April 10, 2017

TO: Commissioners, Director and Deputy Directors

FROM: Tom Ferch, Transportation Funding Coordinator

SUBJECT: Key No. 18717, Cherry Lane Street Lighting
State/Local Agreement (SLA) with the Idaho Transportation Department (ITD)
Consent Agenda – April 19, 2017 Commission Meeting

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Executive Summary
This SLA sets out the responsibilities of the parties in the construction phase of the Cherry Lane Street Lighting project. The Agreement must be signed before $579,000 in federal construction funding can be obligated for the project.

Facts & Findings
This project will install continuous street lighting on a segment of Cherry Lane, between Linder Road and Meridian Road, in the City of Meridian. The Local Highway Technical Advisory Council (LHTAC) administers the Local Highway Safety Improvement Program (LHSIP), which is a federally funded program aimed at eliminating fatal and type “A” serious injury crashes on the roadway system. LHSIP projects are rated by a cost benefit ratio, based on an expected crash reduction factor, the service life of the improvement, and the project cost. ACHD, with the support of the City of Meridian, applied for and received funding to install continuous street lighting on a segment of Cherry Lane. In addition to the federal match of 7.34%, ACHD committed $60,000 in local funds and the City of Meridian committed $20,000 to the project.

Per the Stewardship Agreement that was approved on March 15, 2017, ACHD project staff will work directly with ITD Headquarters on this project. If approved, ITD will bid the project after the construction SLA is finalized.

Fiscal Implications
LHSIP funding requires a 7.34% local match. Part of ACHD’s local match has already been paid during the design phase of the project. ACHD is also credited for ACHD staff labor and materials to be supplied during construction. Upon execution of this agreement, ACHD must pay the remaining $7,942.00 required local match. These match funds are budgeted in the approved ACHD FY2017 budget.

Should the project not be carried through to completion, ACHD would be responsible for reimbursing ITD any State or Federal funds expended on the project.
Policy Implications
By signing this agreement, ACHD continues its policy of seeking outside funding sources to supplement general funds. The Cherry Lane Street Lighting project was approved by the ACHD Commission when they adopted the FY 2017-21 Integrated Five Year Work Plan on October 26, 2016. ACHD’s Legal Department has reviewed and approved this agreement.

Alternatives
1. Approve the State/Local Agreement between ACHD and ITD. Authorize Commission President to sign.
2. Direct staff to renegotiate the terms of this agreement with ITD.

Recommendation
Approve the State/Local Agreement. Authorize Commission President to sign the Agreement.

Attachments:
State Local Agreement for the Cherry Lane Street Lighting project (KN 18717)

CC: Project File, Planning and Projects Files, Central File
STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A018(717)
CHERRY LANE; N LINDER RD TO N MERIDIAN RD LIGHTING
ADA COUNTY
KEY NO. 18717

PARTIES

THIS AGREEMENT is made and entered into this ______ day
of ____________, ______, by and between the IDAHO
TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION
DEPARTMENT, hereafter called the State, and the ADA COUNTY
HIGHWAY DISTRICT, acting by and through its Board of
Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the
costs of constructing Cherry Lane; N Linder Rd to N Meridian Rd
Lighting which has been designated as Project No. A018(717).
This Agreement sets out the responsibilities of the parties in
the construction and maintenance of the project.

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
construction of the project.

2. Federal participation in the costs of the project will
be governed by the applicable sections of Title 23,
U.S. Code (Highways) and rules and regulations
prescribed or promulgated by the Federal Highway
Administration, including, but not limited to, the
requirements of 23 U.S.C. §313.23, CFR §635.410, and
28 CFR Part II.
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: https://apps.itd.idaho.gov/PayITD.

4. Checks for funds owed by the State shall be made payable to the “Ada County Highway District”, and mailed to the Accounting Office at 3775 Adams Street, Garden City, Id. 83714.

5. All information, regulatory and warning signs, pavement or other markings, and traffic signals, 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.

6. 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.

7. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated April 21, 2015 and the Stewardship Agreement by and between the same parties dated March 17, 2017, and subsequent revisions.

8. **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. Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions.
granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this Agreement is subject to the laws and regulations of the State of Idaho and of the United State.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's prorata share of construction costs.

2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State’s estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor’s share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.

5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.

6. Appoint the Sponsor as the contract administrator for the State.

7. Within 60 days of receipt of invoices from the Sponsor concerning the contract administration and inspection costs of this project, reimburse the federal participating amount, up to the Federal-aid maximum, if applicable.

8. Upon receipt of contract estimates of construction costs from the Sponsor, process and make payment to the general contractor.

State/Local Agreement (Construction)
Cherry Lane; N Linder Rd to N Meridian Rd Lighting
Key No. 18717
Page No. 3
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be promptly returned.

11. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities caused by or arising out of any negligent acts by State, or State’s officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

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

1. Pay to the State before the advertisement for bids, the amount of **SEVEN THOUSAND NINE HUNRED FORTY-TWO DOLLARS ($7,942)**, which is the Sponsor’s estimated share of the cost for construction, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor’s previous deposit as applies to Preliminary Engineering and the Sponsor’s match for the consulting agreement. These costs and the
Sponsor’s match are detailed in the attached Worksheet for State/Local Construction Agreements marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work.

2. Upon approval of the lowest qualified bid received, if the Sponsor’s share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor’s portion of such excess cost.

3. If the Sponsor’s share of any change order exceeds $1,000.00, the Sponsor will submit the amount due to the State.

4. Estimate the anticipated project completion costs when construction costs reach 85% of the funds that have been obligated for the project. The Sponsor shall monitor construction costs, and if costs are anticipated to exceed 105% of the total project costs, provide for additional funding necessary to complete the project.

5. Submit invoices to the State on a monthly basis for the contract administration costs of this project for reimbursement of the Federal-aid amount, up to the Federal-aid maximum, if applicable.

6. Submit contract estimates of construction costs to the State on a monthly basis.

7. Upon receipt of any statement referred to in Section II, Paragraph 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.

8. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are 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.

9. Subject to the limitations hereinafter set forth, Sponsor shall indemnify, save and hold harmless, and defend regardless of outcome, the State from 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 wrongful performance of the Sponsor. Any such indemnification hereunder by the Sponsor is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the Sponsor shall in no event cause the liability of the Sponsor for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of the State. The execution date of the document reflecting substantial completion will determine completion of the construction phase of the project, and Sponsor shall assume sole jurisdiction over the limits of the project after the date of substantial completion. The State shall remain responsible for final acceptance of the work from the contractor.
EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the President, attested to by the Director, with the imprinted corporate seal of the Ada County Highway District.

IDAHO TRANSPORTATION DEPARTMENT

_________________________________
Engineering Services Division Administrator

ATTEST:

ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS

_________________________________
Director President

(SEAL)

By regular/special meeting on _________________.

Reviewed by FS: DW 2-1-17

hm:18717 SLAConst.docx
## WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

- **Key No:** 18717
- **Project No:** A018(717)
- **Project Name:** Cherry Lane: N Linder Rd to N Meridian Rd Lighting
- **Sponsor:** Ada County Highway District (ACHD)
- **Description of work:** This project will install continuous street lighting on Cherry Lane, between Linder Road and Meridian Road.
- **Date of State/Local Agreement for Project Development:** 4/21/2015

### Estimated Cost of Construction

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Federal</th>
<th>Local</th>
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<tbody>
<tr>
<td>Includes E&amp;C</td>
<td>$478,236</td>
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<tr>
<td><strong>APPROVED FORCE ACCOUNT WORK</strong></td>
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<td>$26,500</td>
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<tr>
<td><strong>PLUS PE BY STATE (from 2101)</strong></td>
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<td>$4,000</td>
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<tr>
<td><strong>PLUS PC BY LHTAC (from 2101)</strong></td>
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<td>$15,000</td>
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<tr>
<td><strong>PLUS PC (from PC Agreements)</strong></td>
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<td>$55,000</td>
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<tr>
<td><strong>MINUS ALL NON-PARTICIPATING</strong></td>
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<td>$0</td>
</tr>
<tr>
<td><strong>PARTICIPATING TOTAL</strong></td>
<td><strong>$578,736</strong></td>
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<tr>
<td><strong>MATCH PERCENTAGES</strong></td>
<td>92.66%</td>
<td>7.34%</td>
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<tr>
<td><strong>PERCENTAGE AMOUNTS</strong></td>
<td><strong>$536,256.78</strong></td>
<td><strong>$42,479.22</strong></td>
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<tr>
<td><strong>MINUS FEDERAL MAXIMUM</strong></td>
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<td>$0</td>
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<tr>
<td><strong>ADJUSTED OVERAGE (If Any Local)</strong></td>
<td><strong>$536,257</strong></td>
<td>$0</td>
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<tr>
<td><strong>LOCAL SHARE OF CONSTRUCTION AMOUNT</strong></td>
<td></td>
<td><strong>$42,479</strong></td>
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</tbody>
</table>

### Adjustments

- **PLUS ALL NON-PARTICIPATING (From above if work by contract)**: $0
- **MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)**: $4,000
- **MINUS APPROVED FORCE ACCOUNT WORK (From above)**: $26,500
- **MINUS PRELIMINARY ENGINEERING PAID BY LOCAL**: $4,037

*Note: Amounts must be supported by District Records Inspector Audit.*

### Construction Amount Required from Sponsor After Adjustments

- **$7,942**

### Comments:

**PREPARED BY:** Heather Parker  |  **Date:** 1/12/2017

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**Exhibit A**
Request for Approval of In-Kind Work
By Local Sponsor on Federal-Aid Projects

Key Number: 18717
Project Number: A018(717)
Project Name: Cherry Lane; N Linder Rd to N Meridian Rd Lighting

Local Agency Name: Ada County Highway District
Nature of Work to be Performed by Local Agency:
☐ Engineer Services During Project Development
☒ Construction Engineering and Inspection, Sampling, and Testing

Construction Supervisor / Inspection / Materials Summaries, Sitemanager, Closeout Paperwork / Electrical Inspection / Concrete Field & Laboratory Testing

Total Estimated Cost - Note: Costs for these services that exceed the matching required on the project are not eligible for reimbursement
$26,500.00

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualifications and Certifications</th>
<th>Experience (if listing specific project experience, indicate if the project was federally funded)</th>
<th>Estimated Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Bennett</td>
<td>ACHD Project Inspector WAQTC #22,356</td>
<td>Inspected ACHD's FY13, FY14, FY15 Overlays; Five Mile, Franklin to Fairview, plus previous experience as a consultant on ITD projects.</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Brian Austin</td>
<td>ACHD Traffic Signal Inspector</td>
<td>Inspected electrical work on ACHD's FY15 Overlays; Franklin, Ten Mile to Black Cat.</td>
<td>$3,500.00</td>
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<tr>
<td>Brad Hill</td>
<td>Senior Engineering Lab Tech</td>
<td>Tested materials on ACHD's FY15 Overlays; Franklin, Ten Mile to Black Cat.</td>
<td>$375.00</td>
</tr>
<tr>
<td>Ron Paynter</td>
<td>Senior Engineering Lab Tech</td>
<td>Tested materials on all ACHD's federally funded overlay, widening, and intersection projects for nearly 10 years.</td>
<td>$375.00</td>
</tr>
<tr>
<td>Jessica Towell</td>
<td>Lab Coordinator</td>
<td>Supervised sampling, testing, and reporting on all ACHD's federally funded overlay, widening, and intersection projects for nearly 10 years.</td>
<td>$250.00</td>
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<tr>
<td>Dennis Yates</td>
<td>ACHD Senior Contract Administrator WAQTC #20,770</td>
<td>Administered contract requirements on ACHD's overlay projects since FY11; Franklin, Touchmark to Five Mile; Five Mile, Franklin to Fairview; Franklin, Black Cat to Ten Mile; misc ITS projects; plus previous experience as a consultant on ITD &amp; ACHD projects.</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Lorie Stites</td>
<td>ACHD Contract Administrator WAQTC #22,818</td>
<td>Assisted Senior Contract Administrator on ACHD's FY14 and FY15 overlays; Five Mile, Franklin to Fairview; Franklin, Black Cat to Ten Mile; plus previous experience as a Residency Office Manager at ITD.</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Kadee Porter</td>
<td>ACHD Construction Coordinator PE #10646 WAQTC #20,170</td>
<td>Construction Coordinator ACHD's overlay projects since FY12; Franklin, Touchmark to Five Mile; Five Mile, Franklin to Fairview; Franklin, Black Cat to Ten Mile; misc ITS projects; plus previous experience at ITD as Engineer-In-Training, Staff Engineer for both Design and Construction.</td>
<td>$4,000.00</td>
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<td>Justin Bledsoe</td>
<td>ACHD Construction Supervisor WAQTC #20,644</td>
<td>Construction Supervisor for over 10 years at ACHD</td>
<td>$500.00</td>
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*Provide separate page with details – see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager’s Printed Name
Ryan Cutler
Project Manager’s Signature

In-Kind Work Approved**
☐ Yes  ☐ No
Approval Authority Engineer’s Printed Name: Maria Ordor
Engineer’s Signature

Date 1/9/2017

**Approval Authority:
Local Projects Administered by LHTAC – Contract Services Engineer
Local Projects Administered by the District – District Engineer
### Exhibit C - Construction Engineering and Inspection

#### 1 - Construction Administration

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<tr>
<th>Category</th>
<th>Total L-Hours</th>
<th>Const Sup L-Hours</th>
<th>Const Coor L-Hours</th>
<th>Senior Cont Admin L-Hours</th>
<th>Cont Admin L-Hours</th>
<th>Lab Coor L-Hours</th>
<th>Senior Eng Lab Tech L-Hours</th>
<th>Proj Insp L-Hours</th>
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<td>1.0 General Contract Administration</td>
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<td>1.1 Submittal Log &amp; Minimum Testing Requirements</td>
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#### 2 - Survey Control

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<th>Cont Admin L-Hours</th>
<th>Lab Coor L-Hours</th>
<th>Senior Eng Lab Tech L-Hours</th>
<th>Proj Insp L-Hours</th>
<th>Traff Signal Inspector L-Hours</th>
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#### 3 - Project Inspection

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<th>Const Coor L-Hours</th>
<th>Senior Cont Admin L-Hours</th>
<th>Cont Admin L-Hours</th>
<th>Lab Coor L-Hours</th>
<th>Senior Eng Lab Tech L-Hours</th>
<th>Proj Insp L-Hours</th>
<th>Traff Signal Inspector L-Hours</th>
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<td>3.2 Deficiency Reporting and Recommendations</td>
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### 4 - Project Close Out

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<th>Task</th>
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<th>Const Sup L-Hours</th>
<th>Const Coor L-Hours</th>
<th>Senior Cont Admin L-Hours</th>
<th>Cont Admin L-Hours</th>
<th>Lab Coor L-Hours</th>
<th>Senior Eng Lab Tech L-Hours</th>
<th>Proj Insp L-Hours</th>
<th>Traff Signal Inspector L-Hours</th>
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### 5 - Monthly Invoices

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<th>Lab Coor L-Hours</th>
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<th>Proj Insp L-Hours</th>
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### Totals

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**estimated wage:**
- $40.00
- $35.00
- $25.00
- $22.00
- $30.00
- $20.00
- $25.00
- $25.00
- $480.00
- $3,815.00
- $7,275.00
- $2,662.00
- $240.00
- $640.00
- $6,200.00
- $3,400.00

**rounded up:**
- $26,500.00
- $500.00
- $4,000.00
- $8,000.00
- $3,000.00
- $250.00
- $750.00
- $6,500.00
- $3,500.00