



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller & English

September 24, 2018, 4:00 p.m.

AGENDA

****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS

- Item 1 Approval of Change Order #1, Collection System Telemetry Upgrades – Jim Remitz
- Item 2 Approval of Construction Agreement with ITD for Stormwater Construction on US95 – Chris Bosley
- Item 3 Approval of Maintenance Agreement with ITD for US95 Improvements Near Lacrosse Avenue –
Chris Bosley

Library Community Room
702 Front Street

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 24, 2018
FROM: James Remitz, Capital Program Manager
SUBJECT: Approval of Change Order No. 1 to the Collections System
Telemetry Upgrade Agreement with Power City Electric, Inc.

DECISION POINT: Should the City Council approve Change Order No. 1 to the Agreement between the City of Coeur d'Alene and Power City Electric, Inc., dated April 24, 2018, for construction of the Collections System Telemetry Upgrades?

HISTORY: The need for this project was identified in 2017 and the design of the project (along with a Radio Site Survey Report) was performed by Trindera Engineering in late 2017 and early 2018. After a competitive bid process, Power City Electric, Inc. was selected and entered into an agreement to perform the improvements specified for \$134,405 on April 24, 2018. After the award of the project, the need for the installation of an alternate programmable logic controllers (PLC) and corresponding power sources at each lift station site was identified. Additionally, the need for a new, relocated, UL listed master telemetry unit (MTU) at the Wastewater Treatment Plant was identified. These items comprise the additional cost (\$34,250) of Change Order No.1.

FINANCIAL ANALYSIS: The original contract price for this project was \$134,495. Change Order No.1 will increase the contract by \$34,250 resulting in a new contract amount of \$168,655. Funds for this proposed change order are available in the current (FY 17-18) Wastewater Operating Fund in account # 031-058-4351-7416.

PERFORMANCE ANALYSIS: Power City Electric, Inc. has the experience and expertise to complete the work proposed by this change order.

DECISION POINT/RECOMMENDATION: The council should approve and authorize the Mayor to execute Change Order No. 1 to the April 24, 2018 Agreement between the City of Coeur d'Alene and Power City Electric, Inc., in the amount of \$34,250.

Attachments:

- Proposed Change Order No. 1
- September 18, 2018 Letter from Trindera Engineering
- Proposal Rev 2 from Power City Electric, Inc.



1875 N. Lakewood Drive, Suite 300
Coeur d'Alene, ID 83814
(p) 208.676.8001 (f) 208.676.0100

September 18, 2018

City of Coeur d'Alene
Wastewater Department
765 W. Hubbard
Coeur d'Alene, ID 83814

Attention: Mr. Jim Remitz

Subject: City of Coeur d'Alene
Advanced Wastewater Treatment Facility
Collections Telemetry System Upgrades

Dear Jim:

During 2017, Trindera (TEI) was responsible for the design of the Collections System Radio/Telemetry Upgrades project as part of the annual maintenance/renovation plan. In March 2018, Power City Electric (PCE) was chosen from three (3) qualified contractors as the approved Contractor for this project.

This letter describes, in general, the engineering justification describing the value and reasoning for the approval request of PCE Change Order #1, proposal revision #2 (9/18/18), given the current situation, age, and support of the existing telemetry system.

The aging architecture and underlying issues of the existing City of Coeur d'Alene Collections SCADA system have hindered the system improvements over the past years. The Collections Department has also struggled with vendor and integrator services solely based on technology age and prior vendor selection. The original intent of the current engineering design was to provide the City of Coeur d'Alene Collections Department with one (1) new programmable logic controller (PLC) and one (1) new radio in each of the ten (10) lift stations including one (1) modified existing master control panel at the Collections garage. With this, the extent of the UL state inspection was approved by Mr. John Kraack, state electrical inspector, for modifications to the aforementioned equipment above only, no exceptions.

During initial field inspection of the control panels, it was verified that the existing power supplies will not provide sufficient startup, or "inrush", current for the "power on" sequence of the selected or any modern PLC and would require new UL certification. However, it should be noted, preliminary design review by Engineering deemed the power supplies suitable for "normal" operation of the new PLCs prior to commencement of the project and Mr. Kraack's onsite inspection. Engineering was made aware of the inrush requirement after the "Notice to Proceed" award of the project and that the vendor was to end support and manufacturing of the original specified PLC. With this, the request for an approved replacement PLC to the designed Allen Bradley Micrologix 1400 was solicited and reviewed by Engineering. The replacement PLC was then selected to be an Allen Bradley Compact Logix L1. It is widely supplied and serviced around the Pacific Northwest and is not planned to be discontinued, exceeds all system requirements for controls, and

has a minimized footprint for use within the control panel(s). Local integrators and service technicians are well versed in providing support for this equipment, benefitting the City in case of failure, troubleshooting, or replacement.

With the required modification to the power supplies regardless of any selected PLC, PLC model replacement, and after (1) one onsite inspection, no new field UL inspection for final approval certification would be necessary per Mr. Kraack's email on Thursday, September 6th, 2018. With this, ten (10) new power supplies will be required for the ten (10) PLC replacements. The currently selected PLCs and power supplies meet all manufacturer and engineering specifications, as contractually required.

During field investigations, the Collections Master Control Panel was deemed to be unfit and located outside a reasonable area in relation to the master telemetry antenna/SCADA server and would require UL re-certification for modifications. Engineering requested PCE to provide one (1) new master control panel located in the main floor electrical room in an effort to provide better signal with low losses, more effective connections to the Plant network, and provides cost savings for radio cabling and re-certification. The new control panel provides up-to-date documentation, warranty, and UL certification as required by the State of Idaho.

After thorough review, Change Order #1 - proposal revision #2 (9/18/18) as provided by PCE for the amount totaling \$34,250.00, is deemed acceptable and should be considered for approval by the City of Coeur d'Alene, Idaho, City Council members.

Sincerely,

A handwritten signature in blue ink, reading "Spencer A. Goodall". The signature is fluid and cursive, with the first name "Spencer" and last name "Goodall" clearly legible.

Spencer A. Goodall, P.E.
Electrical Project Engineer
Trindera Engineering, Inc.



E. 3327 OLIVE
SPOKANE, WA 99202
PHONE: (509) 535-8500
FAX: (509) 535-4665

PROPOSAL Rev 2

PROPOSAL SUBMITTED TO City of Coeur D' Alene	DATE 9/18/18
STREET 765 W Hubbard	JOB NAME Collection System Telemetry upgrades
CITY, STATE, AND ZIP CODE CDA, ID 83814	JOB LOCATION 765 W Hubbard
ATTN: Mr Jim Remitz	PHONE: 208-620-3342

Jim,

Below is proposed change order #1 based on our meeting 8/8/18 and RFI #2. This amount is in addition to the contract amount and includes the following.

Inclusion:

- Allen-Bradley Compact Logix L1 PLC
- Allen-Bradley Point I/O Analog Input Module
- Power Supply, 24VDC, 240W
- Credit for Allen-Bradley Micro Logix 1400
- Credit for Allen-Bradley Micro Logix Analog Module
- Updates to already complete MTU drawings
- Updated Spare Parts to reflect new PLC
- UL Listed MTU panel
- Packaging and Shipping
- Electrical permit
- Bond

Exclusions

- Additional Mast and structure supports not included in base bid.
- Analog output PLC modules not specifically included in Woodhawks BOM.
- Programming of PLC and radios (by others per spec)
- Evaluation and integration of Auxiliary PLC (Float Controller) currently installed without documentation in (3) existing panels. Programmer to determine to review PLC logic and advise on functionality.
- Overtime
- UL listing of modified control panels

Total Adder \$ 34,250.00

I look forward to your input on this scope proposal. Feel free to contact me at any time if further questions arise or more detail is needed.

Thanks for the opportunity.
Steve Gilbertz



MATERIAL TOTAL	\$28,975.00
LABOR TOTAL	\$625.00
JOB EXPENSE	\$2,658.24
SUBTOTAL	\$32,258.24
OH & P WOODHAWK	1,423.75
OH&P PCE LABOR	93.75
OH & P MATERIAL	\$75.00
OH & P JOB EXPENSE	\$398.74
TOTAL	34,249.48

DESCRIPTION OF WORK:

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Collections System Telemetry Upgrade Owner: City of Coeur d'Alene	Owner's Contract No.:
Contract: Collections System Telemetry Upgrade	Date of Contract: April 24, 2018
Contractor: Power City Electric, Inc.	Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Proposal Rev 2 from Power City Electric, Inc.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 134,405.00	Original Contract Times: Working days Calendar days Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____ : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____ Substantial completion (days): 0 days Ready for final payment (days): 0 days
Contract Price prior to this Change Order: \$ 134,405.00	Contract Times prior to this Change Order: Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days
[Increase] [Decrease] of this Change Order: \$ 34,250.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 0 days Ready for final payment (days or date): 0 days
Contract Price incorporating this Change \$ 168,655.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 90 days Ready for final payment (days or date): 120 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
_____ Engineer (Authorized Signature)	_____ Owner (Authorized Signature)	_____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 17, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Construction Agreement with ITD for Stormwater Construction on US-95.

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DECISION POINT: Should Council approve the construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard?

HISTORY: As a part of the US-95 reconstruction project at Walnut Avenue, the City would like to install stormwater infrastructure beneath US-95 for future stormwater treatment opportunities. The City is considering the construction of a stormwater swale west of US-95 near Northwest Boulevard. The existing stormwater pipes are on the east side of US-95. This project would construct a pipe under US-95 from the east to the west side to allow for future swale construction.

FINANCIAL ANALYSIS: The financial requirement for work described in this agreement would be paid for by the Stormwater Utility.

PERFORMANCE ANALYSIS: Approval of this agreement will allow for future construction of the proposed swale.

DECISION POINT/RECOMMENDATION: Council should approve the construction agreement with the Idaho Transportation Department for City stormwater infrastructure near the intersection of US-95 and Northwest Boulevard.



CONSTRUCTION AGREEMENT

IC #430 TO LACROSSE AVE, CDA

PROJECT NO. A019(452)

KEY NO. 19452

ITD AGREEMENT NO. _____

THIS CONSTRUCTION AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2018, by and between the **IDAHO TRANSPORTATION DEPARTMENT** ("State") and **CITY OF COEUR D'ALENE** ("City").

GENERAL DEFINITIONS:

<u>Contractor</u>	Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.
<u>Project</u>	The work defined by the plans and specifications developed by the State that is assigned the Project Number and Key Number as shown on the first page of this Agreement.

PURPOSE:

The City proposes to install a storm drainage pipe at no cost to the State during the construction of IC #430 TO LACROSSE AVE, CDA. This Agreement sets out the terms and conditions under which the installation of the City's facilities are to be accomplished.

TERMS:

1. The City will be responsible for the materials, survey and design, saw cut, excavation, installation, backfill, repair of road surface, finish shoulder grading and appurtenances to install a storm drain pipe and manhole near Sta. 60+93.
2. City will provide ITD their design for approval 30-days prior to construction.
3. The City will reimburse ITD for any costs incurred as a result of delay caused to the Contractor by the City. It is the City's responsibility to coordinate with the Contractor.
4. City work to install a storm drain pipe and manhole will be at night. US-95 traffic will be limited to one lane with flagger control. City work will take two consecutive nights to complete, working in half the road section each night. City work will be between the hours of 7:00 PM and 6:00 AM. The road surface will be repaired to a paved surface capable of two lanes of traffic during daytime hours.

5. The Contractor will provide traffic control for the Cities work under applicable contract pay items for traffic control. It is the City's responsibility to coordinate with the Contractor for such traffic control work.
6. Contractor to include City work for two consecutive nights during the work week within the construction schedule. Contractor to provide the project construction schedule to the City during the pre-construction meeting. The Contractor shall provide the City 30 calendar days notice prior to the scheduled City work.
7. Upon completion, the City will provide the State with as-built drawings of the storm drainage installation.
8. After receipt of the as-built drawings, the State will provide the City with a Right-of-Way Encroachment Permit for the City's facility installed within the State's road right-of-way.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for **CITY OF COEUR D'ALENE**

CITY:

CITY OF COEUR D'ALENE

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Recommended for ITD

STATE:

IDAHO TRANSPORTATION DEPARTMENT

By: _____
XX, Project Manager

By: _____
Title: District Engineer

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 17, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of Maintenance Agreement with ITD for US-95 Improvements near Lacrosse Ave.

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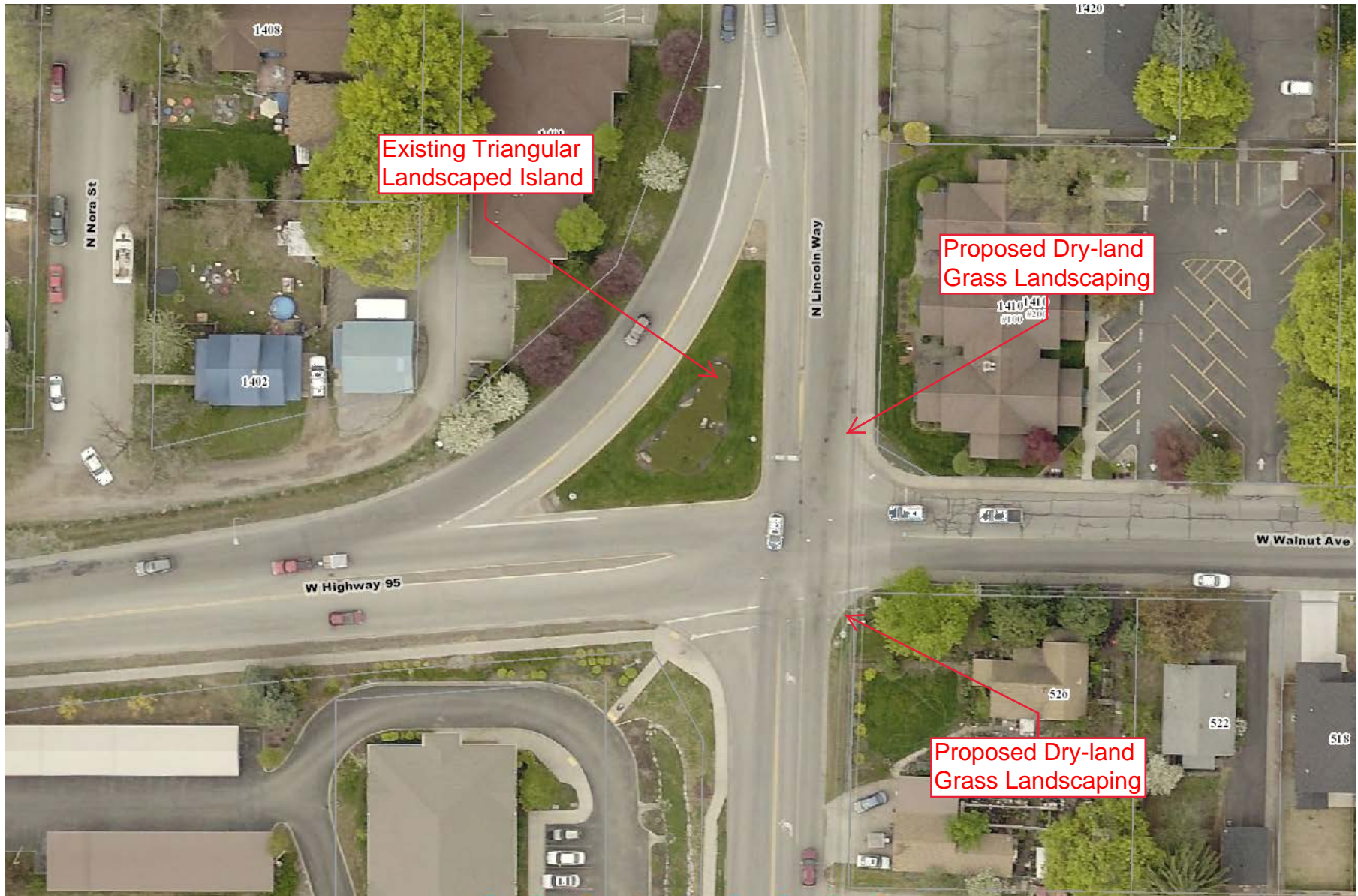
DECISION POINT: Should the City Council approve the maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave.?

HISTORY: As a part of the US-95 reconstruction project, ITD will be reconstructing sidewalk and landscaping. Typically, per their policy, ITD does not maintain these items after construction. This agreement transfers maintenance responsibilities to the City for these items as well as items constructed on our streets. The Coeur d’Alene Parks Department has been involved in discussions with ITD and agrees to mow the dryland grass that is to be planted with this project at Walnut Ave. Maintenance of the sidewalks will ultimately be the responsibility of the adjacent homeowners per our City code.

FINANCIAL ANALYSIS: There is no increase to the financial requirement by the City for this agreement. The Parks Department has been maintaining the triangular landscaped island under a previous agreement. This agreement will be a reduction in maintenance.

PERFORMANCE ANALYSIS: Approval of this agreement will allow for ITD to complete the design phase of this project and move toward construction in 2019.

DECISION POINT/RECOMMENDATION: Council should approve the maintenance agreement with the Idaho Transportation Department for US-95 Improvements near Lacrosse Ave.



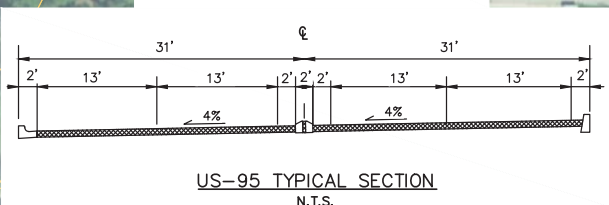
Existing Triangular
Landscaped Island

Proposed Dry-land
Grass Landscaping

Proposed Dry-land
Grass Landscaping



CURVE
 R = 270' (ABOUT CENTERLINE)
 e = 4%
 SPEED (CURVE) = 30 MPH
 POSTED SPEED 35 MPH
 REQUIRES CURVE-SPEED SIGN 30 MPH
 13' LANES SOUTH BOUND FOR WB-67
 13' LANES NORTH BOUND FOR WB-67



DESCRIPTION				DESIGNED GE	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	<div>IDAHO TRANSPORTATION DEPARTMENT</div> 	PROJECT NO.	ALTERNATE 2	English
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED GE			A019(452)	US-95 IC#430 to Lacrosse	COUNTY KOOTENAI
				DETAILED LS	CADD FILE NAME ALT 2_30MPH R270-PE				KEY NUMBER 19452
				DRAWING CHECKED GE	DRAWING DATE Sep. 13, 17				
				HMH ENGINEERING, LLC					SHEET 1 OF 1

APPROVED FOR CONSTRUCTION

PRELIMINARY



Cooperative Agreement For Maintenance Of State Highway US 95

THIS AGREEMENT, made and executed in duplicate this _____ day of _____, 20____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF COEUR D'ALENE, hereinafter referred to as the "City."

WITNESSETH:

1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in *Idaho Code, Section 40-310(5)*, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, 17 and hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

3. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges,

culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. Bridges

Shall be inspected in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's district engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges.

c. Improved Roadsides

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. **Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

e. **Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Interstate Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

14. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
 - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
 - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.

- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
- Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
 - Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
 - Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
 - Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
 - Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

15. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

16. ROUTE DESCRIPTION

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
US 95	429.633-430	0.367	North Lincoln Way, West Walnut Avenue
*City Streets & Alleys within State right-of-way limits	Various	Various	West Lacrosse Avenue, West Linden Avenue, North Lincoln Way, West Walnut Avenue, West Alley

*This includes portions of City streets and alleyways that intersect US 95 or drainage facilities and sidewalks associated with them that will be constructed as part of this project.

17. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK	*City Streets & Alleys Within State Right-of- Way Limits
ROADWAY	US 95 (N. Lincoln Way, W. Walnut Avenue)	
1. Surface Repair	State	City
2. Crack Sealing	State	City
3. Sweeping and Cleaning	State	City
4. Snow Removal	State	City
5. Utilities	City/Utility Companies	City
6. Culverts	State	City
7. Storm Sewers	City	City
BRIDGES		
1. Main Structure	N/A	N/A
2. Pedestrian Walks	N/A	N/A
IMPROVED ROADSIDES		
1. Curbs	State	City
2. Sidewalk	City	City
3. Lawn or Grass Areas	City	City
4. Trees and Planting	N/A	City
5. Medians	State	City
6. Benches and Planters	N/A	N/A
UNIMPROVED ROADSIDES		
1. Ditching	State	City
2. Cleaning	State	City
3. Weed Eradication	State	City
TRAFFIC CONTROL DEVICES		
1. Route Guide Signs	State	City
2. Other Guide Signs	State	City
3. Warning Signs	State	City
4. Speed Signs	State	City
5. Other Regulatory Signs	State	City
6. Highway Lighting	City	City
7. Lane-Line Markings	State	City
8. Other Pavement Markings		
Parking Space Limits	N/A	City
Crosswalks	State	City
Stop Bars	State	City
School Crossing	State	City
Railroad Crossing	N/A	N/A
Lane Control	State	City
ISSUE PERMITS ENCROACHMENTS	State	City
ISSUE PERMITS TRANSPORTATION	State	City

18. DELEGATION OF COSTS

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

19. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

20. TERM OF AGREEMENT

This agreement shall become effective _____ and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ITD Recommendation and Approval

District Engineer's Signature
Maintenance Supervisor's Signature
Highway Operations Manager's Signature

City/County

City/County Name
Mayor/Commissioner's Signature
City/County Clerk's Signature



BICYCLE/PEDESTRIAN FACILITIES

The Idaho Transportation Department is committed to achieving a safe, effective, and balanced multimodal transportation system that includes accommodations for bicyclists, pedestrians, and pedestrians with disabilities, along with motorized transportation modes. This commitment includes developing the transportation infrastructure to improve conditions for bicycling and walking by integrating provisions for bicycles and pedestrians into new construction and reconstruction highway projects through design features appropriate for the context and function of the transportation facility. The design and construction of facilities shall anticipate likely future demand for bicycling and pedestrian facilities, and not preclude the provision of future improvements.

Definitions

A **“bike/bicycle lane”** is a portion of a roadway that has been designated with signing and pavement markings for the preferential or exclusive use of bicyclists.

A **“shared use path”** is a multiuse facility for use by pedestrians and/or bicyclists that is physically separated from motorized vehicular traffic by an open space or barrier, and is within either the highway right-of-way or an independent right-of-way.

A **“sidewalk”** is that portion of a roadway that is intended for pedestrian use, and lies between the curb lines or the lateral lines of the travel way and the adjacent property lines.

An **“Accommodation”** is any facility, design feature, operational change, or maintenance activity that improves the environment in which bicyclists and pedestrians travel.

Facilities

Due consideration shall be given to bicycle and pedestrian needs in the design of new transportation facilities. The following items shall be considered when determining the possible inclusion of bicycle or pedestrian facilities within a project.

- The project’s scope
- Relevant planning documents, such as a corridor plan, local transportation plan, local pedestrian/bicycle policy, or facilities plan
- Limitations due to historic structures, environmental constraints, or other unique project features
- Context-sensitive issues, such as school crossings, transit stops, etc.
- Americans with Disabilities Act (ADA) requirements
- Discussions with local governments regarding any special circumstances, such as high-use recreation traffic generators outside of a city limit (schools, churches, business parks, etc.).

The above list does not represent all possible guidance to be considered when making a determination.

When it has been determined that a bicycle or pedestrian facility should be included within the project, accommodations generally include:

- Inside city limits - consideration of sidewalks and widened outside travel lanes or bicycle lanes.
- Outside city limits - the use of roadway shoulders.

All consideration given to bicycle and pedestrian facilities shall be documented in the project's Concept Report.

Project Costs

When the Concept Report requires the construction of bicycle and/or pedestrian facilities for projects on the State highway system, all costs associated with the construction shall be distributed in accordance with Administrative Policy A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES. Off-system and local bicycle and/or pedestrian facilities shall be the responsibility of the local entity, unless otherwise specified in a state/local agreement executed prior to construction.

Maintenance

The Department is responsible for costs associated with the maintenance of bicycle lanes on the State highway system, unless otherwise specified in a state/local maintenance agreement.

Routine maintenance of sidewalks and separated pathways located on highway right-of-way shall be the responsibility of the appropriate local agency through an agreement completed prior to construction. At its discretion, the local agency may accomplish certain maintenance activities through organized groups or entities that it authorizes. However, the maintenance responsibility remains with the local government agency.

Projects Proposed by Others

Due to the localized nature of non-motorized trips, the Department encourages local units of government to participate in planning and developing infrastructure that will support walking and bicycling.

The Department supports local governments by considering requests to make highway right-of-way available for non-motorized facilities. Future highway expansion or interference with the operational characteristics of the highway may preclude ITD from approving such requests.

Prior to giving approval for a facility, the Department may require the requesting agency to provide detailed analysis of the proposed facility's impacts to the highway in order to determine the acceptability of the facility.

When appropriate, the Department shall negotiate the use of state highway right-of-way only with local governments or other public agencies, not with private groups or organizations. This is to insure that project development, funding, and maintenance issues can be coordinated by an agency that can make a long-term written agreement with ITD. Private groups or organizations may participate as part of the planning process, but only local governments shall be responsible for the facility's planning, construction, and maintenance.

ADMINISTRATIVE POLICY A-28-04

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Signed _____

Date: August 05, 2009

L. Scott Stokes, P.E.

Acting Director

This Policy is based on:

- Title 23, USC Section 135
- SAFETEA-LU Section 6001
- Section 504 of the Rehabilitation Act of 1983, as amended, 29 USC 792
- Title II, Americans with Disability Act
- Board Policy B-09-08, BICYCLE/PEDESTRIAN FACILITIES
- Board Policy B-13-03, ENVIRONMENTAL STEWARDSHIP

Department-wide supervision and coordination assigned to:

- Division of Public Transportation Administrator

Direction for activity and results assigned to:

- Bicycle/Pedestrian Coordinator

Direction for standards assigned to:

- Geometrics Engineer

Department procedures contained in:

- This policy
- Statewide Bicycle Plan
- ITD Design Manual

Former date of A-09-08:

7/1/93 (Formerly numbered A-09-08, which replaced A-09-04, TRAVELWAYS FOR NON-MOTORIZED TRANSPORTATION)

Cross-reference to related Administrative policies:

- A-05-16, MAINTENANCE OF STATE HIGHWAYS
- A-11-01, TRANSPORTATION IMPROVEMENT PROGRAM
- A-19-01, FINANCING CONSTRUCTION OF STATE HIGHWAYS IN CITIES