council and school board meetings.
- Reward yourselves and celebrate every success, large or small.

Download the entire NHTSA SR2S Toolkit at:

http://www.nhtsa.dot.gov/people/injury/pedbimot/bike/safe-routes-2002/toc.html

Suggested Local Program Coordinator Job Duties

The list below contains suggestions for the role of the Local Safe Routes to School Coordinator (LSRC). Job duties for local coordinator should include, but are not limited to the following tasks:

- Establish a local task force to assist with developing a sustainable SR2S program at each school;
- Work with the SR2S task force to establish a plan with goals, strategies and project timelines;
- Schedule and facilitate a kick-off meeting for all schools benefiting from funding;
- Schedule and facilitate volunteer meetings to finalize event dates, materials needs and marketing;
- Schedule and facilitate encouragement events (eg International Walk to School Day);
- Schedule and facilitate pedestrian and bicycle safety skills training for students;
- Attend Back to School nights, Open Houses, attend public events, and school district meetings to promote the SR2S program;
- Develop/disseminate public awareness materials to increase safety and participation in walking and bicycling;
- Work with schools and students to incorporate incentives programs at all participating schools;
- Evaluate the impact of different incentives used to increase use of non-motorized transportation;
- Work with transportation professionals, law enforcement and parents to conduct neighborhood assessments and school site assessments using the attached forms to identify hazards on the recommended routes to school;
- Create a prioritized list of the type of improvements needed to make the routes safe for walking and biking;
- Create maps of the preferred routes to school that can be easily interpreted by students (instructions attached);
- Establish neighborhood SR2S safe house programs, and "Corner Captain" program for volunteers to help supervise morning and afternoon commute to schools;
- Consult with the Task Force members to determine best methods to reach students, parents, teachers, drivers about best practices that promote walking and biking;
- Research all of the Five E's involved in SR2S http://www.saferoutesinfo.org/resources/index.cfm.

Example Taskforce Invitation Letter

(on School Letterhead)

DATE

NAME
ADDRESS
CITY, STATE ZIP

Dear Mr./Ms. _____,

You are invited to join a small team of people in an exciting new program here at _____ School – the Safe Routes to School program. The purpose of the Safe Routes to School (SR2S) Taskforce is to ensure that walking and cycling routes to the school are provided for our children, as well as to provide safety and education training to them about walking and bicycling. Through this program, it is our desire to 1) improve the environment around the school to encourage walking and bicycling to and from our school, and 2) expand the school's curriculum and activities to include safety and education programs that will teach our children pedestrian and bicycling safety, as well as hold events to encourage walking and bicycling.

We have scheduled a SR2S Taskforce kick-off meeting on DATE, at TIME. The meeting will be held at LOCATION. Refreshments and childcare will be available, and we look forward to seeing you there! Please RSVP to me at PHONE NUMBER or EMAIL so I can plan accordingly.

Thank you in advance for your help with this important program.

Sincerely,

NAME

Cc: Principal _____

Invitation Letter Tips

- *Send 3-4 weeks prior, include a brief explanation of purpose and meeting goals*
- *Include details on meeting time and location, if possible, use school letterhead*
- *Specify length of meeting, mention refreshments, childcare*
- *Ask for RSVP, add personal note*
- *Make reminder phone calls, keep original mailing list*

Example Kickoff Meeting Agenda

YOUR SCHOOL NAME
Safe Routes to School Taskforce
Introductory Meeting Agenda and Team Leader Notes
DATE
Time (1 – 2 hours)

The SR2S Team Leader will need to establish a date, place and time that most members can meet. It will be important to invite (see Sample Invitation Letter) and call potential taskforce members. Be clear about explaining what each person should expect as a goal for the meeting.
An agenda should also be ready for distribution at the meeting. This will keep the team focused on what needs to be completed in a short period of time. A sample agenda is provided below with Team Leader notes.

Introductions
Ask each participant to provide their name, affiliation (organization, school, parent, etc.), and their job as it may relate to SR2S. Good to ask for a vision for the school/community in 10 years
– gets everyone focused on a positive. Additional fun question could be where did you grow up and did you walk or ride your bicycle to school as a child? The team leader can start the introductions off by sharing background, why involved, and how he/she heard about SRTS.

Review Purpose of Safe Routes to School
Purpose of SR2S taken from Federal Guidance:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- To facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

The team leader can provide the team with a fact sheet about the health, safety, and environmental concerns that SR2S addresses. This will help people understand the need for the program and provide them with information to share with family, friends, and other people in the community.

The "5 Es" of Safe Routes to School

- Education
- Encouragement
- Enforcement
- Engineering
- Evaluation

Discuss: Why is a Safe Routes to School program important for our School?

Remember to allow plenty of time for the participants to talk about their concerns. Keep a running list of problems and ideas for solutions; discuss a vision for your school community and what the first activities will be. It may be helpful to bring large sheets of paper to write ideas for all to see. Summarize the discussion by making a list of goals for the program. Role of meeting facilitator is to move participants from identification of concerns/issues to positive solutions and then to broad goal statements. These goal statements should be simple and straightforward, including Federal program goals as well as others the participants identify (example: increase traffic safety for children walking to school, alter unsafe pedestrian and bicyclist behavior among students, educate parents who drop off kids, etc.).

Function and expectations for Safe Routes to School Task Force

Task Force members will be valuable in building support for the SR2S program. The level of participation of members will vary depending on the tasks the team is trying to complete.
Discuss the planning process and share examples of tasks so members can evaluate their level of commitment and the time they could contribute: ex. assisting with data collection, helping to coordinate an event, outreach to others.

Questions and Answers

Next Steps
Explain what next steps will be. Ask for volunteers and assign responsibilities. If you have a large group, may want to consider subcommittees. Key areas include Mapping, Outreach,
Developing SR2S Plan, and Implementation. Ask for support and involvement from everyone and assign some responsibilities to be completed prior to the next meeting. Set the date for future meetings.

Taskforce Team Member Expertise

The stakeholders below should have familiarity with issues related to their area of expertise.
The SR2S Local Coordinator/ Team Leader can let each stakeholder know what they would like them to focus on in relation to input for the team meetings. This will expedite gathering vital information if stakeholders know in advance what they are expected to contribute to the team. The following is a list of potential candidates to consider asking to volunteer on your SR2S taskforce, and their typical areas of expertise. Use the Stakeholder Interview Sheet (on the following page) to help identify how they can contribute.

Stakeholders	Names
Principal / Assistant Principal Current school attitudes and policy on walking/biking to school	
Parent Teacher Association and Parents Enthusiasm of the organization and the support network of parents, identification of volunteers	
Teachers Physical education, health, school nurse/school health committee representative	
Law Enforcement (resource officer, traffic officer, etc) Current training for crossing guards, current traffic laws, current means to enforce school zone compliance	
Community and Design Professional Familiarity with land use issues, experience with successfully obtaining funding for improvement projects	
School Crossing Guard School walking routes, student and parent bike/ped and driving behavior	
Elected City/County/Township Staff Representative Level of initial interest to support walking and biking in the community, policies to support walking/biking in the community	

Stakeholder	Names
MPO/RPO/Independent County Current policies and plans to support walking and biking. Current projects that support walking and biking close to the schools, extend of the resources available within the region or county to support the SR2S effort	
Local Transportation or Traffic Engineer Current municipal policies and plans to support walking and biking, current projects that support biking and walking close to the school, extent of the resources available within the municipality to support the SR2S effort	
Transportation Department (ITD) Representative Current policies and plans to support walking and biking. Current projects that support biking and walking close to the school, extent of the resources available within state agencies to support the SR2S effort	
Local bicycle and pedestrian Clubs or advocates Positive relationships with local government staff, volunteers	
School District Administrator Current procedures and plans to support walking and biking, current projects that support walking and biking close to the school. Extent of the resources available within the school district to support the SR2S effort.	
School District Transportation Coordinator and/or Facilities Director Current number of students who can walk or bike to school, established walking/biking radius for the schools, Hazardous Busing locations	

Stakeholder	Names
Neighborhood Association Member Ability to communicate to school neighbors	
Local Businesses Ability to offer sponsorship/support	
Children who are already walking to school Knowledge of safety hazards, behavior patterns and walking routes	
EMS/Fire Department Representatives Input on suggested engineering treatments as they relate to emergency response needs	

Tips for Running Task Force Meetings

- Establish a regular meeting time and day of the week when most people can attend.
- Make sure everyone involved receives meeting announcements (email may be easier, but you will need to decide if postal mail is best for your group).
- The personal touch always works best – make phone calls to team members.
- Be aware of special populations and make accommodations for them (those who cannot speak English, see or walk).
- Set agendas and stick to them.
- Make your meetings concise and productive.
- Create a warm and welcoming environment – individually welcome each team member, provide drinks and/or snacks, and onsite childcare if necessary.
- Start with small and achievable goals. Grow your program out of the special needs of your community.
- Set a schedule of tasks and events.
- End each meeting with a review of task assignments and set the next meeting date.

How to Create Maps for SR2S using Google Maps

The purpose of this handout is to provide basic instructions for using Google Maps as a Safe Routes to School planning tool. Google Maps is one of several free mapping tools available online. It can assist with SR2S planning by facilitating the creation and distribution of maps with SR2S-relevant information. With Google Maps you can create a walking/bicycling route map, a map showing existing conditions and features, such as the location of crossing guards, crosswalks and sidewalks, or you can create a reference map to indicate locations where improvements may be needed.

Step-by-step Guide

The following step-by-step instructions are adapted from the Google Maps User Guide. The Google Maps User Guide includes additional detail, including a YouTube video, on many of the steps outlined below:

Step 1 Open your browser and go to http://maps.google.com

Step 2 Sign into your Google account by clicking "**Sign In"** in the upper right-hand corner. If you do not have an account with Google already, you must create one.

Step 3 Click **My Maps > Create new map**.

Step 4 Add a title and description for your map. You can also choose to make your map public or unlisted. The difference between the two is similar to the difference between a listed and an unlisted phone number. A public map comes up in search results for Google Maps and Google Earth. An unlisted map can only be viewed by those who know the URL for the map (i.e. those you send the map URL).

Step 5 Add a marker for your school. You can locate your school in Google Maps by entering the school address (i.e. street number, street name, city, state, and zip) in the search bar at the top of the page and clicking **Search Maps**. A point marker and a callout box will appear. To save the school location to your map, click **Save to My Maps** in the callout box and hit **Save**. Put the school name in the **Title** field and pick an icon to represent it by clicking the placemark box in the upper right-hand corner of the call-out box.

Step 6 Add placemarkers, lines, and shapes to your map to represent information important to SR2S planning, such as crossing guard locations, existing bicycle and pedestrian facilities, and locations where improvements may be needed. Use the pan tool to navigate to the general location where you want to add a placemark, line, or shape. You can also zoom in and out either by using your mouse scroll wheel or by using the zoom bar on the right-hand side of the map.

To add a placemark:

- Click on the pin icon. Your cursor changes into a placemark icon with an "X" crosshairs. The crosshairs indicate where the placemark will fall.
- Move the cursor to the appropriate location. If you want to dismiss this placemark, press the Escape key.
- Click your mouse button to place your placemark. It should bounce into place.

- Add a title and description.
- You can also change the icon for your placemark by clicking the icon in the top right corner of the info window. You can also add your own icon.
- Click OK to save your placemark.

SR2S 12-Month Action Calendar helps you plan your encouragement and safety events, meetings and milestones. Use alone or with your Action Plan.

Month	Action
September	
October	
November	
December	
January	
February	
March	

April	
May	
June	
July	
August	

Challenges to Successful SR2S Programs

The following strategies from the NCSRTS can be used to address some of the more common barriers to walking and biking school.

Barrier: Crime/personal safety concerns
Possible Solution

- Emphasize personal safety education, involvement of police, and adult supervision.
- Often communities have Neighborhood Service Coordinators that are associated with the police department and can serve as a liaison between the community and the police department.
- Several "tested" and "untested" resources exist to address personal safety and crime issues for children, including "Making the Peace", a 15-lesson high school curriculum which can be adapted to younger grades, Yellow Dyno (www.yellowdyno.com), a full elementary curriculum using music and activities, The Safe Side (www.safeside.com).
- Work to organize a Walking School Bus program using adult volunteers (parents or community members).

Barrier: Low parent involvement
Possible Solution

- Think beyond the parents – go to the caregivers such as police, coaches, senior citizens, crossing guards, local churches, Boy/Girl Scouts, etc.
- Be prepared to provide more staff time to assist the community until the program takes root.
- Often there are outside organizations working with community groups on parent leadership (particularly in low income immigrant neighborhoods). Partner with them.
- Schools often have their own social workers who are a good connection between schools and home.

Barrier: Local funding process makes local funding difficult to obtain
Possible Solution

- Identify multiple sources of funding (see www.saferoutesinfo.org).
- Involve local government representatives early on. Relate SR2S to outcomes that most resonate with their needs (crime prevention, traffic congestion, safety, etc.).
- Begin attending city council and planning meetings to get SR2S on the radar.

Barrier: Distance between neighborhoods and schools
Possible Solution

- Start small with "park and/or drop and walk programs" (could turn into a regular Walking School Bus!), use as opportunity to make families aware and get them engaged at a manageable level at first.
- Safe Routes to Bus Stops or carpool programs.
- Begin discussion to impact future development (as residential and commercial areas grow, include pedestrian and bicycle infrastructure).
- Begin discussion of school siting issues that may impact future placement of new schools.

- Pick another school.

Barrier: Lack of funding/lack of infrastructure
Possible Solution

- Begin attending local meetings to get SR2S on the radar.
- Connect SR2S benefits to other priority issues in community (safety, traffic congestion, health).
- Identify multiple sources of funding (see www.saferoutesinfo.org).

Barrier: Lack of walking/bicycling culture
Possible Solution

- Begin attending local meetings to get SR2S on the radar.
- Work through existing groups to promote walking/bicycling.
- Connect SR2S benefits to other priority issues in community (safety, traffic congestion, health).