NOTE: Pursuant to Idaho Code 40-1415(6), the ACHD Commission has the authority to accept and approve all subdivision plats as to continuity of highway pattern, widths, drainage, right-of-way construction standards, traffic flow, traffic demand volumes within or outside the boundaries of the proposed development, and other matters associated with the function of the highway district. The ACHD Commission does not have the final authority to impose any conditions related to traffic caused by any new development applications. Pursuant to the Idaho Supreme Court decision in KMST, LLC vs. Ada County, 138 Idaho 557, 581-582, 2003, only the land use agency (City or County) has the final authority to approve or reject the proposed development, including the final authority to implement conditions related to the transportation system. ACHD is not governed by the Idaho Local Land Use Planning Act, Idaho Code 67-6501, which only authorizes land use agencies (City and/or County) to make land use decisions. i.e. development density, zoning, area of impact and comprehensive plan amendments.

Join Zoom Meeting

https://zoom.us/j/2440272215

Meeting ID: 244 027 2215

Dial by your location
888 475 4499 US Toll-free
877 853 5257 US Toll-free

PRE-COMMISSION SESSIONS
5:15 p.m. | ACHD Pre-Commission Room

WORK SESSION

1. Bicycle and Pedestrian Program Coordinator
2. Impact Fee letter to Legislature

ACTION ITEM

ACTION ITEM

PRE-COMMISSION AGENDA
5:45 p.m. | Will start at this time or shortly after | ACHD Pre-Commission Room

General Housekeeping Items
Discussion of Commission Meeting Agenda
Director's Administration & Operations Report - The Director's A&O Report can be heard before or after a work session or the Pre-Commission Meeting or during the Post-Commission Meeting.

The Commission welcomes public input on agenda items. If you wish to testify, please use the sign-in sheet to
ensure you have a chance to speak. Individuals are asked to limit their remarks to three minutes, and more time is afforded to representatives of groups. If you want to submit written comments, please do so at least 24 hours in advance to assure that Commissioners have time to read and consider your views. Information and inquiries may be submitted through Tell US.

COMMISSION MEETING AGENDA
6:00 p.m. | Michael L. Brokaw Auditorium

ADOPT AGENDA - Request for Adoption

CONSENT AGENDA - ACTION ITEMS

Items on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner or citizen so requests, in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda. All Consent Agenda Items are Commission "action items" unless noted.

1. Minutes & Minute Entries
   Request for Approval
   Request to Approve Minutes and Minute Entries from the February 10, 2021 Commission Meeting.
   Commission Meeting - 10 Feb 2021 - Minutes - Pdf
   Stacey Spencer - Secretary of the Board/Executive Assistant - sspencer@achdidaho.org

2. Dedication of Cross-Access Easement
   Request for Approval
   Staff requests Commission approval of a Dedication of Cross-Access Easement for 4902 W. State Street, which authorizes a common driveway for the subject property and an adjacent parcel, thereby limiting future access to State Street.
   Staff Report - Dedication of Cross-Access Easement
   Justin Fredin - Attorney - jfredin@achdidaho.org

3. Pathway Easement
   Request for Approval
   Staff requests Commission approval of a Pathway Easement for 4902 W. State Street, which authorizes the City of Boise to construct and maintain a bicycle and pedestrian pathway across the subject property.
   Staff Report - Pathway Easement
   Justin Fredin - Attorney - jfredin@achdidaho.org

4. KN 18701 FY2021 Federal Capital Maintenance Phase 1 Construction SLA
   This SLA sets out the responsibilities of the parties in the construction phase of ACHD FY2021 Federal Aid Capital Maintenance project – Phase I. The Agreement must be signed before $4,647,378 in federal construction funding can be obligated for the project.
   Staff Report - KN 18701 FY2021 Federal Capital Maintenance Phase 1 Construction SLA - 16 Feb 2021 - Pdf
   Tom Ferch - Transportation Funding Coordinator - tferch@achdidaho.org

5. Award Construction Bid for FY2021 Arterial and Collector capital Maintenance HB132
   Request for Approval
   The project bids were opened and read aloud during a Zoom virtual meeting at 3:00 pm, February 10, 2021. The low-cost, responsive bid was submitted by Central Paving Co. Inc in the amount of $1,385,944.83 for the 2021 Arterial & Collector Capital Maintenance construction contract. Staff recommends accepting the bid and awarding the contract to the low-cost responsive bidder.
   Award Memo 2021 Arterial-Collector 520002 (Final)
6. **2021 Light Duty Vehicle F550 Purchase Agreement**

Request for Approval  
Bid Results & Consideration/Award  
Contract

Staff recommends that the ACHD Commission approve and execute the 2021 Light Duty Vehicle F550 Piggyback Purchase Agreement MD-1696 with Rush Truck in the amount of $60,039.00.

Staff Report - 2021 Light Duty Vehicle F550 Purchase Agreement - 16 Feb 2021 - Pdf

Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org

**REGULAR AGENDA ITEMS - ACTION ITEMS**

All Regular Agenda Items are Commission "action items" unless noted.

1. **Resolution No. 2339 - Vacation/Exchange of public right of way at West Floating Feather Road, Vacation, Dedication, 5655 West Floating Feather Road**

Request for Adoption  
Public Hearing

This action is to vacate to Madera Development, Inc., as described on page 426 of the Ada County Road Book, Volume 1, lying within the Southeast ¼ of the Southwest ¼ of Section 2 and Northeast ¼ of the Northwest ¼ of Section 11, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Containing 0.75 acres (32,859 SF), more or less. And to dedicate a parcel of land being a portion of the Southeast ¼ of the Southwest ¼ of Section 2, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Containing 0.27 acres (11,772 SF), more or less.

Madera Development, 5655 W Floating Feather, Vacation, Resol 2339

Dave Serdar - Right of Way Supervisor - dserdar@achdidaho.org

**DISCUSSION ITEMS**

Public Communications

NOTE: The Web version of the ACHD Commission agenda is provided as a service and is not the formal agenda of the Commission. The most current and legally noticed Commission agenda is the one posted at the District's headquarters, which can be obtained by calling 387-6100.

To arrange for a translator or other accommodation, contact ACHD at (208) 387-6100.

Se les recomienda a las personas que necesiten un intérprete o arreglos especiales que llamen a la coordinadora de participación pública, al (208) 387-6100.
Minutes and Minute Entries of the Commission Meeting of the Ada County Highway District held Wednesday, February 10, 2021 in the offices of the Ada County Highway District, 3775 Adams Street, Garden City, Idaho.

PRE-COMMISSION AGENDA - 11:15 A.M.
Commission Present in Person: Goldthorpe and Pickering. Commissioner McKinney entered at 11:36 a.m.
Commission Present via Zoom: Hansen and May
Staff Present in Person: Director Wong, Price, Lucas, Head, Laws, Du Bois, Shaver, Inselman, Knauss, Ferch, Berenger, Cooney, Rausch and Spencer
Staff Present via Zoom: Daigle, Chesnut, Pestka, Tannler, Serdar, Bevins Stanton, Young and Wallace.
Public Present via Zoom: 5

The Commission reviewed the Agenda. No official action was taken.

PRE-COMMISSION SESSIONS - 11:51 A.M.
Commission Present via Zoom: Hansen and May
Staff Present in Person: Director Wong, Price, Lucas, Head, Laws, Du Bois, Shaver, Inselman, Knauss, Ferch, Berenger, Cooney, Rausch and Spencer
Staff Present via Zoom: Daigle, Chesnut, Pestka, Tannler, Serdar, Bevins, Stanton, Young and Wallace.
Public Present via Zoom: 5

1. LHTAC presentation of Road Master

Laila Kral, LHTAC Deputy Administrator, presented Commissioner Goldthorpe with both Road Scholar and Road Master program.

COMMISSION MEETING AGENDA - 12:00 P.M.
Commission Present in Person: Kent Goldthorpe, Alexis Pickering and Dave McKinney
Commission Present via Zoom: Jim Hansen and Mary May
Staff Present in Person: Director Bruce Wong, Justin Lucas, Scott Spears, Tom Ferch, Gary Inselman, Jennifer Berenger, Ryan Head, Tom Laws, Nicole Du Bois, Erin Chesnut, Ken Cooney, Diane Rausch and Stacey Spencer.
Staff Present via Zoom: Paul Daigle, Steve Price, Sherwin Pestka, Christine Tannler, Dyan Bevins, Darla Young, Mindy Wallace, Dave Serdar and Michael Stanton.
Public Present via Zoom: 6

Commissioner Goldthorpe called the meeting to order at 12:00 p.m. and welcomed everyone.

The Commission and Audience recited the pledge of allegiance.
ADOPT AGENDA - REQUEST FOR ADOPTION
A change to the originally published meeting agenda occurred less than forty eight (48) hours prior to the start of the meeting. The Commission is required to make a motion to approve the posted Amended Agenda. The Amended Agenda is effective upon the passage of the motion.

ACTION TAKEN: Jim Hansen made a motion to adopt the agenda. Mary May seconded.

Motion went to vote and carried unanimously.

CONSENT AGENDA - ACTION ITEMS
1. Minutes & Minute Entries
   Request for Approval
2. Appointment to fill a vacancy on the Capital Investment Citizens Advisory Committee (CICAC)
   Request for Approval
3. Storm Drain Locator Technician positions
   Request for Approval
4. 2021 Light Duty Vehicle Piggyback Purchase Agreement MD-1684
   Request for Approval
   Bid Results & Consideration/Award Contract
5. Resolution No. 2337- Proposed Vacation/Exchange - Acceptance of a application to vacate public right of way at North Edgewood Lane, Schneider. Staff recommends setting the public hearing date for March 17, 2021
   Request for Adoption
   Proposed Vacation & Set Date for Public Hearing
6. Key No. 20549, Chinden; Intersection 43rd St Pedestrian Improvements -State/Local Agreement (SLA) with the Idaho Transportation Department
   Request for Approval
7. TAP Funding for Bike and Pavement Markings Design - Key 22995
   Request for Approval
8. American Tire
   Request for Approval
   Request for Approval

ACTION TAKEN: Jim Hansen made a motion to Approve the Consent Agenda with the exception of Item #7, TAP Funding, and move the Item to the Regular Agenda as Item #2. Alexis Pickering seconded.

Motion went to vote and carried unanimously.
REGULAR AGENDA ITEMS - ACTION ITEMS

1. Amending Title I and Title II of the Ada County Highway District Code, with amendments to Title I, Section 2000 et seq., Title II Section 3100 et seq., Title II Section 5100 et seq., Title II Section 7200 et seq.:

Request for Adoption          Public Hearing

Commissioner Goldthorpe opened the Public Hearing.

Scott Spears, ACHD Assistant General Counsel, presented staff report.

Commissioner Goldthorpe provided comment.

Commissioner Pickering provided comment.

Commissioner Hansen provided comment.

Commissioner Goldthorpe asked a question of staff.

Gary Inselman, ACHD Deputy Director of Development and Technical Services, responded.

Commissioner Goldthorpe asked a question of Mr. Inselman. Mr. Inselman responded.

Commissioner McKinney provided comment.

Commissioner May provided comment.

Don Kostelec, 3687 S. Gekeler Lane, Boise, Idaho, testified.

Steve Price, ACHD General Counsel, provided comment.

Mr. Kostelec asked a question of Mr. Price. Mr. Price responded.

Mr. Kostelec asked a question of Mr. Price. Mr. Price responded.

Commissioner May asked a question of Mr. Price. Mr. Price responded.

Commissioner Hansen asked a question of Mr. Price. Mr. Price responded.

Commissioner Goldthorpe asked for any further public comments, seeing none, Commissioner Goldthorpe closed the public hearing.

ACTION TAKEN: Jim Hansen made a motion to Adopt Ordinance 248 as presented with the exception to not include the language change in 5104.2.2, traffic calming eligibility. Alexis Pickering seconded.

Motion went to vote and carried unanimously.

Commissioner Hansen provided comment.
2. **TAP Funding for Bike and Pavement Markings Design - Key 22995**
   
   **Request for Approval**

   Bruce Wong, ACHD Director, presented.

   Clancy Anderson, 1911 N. 18th Street, Boise, Idaho, testified.

   Commissioner Goldthorpe asked a question of Director Wong. Director Wong.

   Commissioner Hansen asked a question of staff.

   Justin Lucas, Deputy Director of Planning of Projects responded.

   Commissioner Hansen provided comment.

   Commissioner Pickering asked a question of Mr. Lucas. Mr. Lucas responded.

   Commissioner May provided comment.

   Lisa Brady, 1506 N 12th Street, Boise, Idaho, testified.

   **ACTION TAKEN:** Jim Hansen made a motion to Approve the TAP Funding Key 22995 as presented. Mary May seconded.

   Motion went to vote and carried unanimously.

**DISCUSSION ITEMS**

Commissioner Goldthorpe asked for any Public Comments, seeing none, Commissioner Goldthorpe adjourned the meeting at 12:47 p.m.

**POST-COMMISSION AGENDA**

- **Commission Present in Person:** Goldthorpe, McKinney and Pickering.
- **Commission Present via Zoom:** Hansen and May
- **Staff Present in Person:** Director Wong, Lucas, Inselman, Head, Laws, Du Bois, Berenger, Cooney, Rausch and Spencer
- **Staff Present via Zoom:** Daigle, Price, Pestka, Tannler, Bevins, Young and Wallace.
- **Public Present via Zoom:** 6

  1. **Transportation and Land Use Integration Plan**
     
     **Presentation by Staff**

     Tom Laws, ACHD Planning Supervisor, presented. No official action was taken.
February 16, 2021

TO: ACHD Board of Commissioners & Bruce S. Wong, Director

FROM: Justin Fredin, Staff Attorney

SUBJECT: Dedication of Cross-Access Easement – 4902 W. State Street
Staff Report for February 24, 2021 Commission Meeting

Executive Summary

On January 15, 2020, the Commission approved Resolution No. 2303, declaring ACHD property at 4902 W. State Street (“Subject Property”) to be surplus. That approval included a condition requiring ACHD staff to return and report to the Commission after reviewing the City of Boise’s request for the dedication of certain easements.

On July 15, 2020, the Commission approved procedures for the sale of the Subject Property, including the dedication of a cross-access easement prior to said sale.

The attached cross-access easement was drafted by the City of Boise and approved by the ACHD Legal Department. The City of Boise is expected to approve this easement at an upcoming City Council meeting.

Fiscal Implications

None.

Recommendation

Staff recommends that the Commission approve this easement and authorize its execution by Director Wong.

Attachment(s): Dedication of Cross-Access Easement
DEDICATION OF CROSS-ACCESS EASEMENT

THIS DEDICATION CROSS-ACCESS EASEMENT (hereinafter “Easement or Dedication”) is made this ___ day of __________, 2020 by the Ada County Highway District, (hereinafter referred to as “ACHD”) with respect to the real property hereinafter described.

RECITALS

WHEREAS, ACHD owns the following described parcel of real property (hereinafter referred to as a “Parcel A”):

Ada County Parcel Number R0919000130, containing 0.66 acres, southerly parcel of Lot 11, Berridge Subdivision, also referred to as 4902 W. State Street.

WHEREAS, Parcel B is separately owned and adjoins Parcel A and is described as follows:

Ada County Parcel Number R0919000121, containing 0.66 acres, northerly parcel of Lot 11, Berridge Subdivision, also referred to as 4906 W. State Street.

WHEREAS, ACHD and the city of Boise City (“City”) desire to restrict future access to Parcel B from State Street and to provide for a common ingress and egress driveway from Parcel B to Parcel A (“Easement Area”).

NOW, THEREFORE, In consideration of the above recitals, which are incorporated herein by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD as the present owner in fee of the real property known as Parcel A, described above and for their heirs, successors, grantees, assigns, and beneficiaries do hereby declare and provide as follows:

1. Description of Easement. Attached hereto as Exhibit “A” is the Easement Area for vehicular and pedestrian ingress and egress between the Parcels hereby granted pursuant to this instrument. The Easement Area is depicted on Exhibit “A” shall be for the benefit of the individual current owners and their transferees, assigns, heirs, grantees, and beneficiaries. ACHD hereby establishes and creates for the benefit of the public and of the two described parcels and do hereby give, grant, and convey, and dedicate therefore an ingress and egress easement in, under, over, across, upon, and through the driveway denoted in the attached Exhibit "A". The ingress and egress easement created by this instrument is limited solely for the purpose of allowing vehicular and pedestrian traffic to enter and exit between Parcels A and B. This Easement shall not be a public easement, but shall be a private easement only for the benefits of the current and future owners of Parcels A and B, and their tenants, agents, guests, employees, and business invitees (“Users”).
2. **Construction in the Easement Area.** The initial construction of the Easement Area as depicted in Exhibit “A” for egress and ingress shall be constructed at the expense of the party requesting the improvements to be made.

3. **Maintenance and Repairs.** The owner of Parcel A shall be responsible for maintenance of the driveways, access, roads, or other improvements located on Parcel A.

4. **Binding Effect; Termination.** This Dedication shall be binding on ACHD, and any other future owner and their respective heirs, successors and assigns. This Dedication is perpetual and shall run with the land forever. This Dedication may not be modified or terminated without the express written consent of ACHD and Boise City.

5. **Not a Public Dedication.** This Dedication is not intended to confer any benefit or right upon the general public and shall not be construed as a public dedication of the Easement Area.

6. **Additional Documents.** Any future owners of Parcels A and B agree from time to time to execute any additional documents, contracts, agreements, and writings reasonably necessary in order to carry into effect ACHD’s intentions as set forth in this Dedication.

7. **Partially Invalidity.** In the event any portion of this Dedication or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereof, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being understood and agreed that such remaining provisions shall be constructed in a manner most closely approximating the intentions of ACHD with respect to the invalid, void, or unenforceable provision or part thereof.

8. **Entire Understanding.** This Dedication shall constitute the entire understanding with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Dedication shall not be binding except to the extent incorporated in this Dedication.

9. **Effect; Recordation.** This Dedication shall be effective upon recordation in the real property records of Ada County, Idaho.

10. **Beneficiary.** Boise City is a beneficiary of this Dedication and this Dedication, upon recordation, this Dedication may not be modified, amended, or terminated except by the express written consent of Boise City. Boise City shall not be liable or required to maintain the Easement.
Area and shall not liable for any damages, claims, or suits arising from the use of the Easement Area.

11. **Applicable Law.** This Agreement is executed, delivered, and intended to be performed in the state of Idaho and shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

This Cross Access Easement is issued by the Ada County Highway District on the date set forth above:

**Ada County Highway District:**

The person signing below represents that he or she has the authority on behalf of ACHD to issue this Easement and bind ACHD to the terms set forth herein.

_____________________________________________
By: Bruce S. Wong  
Its: Director

**City of Boise:**

Acceptance/certification by Partnering Agency: The person signing below represents that he or she has the authority on behalf of Partnering Agency to accept and agree to the terms of this Permit and bind Partnering Agency to the terms set forth herein.

__________________________________________
By: Lauren S. McLean  
Its: Mayor
STATE OF ____________ )
   ) ss.
COUNTY OF ____________ )

On this ____ day of __________, 2020, before me, the undersigned Notary Public in and for said state, personally appeared ___________________, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for __________
Residing at: _______________________
My commission expires: _______________________

Exhibits

Exhibit A   Site Plan Depicting Cross Access Easement
February 16, 2021

TO: ACHD Board of Commissioners & Bruce S. Wong, Director
FROM: Justin Fredin, Staff Attorney
SUBJECT: Pathway Easement – 4902 W. State Street
Staff Report for February 24, 2021 Commission Meeting

Executive Summary

On January 15, 2020, the Commission approved Resolution No. 2303, declaring ACHD property at 4902 W. State Street (“Subject Property”) to be surplus. That approval included a condition requiring ACHD staff to return and report to the Commission after reviewing the City of Boise’s request for the dedication of certain easements.

On July 15, 2020, the Commission approved procedures for the sale of the Subject Property, including the dedication of a pathway easement prior to said sale.

The attached pathway easement was drafted by the ACHD Legal Department. The City of Boise is expected to approve this easement at an upcoming City Council meeting.

Fiscal Implications

None.

Recommendation

Staff recommends that the Commission approve this easement and authorize its execution by President Goldthorpe and Director Wong.

Attachment(s): Pathway Easement
PATHWAY EASEMENT

THIS PATHWAY EASEMENT ("Easement") is made and entered into this _____ day of ______________, 2021, by and between ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho ("Grantor"), and the CITY OF BOISE, an Idaho municipal corporation, whose address is 150 N. Capitol Boulevard, Boise, Idaho 83702 ("Grantee"). Grantor and Grantee are sometimes herein referred to individually as a “Party” and collectively as the “Parties.”

RECATALS

A. Grantor is the owner of that certain parcel of real property addressed as 4902 W. State Street, Ada County, Idaho, and known on the tax rolls of the Ada County Assessor as Parcel No. R0919000121, which consists of approximately 0.66 acres of real property more particularly described in Exhibit A (“Grantor’s Property”).

B. Grantee approached Grantor in order to request an easement across a portion of Grantor’s Property for the purposes of constructing a future bicycle and pedestrian pathway in order to improve community access and enhance non-motorized connectivity.

C. At Grantee’s request, Grantor desires to grant such an easement to Grantee, subject to the duties, responsibilities, terms, conditions, limitations and restrictions hereinafter contained.

NOW, THEREFORE, for and in consideration of the recitals above, which are incorporated into and made a part of this Easement and are not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereby agree as follows:

AGREEMENT

1. Grant of Easement. On the terms and conditions set forth herein, Grantor hereby grants to Grantee an appurtenant easement upon, over, across, through and under that specific portion of Grantor’s Property that is specifically described as the area 10 feet in width and 371.68 feet long adjacent to the northeasterly property line, which...
abuts the Farmers Union Ditch Company right-of-way and is depicted in Exhibit B (“Easement Property”) for the purpose of Grantee constructing, installing, maintaining, repairing and replacing a multiuse asphalt or concrete public pathway or pathways (“Pathway”), subject to the obligations of Grantee herein.

1.1 Authorized officers, employees, volunteers, contractors and agents of Grantee may enter into the Easement Property at any time to construct, install, maintain, repair, remove or replace the Pathway and signs to mark the Pathway, to provide information related to the Pathway and for interpretive purposes.

1.2 Construction, installation, maintenance, repair or replacement of the Pathway may include, without limitation:

a. mowing or cutting plants and vegetation;

b. digging, removal or relocation of soil, rock or gravel;

c. application of gravel, crushed stone, wood chips or paving; and

d. any other tasks or methods reasonably necessary, including limited temporary motorized vehicle and equipment access.

1.3 Members of the general public may enter into the Easement Property at no cost for the limited purpose of using the Pathway constructed, installed, maintained and repaired by Grantee, subject to such rules and regulations as Grantee may establish. Authorized use of the Pathway may include, and Grantee’s discretion and expressly subject to the rules and regulations established by Grantee:

a. walking, hiking or jogging;

b. bicycling or mountain biking;

c. horseback riding;

d. bird watching or nature study;

e. the use of power-driven mobility devices, if used by a person with a mobility impairment; and

f. emergency vehicles, including motorized vehicles, in case of an emergency.

1.4 Emergency responders (including, without limitation, police, fire, ambulance and rescue personnel and their equipment) may enter into the Easement Property to prevent or respond to any emergency situation.
1.5 Grantee shall additionally have the right to:

a. include the Pathway constructed with the Easement Property within Grantee’s inventory of trails and on maps, depictions and descriptions that are made available to the public;

b. move or adjust the Pathway in order to accommodate topography, geographic features, construction, development or other features, provided that the Pathway remains within the Easement Property;

c. enact and enforce ordinances and adopt, promulgate and enforce rules and guidelines regulating use of the Easement Property by members of the public, including but not limited to the prohibition and prevention of any activity or use of the Easement Property that Grantee, in its sole discretion, deems inconsistent with the purposes of the Easement;

d. control or limit access (including restricting unauthorized motorized vehicle access) as necessary, provided that no gates or barriers that prevent Grantor from accessing or using the Easement Property shall be placed or installed without Grantor’s prior written permission; and

e. enter into contracts with any third party to perform, supervise or fund construction, installation, maintenance, repair or reconstruction work pursuant to this Easement.

2. Term; Termination.

2.1 The term of this Easement shall begin on the date said Easement is signed by the last of the Parties to do so (“Effective Date”).

2.2 This Easement shall be permanent and perpetual. This Easement may only be terminated as follows:

a. by mutual agreement of the Parties or their successors or assigns; or

b. by operation of law upon Grantee acquiring fee title ownership to the Easement Property (unity of title); or

c. by Grantee’s failure to commence construction of the Pathway within two (2) years of the Effective Date, in which case this Easement shall automatically terminate and be of no further force or effect.

3. Easement Not Exclusive; All Other Rights Reserved. This Easement does not extend to Grantee the right to use the Easement Property to the exclusion of Grantor for any use within its jurisdiction, authority and discretion or of others to the extent that
such other uses do not materially interfere with Grantee’s intended uses. Grantor expressly reserves unto itself, and to its successors and assigns, all rights accruing from ownership of the Easement Property, except those that are expressly prohibited by this Easement and those that may impede, restrict, inhibit, preclude, block or otherwise limit access to or use of the Easement Property for the purposes expressly authorized herein.

4. Compliance with Law. The construction, installation, maintenance, repair or replacement of the Pathway or other improvements on the Easement Property by Grantee shall be accomplished in accordance with all applicable laws, policies and good engineering practices, including but not limited to the most current edition of the Idaho Standards for Public Works Construction (ISPWC). In connection with Grantee’s use of the Easement Property, Grantee covenants and agrees to: (i) comply with the terms of any NPDES permit associated with storm water runoff on the Easement Property; (ii) obtain and comply with any and all permits, licenses and approvals required by any unit of government; and (iii) commit no waste or allow any nuisance on the Easement Property.

5. No Fees. There is no fee for this Easement in accordance with that certain Interagency Governmental Agreement for Waiver of Costs and Fees, dated March 22, 2017. No person shall be charged any fee for access to the Easement Property or for use of the Pathway constructed within the Easement Property.

6. Maintenance, Failure to Maintain; Relocation of Utilities.

6.1 At its sole cost and expense, Grantee shall maintain the Pathway on the Easement Property in good condition and repair and as required to satisfy applicable laws and sound engineering practices. Grantee shall have access over, across and under the Easement Property for the purpose of accomplishing such repair and maintenance.

6.2 If Grantor’s property within and/or adjacent to the Easement Property is damaged as a result of the performance by Grantee of Grantee’s maintenance obligations, the failure or neglect to perform such maintenance and/or Grantee’s use of the Easement Property, then Grantee shall, at Grantee’s sole cost and expense, correct such deficiency and restore Grantor’s property to the same condition it was in prior thereto. If Grantee shall fail or neglect to commence such correction and restoration within seventy-two (72) hours of notification therefor, Grantor may proceed to do so, in which event Grantee agrees to reimburse Grantor for the costs and expenses thereof, including but not limited to reasonable compensation for the use of staff, materials and equipment of Grantor.

6.3 Notwithstanding the provisions of Section 6.2, should an emergency exist related to Grantee’s use of the Easement Property which threatens the stability or function of Grantor’s property within and/or adjacent to the Easement Property, Grantor shall have the right to immediately perform, on behalf of and at the cost of Grantee, necessary emergency repairs.
7. **No Costs to Grantor.** Any and all costs and expenses associated with Grantee’s authorized use of the Easement Property, or the repair and maintenance thereof, shall be at the sole cost and expense of Grantee.

8. **Indemnification.**

8.1 To the extent permitted by law and subject to all limitations and protections afforded by the Idaho Tort Claims Act, Grantee agrees to defend, indemnify, save and hold harmless Grantor and its officers, agents, employees, successors and assigns from any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorney fees) of whatever nature lodged or prosecuted against Grantor or its agents, guests or invitees with respect to any injuries, damages or losses resulting from Grantee’s negligent exercise of the rights herein granted, except to the extent the injuries, damages, losses or expenses are caused by any action or inaction of Grantor or any of its agents, employees, contractors or licensees, or by Grantor’s officers, agents, guests, invitees, successors or assigns or by the agents, employees, contractors or licensees of Grantor’s successors or assigns.

8.2 To the extent permitted by law and subject to all limitations and protections afforded by the Idaho Tort Claims Act, Grantor agrees to defend, indemnify, save and hold harmless Grantee and its officers, agents, employees, successors and assigns from any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorney fees) of whatever nature lodged or prosecuted against Grantee or its agents, guests or invitees with respect to any injuries, damages or losses resulting from Grantor’s negligent exercise of the rights herein retained, except to the extent the injuries, damages, losses or expenses are caused by any action or inaction of Grantee or any of its agents, employees, contractors or licensees, or by Grantee’s officers, agents, guests, invitees, successors or assigns or by the agents, employees, contractors or licensees of Grantee’s successors or assigns.

9. **Immunities Preserved.** Nothing in this Easement is intended, nor shall it be interpreted, to restrict or limit in any way Grantor or Grantee from availing itself of the protections offered by any applicable law affording any immunity or defense, including but not limited to the limitation of landowner liability afforded by so-called recreational immunity statutes or by the limitations contained in the Idaho Tort Claims Act.

10. **Title.** Grantor covenants to Grantee that: (i) Grantor owns the Easement Property in fee title; (ii) Grantor is rightfully seized and possessed of the Easement Property and has the right and authority to grant this Easement to Grantee; (iii) Grantor and its officers, employees, volunteers, agents, guests, invitees, successors and assigns will not construct, install, maintain or allow any building, facility, structure or any other type of improvement within the Easement Property that impedes, restricts, inhibits, precludes, blocks or otherwise limits access to or use of the Easement Property; and (iv) Grantee and its successors, assigns, agents, guests and invitees, and...
11. **Covenants Run with the Land.** This Easement shall be a burden upon the Easement Property and shall run with the land.

12. **Attorney Fees and Costs.** In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

13. **Successors and Assigns.** This Easement and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties and, upon recordation, their successors and assigns, regardless of actual notice of this Easement and whether or not the deed of transfer specifically references that the transfer of ownership of the Easement Property is subject to this Easement.

14. **Recording.** This Easement shall be recorded in the real property records of Ada County, Idaho.

15. **Remedies.** In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Easement.

16. **Choice of Laws; Venue.** This Easement shall be governed by, and construed and enforced in accordance with, the laws of the state of Idaho. Venue shall be proper in the Fourth District Court of the state of Idaho, in and for Ada County.

17. **Entire Agreement; Modification and Amendment.**

17.1 This Easement constitutes the entire agreement between the Parties, and no warranties, agreements or representations have been made or shall be binding upon either Party unless set forth herein.

17.2 To be valid and effective, all subsequent modifications to or amendments of this Easement must be evidenced in writing and signed by a duly authorized representative of each Party, or the respective Party’s successor or assign.

17.3 Any and all verbal, oral or unsigned attempted modifications to this Easement shall not bind either of the Parties.

17.4 Every modification and amendment shall be recorded as set forth herein.
18. **Waiver.** No waiver of any provision of this Easement, and no consent to any departure from the terms, conditions, rights and responsibilities of this Easement, shall be effective unless the waiver or consent is in writing and signed by a duly authorized representative of the Party granting the waiver or consent, or by the Party’s successor or assign. Any waiver or consent so given is effective only as to the specific instance and for the specific purpose given.

19. **Interpretation.** Both Parties have consulted with and been advised by their respective legal counsel as to all circumstances, provisions, terms, conditions, rights, responsibilities, duties, limitations, requirements and restrictions applicable to that Party, or have had the opportunity to do so and have freely opted to forego legal advice. Accordingly, notwithstanding any general rule of construction or interpretation, the language of this Easement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

20. **Section Headings.** The headings included in the several sections of this Easement are for reference purposes and for the ease of the reader and shall not affect the meaning or interpretation of this Easement.

21. **Severability.** If any provision of this Easement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all remaining provisions of this Easement shall remain valid, binding and enforceable.

22. **Exhibits.** All exhibits attached to this Easement are incorporated herein by reference and made a part hereof as if set forth in full.

23. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, no third-party beneficiaries are intended by this Easement, and none are created hereby.

24. **Authority.** By their signatures below, the persons executing this Easement on behalf of a Party do hereby certify that they are duly authorized to sign this Easement.

*Signature page follows.*
GRANTOR:

ADA COUNTY HIGHWAY DISTRICT,
a body politic and corporate of the state of Idaho

By: __________________________________________
    Kent Goldthorpe, President

ATTEST:

Bruce Wong, Director

GRANTEE:

CITY OF BOISE

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio City Clerk
STATE OF IDAHO 

) 

) ss:
County of Ada 

)

On this ____ day of _______________, 2021, before me, the undersigned notary public, personally appeared Kent Goldthorpe and Bruce Wong, known or identified to me (or proven to me on the basis of satisfactory evidence) to be the President and Director of the Ada County Highway District, and acknowledged to me that the Board of Commissioners of the Ada County Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public
Residing at __________________________
Comm. Expires ________________________

STATE OF IDAHO 

) 

) ss:
County of Ada 

)

On this ____ day of _______________, 2021, before me, the undersigned notary public for said state, personally appeared Lauren McLean and Lynda Lowry, known or identified to me (or proven on the basis of satisfactory evidence) to be the Mayor and Ex-Officio City Clerk of Boise, Idaho, and acknowledged to me that Boise City Council executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public
Residing at __________________________
Comm. Expires ________________________

PATHWAY EASEMENT -- 9
Exhibit A

Grantor's Property

That part of Lot Number 11 of Berridge Subdivision, in Ada County, State of Idaho, described as follows, to-wit:

Beginning at the Southwest corner of said Lot Number 11; Thence Southeasterly along the Northeast boundary line of the Boise and Interurban Railway Company's right of way, 133 feet to a point, the ACTUAL POINT OF BEGINNING; Thence Northeasterly on a line at right angles with the said boundary line, 176.5 feet to the point of intersection with the Southwesterly boundary line of the right of way of the Farmers Union Ditch Company; Thence Southeasterly along the boundary line of said ditch company's right of way, 371.68 feet to its intersection with the said Northeasterly boundary line of the Boise and Interurban Railway Company's right of way; Thence Northwesterly along said last mentioned line 327.1 feet to the POINT OF BEGINNING.
10 foot wide Bicycle and Easement

Exhibit B
Bicycle and Pedestrian Easement
To the City of Boise
TO:  
FROM: Tom Ferch - Transportation Funding Coordinator - tferch@achdidaho.org  
SUBJECT: KN 18701 FY2021 Federal Capital Maintenance Phase 1 Construction SLA  
MEETING: Commission Meeting - 24 Feb 2021  

ATTACHMENT(S):  
Staff Memo for KN 18701 CN SLA Final  
18701 SLA CONST ACHD
February 16, 2021

TO: Commissioners, Director and Deputy Directors

FROM: Tom Ferch, Transportation Funding Coordinator

SUBJECT: Key Number 18701, FY2021 Capital Maintenance Project – Phase I – State/Local Agreement (SLA) with the Idaho Transportation Department (ITD)

Consent Agenda – February 24, 2021 Commission Meeting

Executive Summary
This SLA sets out the responsibilities of the parties in the construction phase of ACHD FY2021 Federal Aid Capital Maintenance project – Phase I. The Agreement must be signed before $4,647,378 in federal construction funding can be obligated for the project.

Facts & Findings
This project will rehabilitate selected segments of pavement in Ada County. Per federal funding requirements, selected segments must be arterials or collectors that appear on the regional Federal Functional Classification Map. All rehabilitation work will include Americans with Disabilities Act improvements to non-compliant pedestrian ramps. This project does not reflect the new maintenance guidance for bike and pedestrian facilities that were approved by the Commission after this project had completed design, and received approval from ITD. Future improvements to the bicycle and pedestrian facilities on these corridors is not precluded by this project. ACHD’s Pavement Management group directs the prioritization and selection of maintenance projects, utilizing a set of tools and methods including the Pavement Condition Index (PCI), visual assessments, and inputs from various other departments within ACHD.

This project will include the following segments of road:
- Fairview Ave, Maple Grove Rd to Milwaukee Rd
- Curtis Rd, Fairview Ave to Ustick Rd
- Surprise Way, Amity Rd to Hwy 21
- Linden St, Broadway Ave to Gekeler Ln
- Boise Ave, Broadway Ave to Gekeler Ln
- Pleasant Valley Rd, Hollilynn Dr to Gowen Rd

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**
Funding is through the Surface Transportation Block Grant Program – Transportation Management Area (STBG-TMA). STBG 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 $318,446 required local match, which is budgeted in the approved ACHD FY2021 budget.

This Agreement must be signed and delivered with the matching funds to ITD before July 31, 2021, or ACHD may lose the federal funds allocated to the project. 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 FY2021 Federal Aid Capital Maintenance Phase I project is included in the approved FY2021 Budget, which was adopted August 26, 2020. 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 ACHD FY2021 Federal Capital Maintenance Project – Phase I – KN 18701

CC: Project File, Planning and Projects Files, Central File
STATE/LOCAL AGREEMENT  
(CONSTRUCTION)  
PROJECT NO. A018(701)  
FY21 CAPITAL MAINTENANCE, PH 1, ACHD  
KEY NO. 18701

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 Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of supplementing the local maintenance program to consist of pavement rehabilitation and pedestrian ramp upgrades, which has been designated as Project No. A018 (701). 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 and CFR §635.410.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: https://apps.itd.idaho.gov/PayITD.

State/Local Agreement (Construction)  
FY21 Capital Maintenance, Ph 1, ACHD  
Key No. 18701  
Page No. 1
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 January 11, 2019 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 pro rata 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 Ada County Highway District 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.

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 THREE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED FORTY-SIX DOLLARS ($318,446), which is the Sponsor’s estimated share of the cost for construction plus preliminary engineering, 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 State/Local Agreement (Construction) FY21 Capital Maintenance, Ph 1, ACHD Key No. 18701 Page No. 5
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. Nothing contained herein shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby expressly reserved.

(This space intentionally left blank)
EXECUTION

This Agreement is executed for the State by its Highways Construction and Operations 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

Division Administrator
Highways Construction and Operations

ATTEST:

ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS

Director

President

(SEAL)

By regular/special meeting
on ____________________.

cf: 18701 SLA Const
**WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS**

Key No: 18701
Project No: A018(701)
Project Name: FY21 Capital Maintenance Phase 1, ACHD
Sponsor: Ada County Highway District
Description of work: Pavement rehabilitation and upgrade of pedestrian ramps.

Date of State/Local Agreement for Project Development: 1/11/2019

<table>
<thead>
<tr>
<th>TOTAL ESTIMATED COST OF CONSTRUCTION</th>
<th>FEDERAL</th>
<th>LOCAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes E&amp;C &amp; Non-Bid Items</td>
<td>$4,603,980</td>
<td></td>
</tr>
<tr>
<td>APPROVED FORCE ACCOUNT WORK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUS PE BY STATE (from 2101)</td>
<td></td>
<td>$7,000</td>
</tr>
<tr>
<td>PLUS RW BY STATE (from 2101)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUS PL BY LHTAC (from 2101)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUS PC (from PC Agreements)</td>
<td></td>
<td>$404,537</td>
</tr>
<tr>
<td>MINUS ALL NON-PARTICIPATING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participating Total</td>
<td>$5,015,517</td>
<td></td>
</tr>
</tbody>
</table>

**MATCH PERCENTAGES**

<table>
<thead>
<tr>
<th>PERCENTAGE AMOUNTS</th>
<th>FEDERAL</th>
<th>LOCAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,647,378.05</td>
<td>$368,138.95</td>
<td></td>
</tr>
</tbody>
</table>

**MINUS FEDERAL MAXIMUM**

| $0 | $0 |

**ADD OVERAGE (If Any To Local)**

| 4,647,378 | $0 |

**LOCAL SHARE OF CONSTRUCTION AMOUNT**

| $368,139 |

**ADJUSTMENTS**

| PLUS ALL NON-PARTICIPATING (From above if work by contract) | $0 |
| PLUS ADVANCED CONSTRUCTION FUNDS | $0 |
| MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement) | $20,000 |
| MINUS APPROVED FORCE ACCOUNT WORK (From above) | $0 |
| MINUS PRELIMINARY ENGINEERING PAID BY LOCAL | $29,693 |

(If LPA has not rec’d reimbursement, use actual PC dollars paid by LPA)
(If LPA has rec’d reimbursement, use local match % of actual PC dollars paid by LPA)
(Amounts must be supported by District Records Inspector Audit)

**CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS**

| $318,446 |

<table>
<thead>
<tr>
<th>Comments</th>
<th>Engineers Estimate: $3,999,112.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% Contingency Engineers Estimate</td>
<td>$199,955.64</td>
</tr>
<tr>
<td>10% of EE for Engineering</td>
<td>$399,911.28</td>
</tr>
<tr>
<td>CE (Straight, ITD)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

PREPARED BY: Brian McCarthy
Date 1/12/2021

EXHIBIT A
February 10, 2021

TO: ACHD Commissioners, ACHD Director, ACHD Deputy Directors

FROM: Chris Dayley, Project Manager

SUBJECT: 2021 Arterial & Collector Capital Maintenance
          ACHD Project No 520002
          Bid Opening Date: February 10, 2021
          Consent Agenda Item: February 24, 2021 Commission Meeting

Executive Summary

The project bids were opened and read aloud during a Zoom virtual meeting at 3:00 pm, February 10, 2021. The low-cost, responsive bid was submitted by Central Paving Co. Inc in the amount of $1,385,944.83 for the 2021 Arterial & Collector Capital Maintenance construction contract. Staff recommends accepting the bid and awarding the contract to the low-cost responsive bidder.

Facts & Findings

The construction contract will perform pavement rehabilitation on Pleasant Valley Road from Amyx Lane to Hollilynn Drive by reconstructing and reclaiming and overlaying the existing pavement as part of ACHD's Pavement Management Program.

The bid results are presented below:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Central Paving Co. Inc</td>
<td>$1,385,944.83</td>
</tr>
<tr>
<td>2 Knife River Corporation</td>
<td>$1,422,199.00</td>
</tr>
<tr>
<td>3 Idaho Materials &amp; Construction</td>
<td>$1,485,374.00</td>
</tr>
<tr>
<td>4 Sunroc</td>
<td>$1,519,154.00</td>
</tr>
<tr>
<td>5 Granite Excavation</td>
<td>$1,772,186.50</td>
</tr>
<tr>
<td><strong>Engineer’s Estimate</strong></td>
<td><strong>$1,692,797.75</strong></td>
</tr>
</tbody>
</table>
The bid analysis indicates the low cost, responsive bid for the project came in 18.1% below the Engineer’s Estimate. The range of the bids was between 18.1% below and 4.7% above the Engineer’s Estimate with the average bid coming in at 10.4% below the Engineer’s Estimate.

The low-cost responsive bid for the project came in 37.0% below the FY21 Budget.

**Fiscal Implications**
There is $2,200,000 in the FY21 budget for construction. Staff will request a FY20 2nd Budget Adjustment decrease in the amount of $744,000. This will allow a 5% contingency on the construction contract for a total construction budget of $1,456,000.

**Policy Implications**
This project was approved as part of the FY21 Budget and the 2021-2025 Integrated Five Year Work Plan, adopted by the Commission on September 23, 2020.

**Schedule Implications**
Substantial completion of the project is scheduled for June 17, 2021 based on a notice to proceed date of March 25, 2021.

**Alternatives**
1. Accept the bid and award the contract to Central Paving Co. Inc.
2. Reject the bid.

**Recommendation**
Accept the bid and award the contract to Central Paving Co. Inc.

cc: Dyan Bevins P.E.
Ricardo Calderon
Project File
Kadee Porter P.E.
Breann Shearer
STAFF REPORT

TO: ACHD Commission
FROM: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org
SUBJECT: 2021 Light Duty Vehicle F550 Purchase Agreement
MEETING: Commission Meeting - 24 Feb 2021

FACTS & FINDINGS:
In early February 2021, Ford cut production of their F550s and are no longer taking new Fleet orders because of a microchip shortage. ACHD had planned to procure the required F550s off the production line but now have determined purchasing off the lot from local dealers is the only option to ensure procurement this fiscal year.

On February 4, 2021, ACHD received a quote from Rush Truck that included pricing from Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19. Idaho Code 67-2807 “Cooperative Purchasing” allows agencies to participate in a program established by a not-for-profit association such as the Texas Buyboard, and to purchase goods through those programs. The Texas Buyboard contract was the result of a competitive solicitation process and this procurement is authorized under Idaho Code 67-2807.

The following table illustrates the cost savings of the proposed procurement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Texas Buy-Board Price</th>
<th>Government Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>F550 Cab &amp; Chassis</td>
<td>1</td>
<td>$60,039.00</td>
<td>$60,277.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>238.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

This truck will be assigned to Adams Utility replacing unit 23.177.

FISCAL IMPLICATIONS:
Fleet has budgeted $95,000.00 for this equipment in 670.4350.03 account. The remainder of the funds will be used to upfit the vehicle with a utility bed and specialized features. Cost savings on the chassis is less than expected because we are purchasing from the dealer lot instead of direct from the manufacturer, so additional funds will be requested in the 2nd budget adjustment.
RECOMMENDATIONS:
Staff recommends that the ACHD Commission approve and execute the 2021 Light Duty Vehicle F550 Piggyback Purchase Agreement MD-1696 with Rush Truck in the amount of $60,039.00.

ATTACHMENT(S):
2021 Light Duty Vehicle F550 Purchase Agreement MD-1696
2021 Light Duty Vehicle F550 Staff Memo
PURCHASE AGREEMENT

2021 Light Duty Vehicle F550 Piggyback Purchase Agreement
MD-1696

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this 24th day of February 2021 by and between Ada County Highway District (hereinafter “ACHD”), and Rush Truck (hereinafter “VENDOR”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Maintenance Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho 83714; the telephone number is 387-6100; and the facsimile number is 387-6391.

b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.
c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19, the Invitation to Bid, Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean Rush Truck. For the purposes of this AGREEMENT, the VENDOR mailing address is 6800 E 50th Ave; Commerce City, CO 80022; the telephone number is (208) 732-7832.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit “A”, SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit “A”, SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Sixty Thousand Thirty-Nine Dollars ($60,039.00), to the VENDOR as provided in Exhibit “B”, PAYMENT SCHEDULE.

a. Invoice submittals are to be sent to ACHD as provided in Section 10.

b. Payment will be released in full upon, complete delivery and inspection of all vehicles.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered on or before February 26, 2021 as provided in Exhibit “C”, DELIVERY SCHEDULE. ACHD will grant extensions for the following: delays caused by ACHD, excessive time required to process submittals by ACHD, additional ITEM(s) requested by ACHD, or circumstances beyond the control of the Vendor such as shipping/freight delays or delays caused by the manufacturer.

2021 LIGHT DUTY VEHICLE F550 PIGGYBACK PURCHASE AGREEMENT MD-1696 PAGE 2
SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until September 30, 2021.

SECTION 6. F.O.B. BOISE. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of business located at our Maintenance facility on Adams St. in Garden City, Idaho.

SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day. Written acknowledgement shall be sent via email to the following ACHD staff:
   Erin Chesnut, Fleet Coordinator, echesnut@achdidaho.org;
   Kristi Gronski, Fleet Administrative Specialist, kgronski@achdidaho.org,
   Paige Herrigstad, Sr. Administrative Assistant, pherrigstad@achdidaho.org.

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:

a. Delivered personally to the contact at the address below; or

b. Sent by email to the other party at the email address set forth below; or

c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or

d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.
SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.

SECTION 13. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, is to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 14. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 15. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 16. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.

SECTION 17. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 18. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.

SECTION 19. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s).
ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 20. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.

SECTION 21. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:
   i. Fails to execute this AGREEMENT; or
   ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or
   iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or
   iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or
   v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or
   vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
   vii. Makes assignment for the benefit of creditors; or
   viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been payable under the AGREEMENT, then the VENDOR shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:
   i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the
basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.

ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 22. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD’s initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 23. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 24. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 25. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 26. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.

SECTION 27. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 28. ACKNOWLEDGMENT OF NON-EMPLOYEMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this
AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 29. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker’s compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD's protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 30. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2807. ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.

SECTION 31. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: ______________________
    Kent Goldthorpe, ACHD President

VENDOR

By: ______________________
    ______________________
    ______________________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
VENDOR:
STATE OF COLORADO )
County of ____________) ss.

On this ____ day of ____________, 2021, before me, _____________________, a Notary Public in and for the State of Colorado, personally appeared _____________________, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____________________________________
Notary Public for Colorado
Residing at: ___________________________
My Commission Expires: _________________

ADA COUNTY HIGHWAY DISTRICT:
STATE OF IDAHO )
County of Ada ) ss.

On this ____ day of ____________, 2021, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____________________________________
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: August 13, 2025
PURCHASE AGREEMENT

Exhibit “A”

SPECIFICATIONS

See Attached Specifications

A. See the attached specifications.
B. Provide the following information on all major components (electronic or physical documentation is acceptable):
   i. Description/name of the component
   ii. Associated serial number
   iii. Part number
C. Also please identify the manufacture recommendations for preventative maintenance intervals for the main engine, chassis, and any other auxiliary equipment that the manufacture recommends a maintenance service on. Please provide the intervals for both moderate and severe use.

One (1) Ford F550 4x4 Supercab Chassis only, as referenced in Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19, ($60,039.00 each)
PURCHASE AGREEMENT

Exhibit “B”

PAYMENT SCHEDULE

For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Sixty Thousand Thirty-Nine Dollars ($60,039.00) as priced in the Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19 to the VENDOR as provided in SECTION 3, PAYMENT. The items break down as follows:

One (1) Ford F550 4x4 Supercab Chassis only, as referenced in Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19, ($60,039.00 each)
PURCHASE AGREEMENT

Exhibit “C”

- -

DELIVERY SCHEDULE

A. Delivery shall be on or before February 26, 2021. Delivery of the units shall be at ACHD Maintenance Department, 440 N Cloverdale, Boise, ID 83713. Bid price shall include all expenses for delivery to this location.

B. ACHD and VENDOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

C. In the event VENDOR fails to perform the terms and conditions of this AGREEMENT in a timely manner, ACHD shall have the right to reduce the monies due the VENDOR by a sum of (1%) of the total AGREEMENT amount per week, commencing on the Date for Delivery date as described in Section 4, TIME FOR DELIVERY AND EXTENSIONS, and Exhibit “C”, DELIVERY SCHEDULE, and continuing until all the ITEM(s) as set forth in the Section 2 is/are delivered to ACHD.
February 10, 2021

To: ACHD Commission
   Bruce S. Wong, Director

From: Erin Chesnut, Fleet Coordinator

Subject: 2021 Light Duty Vehicle F550 Piggyback Purchase Agreement MD-1696

Agenda Date: February 24, 2021

Facts and Findings:
In early February 2021, Ford cut production of their F550s and are no longer taking new Fleet orders because of a microchip shortage. ACHD had planned to procure the required F550s off the production line but now have determined purchasing off the lot from local dealers is the only option to ensure procurement this fiscal year.

On February 4, 2021, ACHD received a quote from Rush Truck that included pricing from Texas Local Government Purchasing Cooperative-Buyboard Proposal Number 601-19. Idaho Code 67-2807 “Cooperative Purchasing” allows agencies to participate in a program established by a not-for-profit association such as the Texas Buyboard, and to purchase goods through those programs. The Texas Buyboard contract was the result of a competitive solicitation process and this procurement is authorized under Idaho Code 67-2807.

The following table illustrates the cost savings of the proposed procurement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Texas Buy-Board Price</th>
<th>Government Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>F550 Cab &amp; Chassis</td>
<td>1</td>
<td>$60,039.00</td>
<td>$60,277.00</td>
</tr>
</tbody>
</table>

**Total Cost Savings:** $238.00

This truck will be assigned to Adams Utility replacing unit 23.177.

Fiscal Impacts:
Fleet has budgeted $95,000.00 for this equipment in 670.4350.03 account. The remainder of the funds will be used to upfit the vehicle with a utility bed and specialized features. Cost savings on the chassis is less than expected because we are purchasing from the dealer lot instead of direct from the manufacturer, so additional funds will be requested in the 2nd budget adjustment.

Staff Recommendation:
Staff recommends that the ACHD Commission approve and execute the 2021 Light Duty Vehicle F550 Piggyback Purchase Agreement MD-1696 with Rush Truck in the amount of $60,039.00.

cc: Jennifer A. Berenger, Maintenance Deputy Director
February 11, 2021

TO: ACHD Board of Commissioners, Bruce S. Wong, Director

FROM: Dave Serdar, Right of Way Supervisor

SUBJECT: Vacation / Exchange


Executive Summary

This action is to vacate to Madera Development, Inc., as described on page 426 of the Ada County Road Book, Volume 1, lying within the Southeast ¼ of the Southwest ¼ of Section 2 and Northeast ¼ of the Northwest ¼ of Section 11, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Containing 0.75 acres (32,859 SF), more or less. And to dedicate a parcel of land being a portion of the Southeast ¼ of the Southwest ¼ of Section 2, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Containing 0.27 acres (11,772 SF), more or less.

Facts & Findings

1. ACHD received an application for the vacation of the above-referenced right of way from Madera Development, Inc., an adjacent landowner.

2. The area being proposed for vacation encompasses approximately 0.75 acres (32,859 SF), more or less. (Attachment 1).

3. Idaho Code, section 50-1306A (6) requires that before a vacation can be authorized, a public hearing must be held, with notice published in accordance with Idaho Code, section 40-206, where any person may appear and show cause that the vacation should not be made.

4. Notice of the public hearing was published in the Idaho Press Tribune on February 9th, 10th and 17th, 2021 with the last date of publication at least five (5) days before the hearing.
5. In accordance with Idaho Law and ACHD policy, comments were requested from the following public and private agencies and public utilities, regarding their plans for the area of the proposed vacation. In addition, ACHD staff has been notified and comments were requested concerning the requested vacation.

A. ACHD Staff comments:
   Provide easements for any existing utilities

B. The following agencies had no response:
   Ada County Development Services
   AT&T Communications
   Ballantyne Ditch Company
   Boise Project Board of Control
   Cable One
   Century Link
   City of Eagle
   Eagle Sewer District
   Eagle Water Company
   Farmers Union Irrigation District
   Idaho Power Company
   Integra Telecom
   Marathon Petroleum
   Suez

C. The following agencies responded and had no objection:
   Eagle Fire Department
   Intermountain Gas
   Nampa Meridian Irrigation District
   Syringa Networks

6. There is no access to Federal or State lands or waters that will be denied if the requested vacation is approved.

7. On January 21, 2021, a letter was sent out notifying all the property owners within 600 feet of the requested vacation of the public hearing set for February 24, 2021.

8. Attachment 2 for Commission review and consideration is Resolution Number 2339.

9. Approval of the vacation is subject to retention of the public and private utility easements, drainage easements, irrigation easements, and/or other easements of record or not of record or in use upon or under said described public right of way and/or the provisions for the relocation or replacement of existing facilities. Costs associated with relocation or replacement of existing easements and facilities shall be borne by the applicant with approval of the applicable utility or agency.
10. It is in the public interest for ACHD to execute a Quitclaim Deed granting the subject public right-of-way to Madera Development, Inc.

**Fiscal Implications**

1. Applicant has paid the $2,500.00 application fee.
2. ACHD is vacating approximately 0.75 acres (32,859 SF) for the appraised price of $45,000.00.
3. Applicant is exchanging to ACHD approximately 0.27 acres (11,772 SF) for the appraised price of $32,000.00.
4. Applicant will be submitting to ACHD funds in the amount of $13,000.00.

**Policy Implications**

The public hearing and the vacation procedures were accomplished according to current ACHD policies. As per Headquarters Subdivision/ EPP18-0005/ A-03-18/ RZ-05-18/ PP-04-18, Development Service’s Staff Report approved May 31, 2018, this Vacation is being required for the Right-of-Way that is directly south of 5655 W. Floating Feather Rd.

**Recommendation**

Staff recommends that the Board of Commissioners adopt and sign Resolution Number 2339 (Attachment 2), and the President of the Board sign the quitclaim deed (Attachment 3) to vacate the public right of way known as Madera Development – Headquarters Subdivision, located at 5655 W. Floating Feather Rd. on W. Floating Feather Rd south of the intersection of N. Lanewood Rd.

Attachment(s):

1. Vicinity and ROW Vacation Maps
2. Resolution 2339
3. Quitclaim Deed to Madera Development

cc: Right-of-Way File
RESOLUTION NUMBER 2339

AUTHORIZING AN ABANDONMENT/VACATION OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND MADERA DEVELOPMENT, INC., WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES.

WHEREAS, by its Resolution Number 2339 adopted and approved at its regular meeting held on February 24, 2021, the Ada County Highway District Commission, in accordance with the requirements of Idaho Code, section 40-1309 and 40-203, found that Public Right of Way known as Madera Development–Headquarters Subdivision, to Madera Development, Inc., located at 5655 W. Floating Feather Rd. on W. Floating Feather Rd south of the intersection of N. Lanewood Rd., as described on page 426 of the Ada County Road Book, Volume 1, lying within the Southeast ¼ of the Southwest ¼ of Section 2 and Northeast ¼ of the Northwest ¼ of Section 11, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Containing 0.75 acres (32,859 SF), more or less. And to dedicate a parcel of land being a portion of the Southeast ¼ of the Southwest ¼ of Section 2, Township 4 North, Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho, particularly described in Exhibit “A” (hereinafter “subject public right-of-way”) was no longer useful to ACHD, and set a public hearing before the Commission for 12:00 PM, on February 24, 2021, at which time any person could appear to show cause why the subject public right-of-way should not be abandoned/vacated.

WHEREAS, in accordance with Idaho Code, sections 40-203 and 40-1309, the Commission does hereby make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

2. Upon the filing of a petition by the Petitioner for the abandonment/vacation of the subject public right-of-way, the following organizations and agencies were notified on December 18, 2020.
   A. Ada County Highway District Staff members;
   B. All appropriate local agencies and utilities were contacted, and comments requested.
3. On January 20, 2021, a public hearing date was set by the Board of Commissioners for February 24, 2021.
4. Following the filing of the petition for the abandonment/vacation of the subject public right-of-way Parcel, property owners within 600 feet of the subject public right-of-way were notified by certified mail on January 21, 2021, of the time, date and place of the public hearing.
5. In accordance with Idaho law, a Notice of Public Hearing was published in the Idaho Press Tribune a daily newspaper published in Canyon County, Idaho, on the 9th and 10th and the 17th day of February, 2021, and an affidavit of publication was received by the Ada County Highway District and is on file in the office of the Right-of-Way Department.
6. Any and all comments received from the December 18, 2020 notification of Ada County Highway District Staff members and all applicable local agencies are on file in the office of the Right-of-Way Department and are included within the Public Hearing staff memo dated February 11, 2021.
7. Any and all comments, received from those property owners of real property within 600 feet of
the subject public right-of-way are on file in the office of the Right-of-Way Department and are
included within the Public Hearing staff memo of dated February 11, 2021.

8. At the public hearing on Wednesday, February 24, 2021, oral and or written testimony was
presented and at the conclusion of which, President Kent Goldthorpe closed the public hearing
for testimony. After discussion, the Commission found the abandonment/vacation was in the
public’s best interest and voted to approve the abandonment/vacation of the subject public
right-of-way.

9. Ada County Highway District and Madera Development, Inc. have negotiated a price of
$45,000.00 for the property to be vacated. The value of the property to be exchanged is
$32,000.00. The remaining funds of $13,000.00 have been received by ACHD.

CONCLUSIONS OF LAW:

It is the opinion of the Board of Commissioners of the Ada County Highway District, per President
Kent Goldthorpe, and Dave McKinney, Vice-President, Jim D. Hansen, Mary May and Alexis Pickering,
Commissioners, that the subject public right-of-way is no longer needed by the Ada County Highway
District and that it is the best interest of the traveling public, the adjacent property owners, and the Ada
County Highway District that the abandonment/vacation of right-of-way known as Madera Development
– Headquarters Subdivision to Madera Development, Inc., located at 5655 W. Floating Feather Rd. on
W. Floating Feather Rd south of the intersection of N. Lane wood Rd., Section 11, Township 4 North,
Range 1 West, Boise Meridian, located in the City of Eagle, Ada County, Idaho. Boise Meridian,
Madera Development, Inc., and more particularly described in Exhibit “A” be approved and the subject
public right-of-way be abandoned/vacated.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Idaho Code section 40-203 and 40-1309 that
the proposed abandonment/vacation of the public right-of-way is hereby authorized, and ACHD staff is
hereby directed to negotiate a value, and on such other terms and conditions as are appropriate, and that
the President of the Commission and the Director be, and are hereby, authorized and directed to execute
on behalf of the Ada County Highway District an appropriate quitclaim deed for the abandoned/vacated
subject public right-of-way, subject to the following:

Retention of public and private utility easements, drainage easements, irrigation easements
and/or other easements of record or not of record or in use upon or under said described
public right-of-way and/or the provisions for the relocation or replacement of existing facilities.

Costs associated with relocation or replacement of existing easements and facilities shall be borne by the
Petitioner with approval of the applicable utility or agency.

RESOLUTION 2339– AUTHORIZING AN ABANDONMENT/VACATION OF PUBLIC RIGHT-OF-WAY
BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND MADERA DEVELOPMENT, INC,
WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES
- page 2
ADOPTED AND APPROVED by the Board of Commissioners of the Ada County Highway District at its regular meeting held on this 24 day of February 2021.

ADA COUNTY HIGHWAY DISTRICT
BOARD OF COMMISSIONERS:

By: __________________________
Kent Goldthorpe, President

By: __________________________
Dave McKinney, Vice-President

By: __________________________
Jim D. Hansen, Commissioner

By: __________________________
Mary May, Commissioner

By: __________________________
Alexis Pickering, Commissioner

ATTEST:

______________________________
Bruce S. Wong, Director

STATE OF IDAHO )

County of Ada )

On this __________ day of __________, 2021, before me, __________________________ a notary public in and for said State, personally appeared Bruce S. Wong, Director, and President, Kent Goldthorpe, Vice-President, Dave McKinney, Commissioners, Jim D. Hansen, Mary May and Alexis Pickering, known to me to be the Board of Commissioners, respectively, of the Ada County Highway District and that they executed this instrument on behalf of said Highway District for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires: __________________________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

RESOLUTION 2339—AUTHORIZING AN ABANDONMENT/VACATION OF PUBLIC RIGHT-OF-WAY BY AND BETWEEN THE ADA COUNTY HIGHWAY DISTRICT AND MADERA DEVELOPMENT, INC, WITH OTHER CONSIDERATIONS BETWEEN THE PARTIES

- page 3
Resolution No.: 2339
Township/Range/Section: T4N, R1W, Section 11

QUITCLAIM DEED CONVEYING PUBLIC RIGHT-OF-WAY

THIS INDENTURE, made this ______ day of ________________, 2021, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and MADERA DEVELOPMENT, INC., the "GRANTEE":

WITNESSETH:

FOR VALUE RECEIVED, GRANTOR does by these presents convey, remise, release and forever quitclaim unto GRANTEE all right, title and interest of GRANTOR in the real property situated in the COUNTY OF ADA, STATE OF IDAHO, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Right-of-Way").

SUBJECT TO easements of record, statutory rights of utilities and districts to be in the public right-of-way which rights are being exercised in the Right-of-Way as of the date of this Indenture (for sewer, gas, water or similar pipelines and their appurtenances, for electrical and telephone lines and for irrigation and drainage ditches), and subject to licenses for telecommunications lines which are in place in the Right-of-Way as of the date of this Indenture. GRANTEE is responsible for costs of any relocation or replacement of such pipelines, lines and ditches.

TO HAVE AND TO HOLD the same unto the GRANTEE and to its successors and assigns forever.

The current address of GRANTEE is:

MADERA DEVELOPMENT INC
5655 W. FLOATING FEATHER RD.
EAGLE, ID 83616
IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR this ____ day of ______________, 2021.

ADA COUNTY HIGHWAY DISTRICT

By ____________________________
   Kent Goldthorpe, President

Attest:

Bruce S. Wong, Director

State of Idaho )
 ) ss.
County of Ada )

On this ____ day of ______________, in the year 2021, before me, ________________________, a Notary Public in and for the State of Idaho, personally appeared Kent Goldthorpe, known or identified to me to be the President of the Board of Commissioners of the Ada County Highway District, and Bruce S. Wong, known or identified to me to be the Director of the Ada County Highway District, the persons who executed this instrument on behalf of said Highway District for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.

Notary Public for the State of Idaho
Residing at _________________, Idaho
My Commission expires _____________