



Mayor Robert E. Simison

City Council Members:

Luke Cavener, President

Liz Strader, Vice President

Brian Whitlock

Doug Taylor

John Overton

Anne Little Roberts

TO: Mayor Robert E. Simison
Members of the City Council

FROM: Jared Hale
Engineering Project Manager

DATE: December 8, 2025

SUBJECT: IN ACCORDANCE WITH THE INTERAGENCY AGREEMENT
PREVIOUSLY APPROVED BY CITY COUNCIL, APPROVE THE NOT-
TO-EXCEED AMOUNT OF \$1,864,711.94 TO PAY ADA COUNTY
HIGHWAY DISTRICT (ACHD) FOR CITY WATER AND SEWER
IMPROVEMENTS CONSTRUCTED BY LARIVIERE INC. FOR THE
ACHD USTICK ROAD, TEN MILE ROAD TO LINDER ROAD UTILITY
IMPROVEMENTS PROJECT.
ACHD PROJECT 521052 AND CITY OF MERIDIAN PROJECT 11218.B

REQUESTED COUNCIL DATE: December 16, 2025

I. RECOMMENDED ACTION

A. Move to:

1. In accordance with the Interagency Agreement previously approved by City Council, approve the not-to-exceed amount of \$1,864,711.94 to pay Ada County Highway District (ACHD) for City water, sewer, and street light improvements constructed by LaRiviere Inc. for the ACHD Ustick Road, Ten Mile Road to Linder Road Utility Improvements Project.
ACHD Project 521052 and City of Meridian Project 11218.b
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Jared Hale, Engineering Project Manager	208-489-0370
Clint Dolsby, Assistant City Engineer	208-489-0347
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-985-1259

III.DESCRPTION

A. Background

ACHD will widen Ustick Road from Ten Mile Road to Linder Road to five lanes as part of their Ustick Road corridor expansion. They will be adding sidewalks, a retention wall along Five Mile Creek, and stormwater improvements.

B. Proposed Project

This project includes the construction of water, sewer, and streetlight improvements. The water improvements will include relocating 1700 lineal feet of 12" water main to accommodate the construction of the retaining wall along Five Mile Creek, casing an irrigation crossing, and adding water services for the median landscaping. The sewer improvements include replacing 174 lineal feet of 30" sewer main to accommodate the construction of the retaining wall along Five Mile Creek and rehabilitating 1657 lineal feet 27" reinforced concrete pipe with cure in place pipe. The streetlight improvements include adding 37 davit poles and 6000 lineal feet of conduit.

IV. IMPACT

A. Strategic Impact:

This project is aligned with the Public Works objective of being opportunistic in planning for growth and infrastructure needs. The construction impacts on the residents will be minimized by partnering with ACHD.

B. Fiscal Impact:

The costs of the City of Meridian infrastructure improvements are \$1,864,711.94 and will be funded from three different accounts as shown below.

Project Costs:

Fiscal Year 2026		
Construction Costs		\$1,576,389.42
10% Contingency		\$157,638.94
ACHD Cost Share		\$43,982.16
ACHD Overhead Costs		\$86,701.42
	Total Project Cost	\$1,864,711.94

Project Funding

Fiscal Year 2026	Account Code / Codes	
Sewer Main Extensions	65-3590-93505	\$210,345.97
Sewer Main Replacements	65-3590-95000	\$940,324.63
Water Main Extensions	62-3490-96140	\$357,786.84
Streetlighting	01-1860-54000	\$356,254.50
	Total Funding	\$1,864,711.94

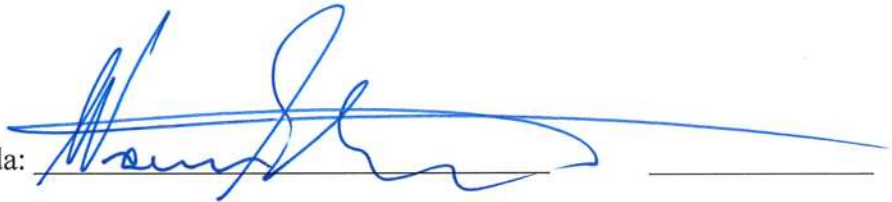
VI. TIME CONSTRAINTS

ACHD started construction on this project in November. City approval of this agreement is required for ACHD to install sewer and water improvements as part of their project.

VII. LIST OF ATTACHMENTS

- A. ACHD Sewer and Water Bid Results from LaRiviere, Inc.
- B. Spreadsheet of Actual Cost Breakdown
- C. Interagency Agreement
- D. Cost Share Agreement

Approved for Council Agenda: _____



City of Meridian
ACHD Ustick - Ten Mile to Linder Utility Improvements
Sewer and Water Improvements
ACHD Project No. 521052 & City Project No. 11218
November 24, 2025

Item No.	Item Description	Unit	Unit Price	Sewer Extensions		Sewer Replacements		Water Extensions		Street Lighting	
				Estimated Quantity	Item Total	Estimated Quantity	Item Total	Estimated Quantity	Item Total	Estimated Quantity	Item Total
205.4.1.B.1.	DEWATERING	LS	\$12,761.67	0.75	\$9,571.18						
303.4.1.B.1.	EXPLORATORY EXCAVATION (POTHOLE)	EA	\$4,686.14		\$0.00		\$0.00	1	\$4,686.14		\$0.00
306.4.1.D.1.	IMPORTED TRENCH BACKFILL, TYPE A (PRE-APPROVAL REQUIRED)	TON	\$33.69	100	\$3,369.00		\$0.00		\$0.00		\$0.00
307.4.1.G.1.a	TYPE F SURFACE RESTORATION -- TEMPORARY	SY	\$108.38	50	\$5,419.00		\$0.00	100	\$10,838.00		\$0.00
307.4.1.G.1.b	TYPE F SURFACE RESTORATION -- PERMANENT	SY	\$108.38	79	\$8,562.02		\$0.00		\$0.00		\$0.00
310.4.1.A.1.a	20"Ø, 3/8" THICK STEEL CASING	LF	\$374.72		\$0.00		\$0.00	20	\$7,494.40		\$0.00
310.4.1.A.1.b	42"Ø, 3/8" THICK STEEL CASING	LF	\$764.42	98	\$74,913.16		\$0.00		\$0.00		\$0.00
401.4.1.A.1.a	12" PVC, AWWA C900, DR18, WATER MAIN	LF	\$73.71		\$0.00		\$0.00	1,700	\$125,907.00		\$0.00
401.4.1.A.1.b	16" (IPS) HDPE, AWWA C906, PE4710, DR9, WATER MAIN	LF	\$188.70		\$0.00		\$0.00	30	\$5,661.00		\$0.00
401.4.1.C.1.	LOCATE STATION PER MERIDIAN SD-05	EA	\$1,438.00		\$0.00		\$0.00	4	\$5,752.00		\$0.00
402.4.1.A.1	12" GATE VALVE	EA	\$6,639.77		\$0.00		\$0.00	3	\$20,519.31		\$0.00
404.4.1.A.1.a	1" SINGLE WATER SERVICE CONNECTION	EA	\$10,761.07		\$0.00		\$0.00	2	\$21,522.14		\$0.00
404.4.1.A.1.b	1-1/2" SINGLE WATER SERVICE CONNECTION	EA	\$12,899.04		\$0.00		\$0.00	2	\$25,799.88		\$0.00
501.4.1.B.1.	30" PVC, ASTM F679, PS46, SANITARY SEWER MAIN	LF	\$160.35	174	\$27,900.90		\$0.00		\$0.00		\$0.00
502.4.1.A.1.	60" SANITARY SEWER MANHOLE, TYPE B	EA	\$7,970.16	2	\$15,940.32		\$0.00		\$0.00		\$0.00
502.4.1.G.1.	REPAIR EXISTING SEWER MANHOLE AND ADJUST TO GRADE	EA	\$1,249.30	2	\$2,498.60		\$0.00		\$0.00		\$0.00
502.4.1.H.1.	COAT INSIDE OF SEWER MANHOLE WITH PROTECTIVE LINER	EA	\$5,189.40		\$0.00	2	\$10,378.80		\$0.00		\$0.00
509.4.1.B.1.	CIP REHABILITATE EXISTING 27" CONCRETE SEWER MAIN	LF	\$412.77		\$0.00	1,657	\$683,959.89		\$0.00		\$0.00
509.4.1.D.1.	RECONNECT EXISTING SEWER SERVICE LINE	EA	\$693.79		\$0.00	1	\$693.79		\$0.00		\$0.00
512.4.1.A.1	SEWAGE BYPASS SYSTEM	LS	\$10,245.30	1	\$5,122.65		\$5,122.65		\$0.00		\$0.00
2030.4.1.C.1.	MOBILIZATION	LS	\$153,685.98	0.14	\$21,516.04	0.62	\$95,295.31	0.24	\$36,884.64		\$0.00
2030.4.1.C.1.	ADJUST EXISTING VALVE BOX TO GRADE	EA	\$421.60		\$0.00		\$0.00	13	\$5,480.80		\$0.00
2030.4.1.D.1.	ADJUST EXISTING CITY FIBER OPTIC JUNCTION BOX TO GRADE	EA	\$345.89	3	\$1,037.67		\$0.00		\$0.00		\$0.00
SP-M04005	UPGRADE STORM DRAIN PIPE TO WATER CLASS PIPE	EA	\$6,562.56		\$0.00		\$0.00	2	\$13,125.12		\$0.00
SP-M04007.a	ABANDON EXISTING WATER MAIN	LF	\$9.05		\$0.00		\$0.00	1,703	\$15,412.15		\$0.00
SP-M04007.b	ABANDON EXISTING SEWER MAIN	EA	\$1,002.63	2	\$2,005.06		\$0.00		\$0.00		\$0.00
SP-M04021	ADJUST EXISTING WATER METER TO GRADE	EA	\$824.73		\$0.00		\$0.00	1	\$824.73		\$0.00
1131.01.06	INSTALL STREET LIGHT	EA	\$4,229.83		\$0.00		\$0.00		\$0.00	38	\$160,733.54
1131.01.07	INSTALL STREET LIGHTING CONDUIT	LF	\$11.09		\$0.00		\$0.00		\$0.00	6,000	\$66,540.00
1131.01.08	INSTALL STREET LIGHTING JUNCTION BOX 940T	EA	\$767.35		\$0.00		\$0.00		\$0.00	37	\$28,391.95
1131.01.08.A	INSTALL STREET LIGHTING JUNCTION BOX 945T	EA	\$1,023.85		\$0.00		\$0.00		\$0.00	4	\$4,095.40
1131.01.14	INSTALL STREET LIGHT WIRE	LF	\$3.41		\$0.00		\$0.00		\$0.00	12,000	\$40,920.00
Total					\$177,873.59		\$795,338.44		\$302,496.50		\$500,680.89

10% Contingency
 Overhead Cost is 5% of Construction Cost
 Cost Share = Construction Cost/Overall Construction Cost*(Traffic Control+Mobilization)
 Overall Construction Cost = \$9,933,426.21
 Traffic Control+Mobilization = \$269,339.15

Contingency	\$17,787.36	\$79,553.84	\$30,249.65	\$30,068.09
Overhead	\$9,783.05	\$43,743.61	\$16,637.31	\$16,537.45
Cost share	\$4,901.97	\$21,708.74	\$8,403.38	\$8,968.07
Total	\$210,345.97	\$940,324.63	\$57,786.84	\$56,554.50



INTERAGENCY AGREEMENT FOR:
ROADWAY CONSTRUCTION/ WATER AND SEWER CONSTRUCTION
USTICK RD, TEN MILE RD TO LINDER RD
ACHD PROJECT NO. 521052

THIS INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/WATER AND SEWER CONSTRUCTION ("Agreement") is made and entered into this 12th day of August, 2025, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("DISTRICT" or "ACHD"), and the CITY OF MERIDIAN, a municipal corporation organized under the laws of the State of Idaho ("MERIDIAN" or "City"), regarding ACHD Project no. 521052.

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County;

WHEREAS, City is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within the City;

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, DISTRICT and MERIDIAN desire to undertake a cooperative effort to incorporate into the DISTRICT'S road construction projects known as Ustick Rd, Ten Mile Rd to Linder Rd ("Project" or "Project Boundaries"), certain modifications or improvements to City owned facilities, including ***constructing new water and sewer main, installing a water valve, rehabilitating existing sewer main, adjusting water valve boxes and covers and sewer manholes to grade, and correcting potable/non-potable spacing issues*** (collectively, "City Water and Sewer Improvements") as detailed in Project no. 521052, to be constructed pursuant to a separately-executed agreement between DISTRICT and the selected Contractor ("CONTRACT"); and

WHEREAS, DISTRICT is willing to accommodate MERIDIAN'S request by including the City Water and Sewer Improvements in the Project plans, subject to the terms, conditions and obligations set forth in this Agreement and so long as DISTRICT receives assurances by the City that it will fully reimburse DISTRICT for all actual costs including, without limitation, any indirect costs and expenses that DISTRICT incurs as a result of the additional work attributable to the modification or installation of the City Water and Sewer Improvements within the Project Boundaries with the exception of MERIDIAN; and

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DISTRICT SHALL:

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the construction CONTRACT for the roadway reconstruction and City Water and Sewer Improvements referenced herein, which CONTRACT shall include, *inter alia*, a provision that all work required for the City Water and Sewer Improvements shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and the most current City of MERIDIAN Supplemental Specifications to the ISPWC. It is hereby specifically agreed that:
 - i. Adjustment of water valve boxes and covers to grade shall include reconstruction in conformance with ISPWC Section 404, and
 - ii. Adjustment of sewer manholes to grade shall include reconstruction in conformance with ISPWC Section 602.
- b. Provide MERIDIAN with a complete set of combined bid documents for the roadway reconstruction, and for the City Water and Sewer Improvements.
- c. Furnish MERIDIAN with an abstract of all bids received, and obtain MERIDIAN'S written concurrence with DISTRICT'S recommendation for award of the CONTRACT prior to making such award. MERIDIAN'S concurrence shall specifically acknowledge that the City Water and Sewer Improvements are and shall be subject to the terms and conditions of this Agreement. If MERIDIAN does not concur, DISTRICT shall remove the City Water and Sewer Improvements and if necessary, rebid the Project. MERIDIAN shall be responsible and shall reimburse DISTRICT for any and all costs suffered by DISTRICT attributable to the removal of the City Water and Sewer Improvements from the Project and if applicable, the rebidding of the Project.
- d. Include in the CONTRACT, a term providing that MERIDIAN will have the right and authority to work directly with the Contractor to resolve any claims relating in any way to the City Water and Sewer Improvements and that any such claims will be reviewed, approved or denied by MERIDIAN including enforcement of the two (2)

year warranty period to be started at the date described in the final acceptance letter from MERIDIAN.

- e. Coordinate with MERIDIAN should any changes be made to DISTRICT's portion of the CONTRACT or work pursuant thereto that does or may impact the City Water and Sewer Improvements.
- f. Make monthly progress payments and the final CONTRACT payment to the Contractor in conformance with the terms of the construction CONTRACT.
- g. Submit to MERIDIAN a copy of each design consultant billing attributable to the City Water and Sewer Improvements if applicable and Contractor progress payment estimate, and the final CONTRACT payment estimate, as such estimates are approved by DISTRICT after obtaining MERIDIAN'S concurrence regarding MERIDIAN'S portion of the CONTRACT, together with an invoice for MERIDIAN'S share of the construction CONTRACT costs earned by and to be paid to the Contractor.
- h. As applicable, provide for the reference and replacement of all pre-existing survey monuments within the Project.
- i. Provide the field survey and grade control necessary for construction of the roadway. Centerline or offsets and stationing shall be established prior to the City staking any sanitary sewer or potable water service lines, water valve boxes, manhole locations, and other City facilities.
- j. At the conclusion of the Project, submit to MERIDIAN written documentation of expenditures with an invoice for payment of all costs and expenses the DISTRICT incurs, in addition to those provided under paragraph 1.g. above, as a result of the additional work attributed to the City Water and Sewer Improvements within the Project Boundaries, including but not limited to, costs or changed conditions, plan errors and omissions, and delays attributable to design and/or installation of the City Water and Sewer Improvements.
- k. Be responsible only for the expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by DISTRICT or DISTRICT'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the City Water and Sewer Improvements. Such indemnification hereunder by DISTRICT shall in no event cause the liability of DISTRICT for any 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 MERIDIAN. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VII Section 4, Idaho Constitution, and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.

2. MERIDIAN SHALL:

- a. Provide the inspection, field survey and grade control required for the installation of all City Water and Sewer Improvements incorporated into the Project and installed and adjusted under the CONTRACT and provide copies of appropriate tests and construction diaries to the District Project Representative as designated by DISTRICT.
- b. Provide DISTRICT with the special provisions if applicable, and stamped plans, bid quantities and an Engineers Estimate (or pursuant to Paragraph 1.g. pay the DISTRICT the actual cost if the DISTRICT'S design consultant prepares the same) for the City Water and Sewer Improvements to be incorporated into the Project and included in the bid documents for the CONTRACT (all work required for the City Water and Sewer Improvements to be performed in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), the City's Supplemental Specifications to the ISPWC, and the City's Revisions to the Standard Specifications).
- c. Remit to DISTRICT, within thirty-five (35) calendar days after the date of any invoice referenced in paragraph 1.g., all funds for which MERIDIAN is responsible pursuant to the approved progress payment estimate and the final CONTRACT payment estimate.
- d. Remit to DISTRICT, within thirty-five (35) calendar days after the date of invoice referenced in paragraph 1.j., all funds for which MERIDIAN is responsible pursuant to this Agreement.
- e. Reimburse DISTRICT five percent (5%) of MERIDIAN'S construction costs attributable to the City Water and Sewer Improvements as payment toward the additional costs incurred by DISTRICT, including overhead and benefits, and project administration costs which include but are not limited to: public advertisement of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight, and maintaining construction project files.
- f. Reimburse DISTRICT for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of MERIDIAN'S project costs as they relate to the total project construction costs.
- g. Provide (at City's sole costs) trench compaction testing for the City Water and Sewer Improvements from one-foot (1') above the pipe zone to sub-grade of the roadway section; trench compaction testing shall be provided at the minimum frequency rate of one (1) test per one thousand (1,000) lineal feet, minimum one (1) for every three (3) transverse trenches; provide all re-testing required in any area that does not meet

CONTRACT requirements; and provide copies of tests for the area along the alignment of the pipeline to the designated DISTRICT representative.

- h. Be liable for the cost of repairing any trench failure attributable to the City Water and Sewer Improvements within the Project Boundaries, and be liable for and indemnify, defend and hold DISTRICT harmless for any and all costs, claims, and damages resulting from any such trench failure.
- i. Reimburse DISTRICT for any additional costs to DISTRICT over and above costs specifically enumerated herein, where such costs are attributable to the installations, adjustments, relocations and abandonments of the City Water and Sewer Improvements or to the removal of any or all items from the CONTRACT that are associated with the installation of the City Water and Sewer Improvements.
- j. Be responsible only for expenses and against suites, actions, claims or losses of every kind, nature, and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by MERIDIAN or MERIDIAN'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the City Water and Sewer Improvements. MERIDIAN is covered by Idaho Counties Risk Management Program ("ICRMP") for certain liabilities. Such indemnification hereunder by MERIDIAN shall in no event cause the liability of MERIDIAN for any 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 DISTRICT. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 3, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- k. Work directly with the Contractor to resolve any claims relating in any way to the City Water and Sewer Improvements; any and all such claims will be reviewed, approved or denied by MERIDIAN and MERIDIAN shall indemnify, save harmless and defend regardless of outcome, DISTRICT from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any and all such claims regardless of the outcome of the City's efforts to resolve said claims with the Contractor.

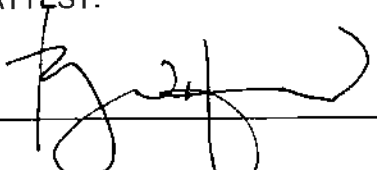
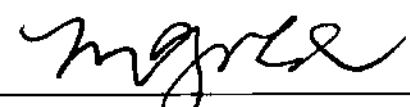
3. THE PARTIES HERETO FURTHER AGREE THAT:



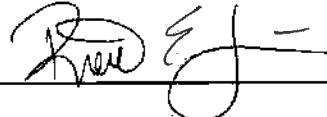
- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. The amount to be reimbursed to DISTRICT by MERIDIAN for MERIDIAN'S portion of the Project shall be based on the actual quantities of work acceptably performed and/or installed, as determined from field measurements made by MERIDIAN, and paid for pursuant to the unit, and or lump sum prices, established in the CONTRACT.

- c. DISTRICT shall obtain MERIDIAN 'S approval prior to commencement of any change order work involving the installations, adjustments, relocations and abandonments of City water or sewer facilities.
- d. Prior to commencement of work by the Contractor, the parties will, together with the Contractor, inspect within the entire Project Boundaries for the purpose of reviewing the Project to locate any unstable areas and to resolve any items of concern or misunderstanding.
- e. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- f. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- g. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- h. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- i. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- j. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- k. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- l. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- m. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

- n. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- o. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and MERIDIAN.
- p. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- q. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- r. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- s. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- t. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.
- u. Time shall be of the essence for all events and obligations to be performed under this Agreement. Without limiting the foregoing, in the event that MERIDIAN does not timely comply with any of its obligations hereunder, DISTRICT shall have no obligation whatsoever to incorporate, facilitate, and/or complete the City Water and Sewer Improvements, regardless of whether prior approval has been given by DISTRICT to MERIDIAN.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST: 	ADA COUNTY HIGHWAY DISTRICT 
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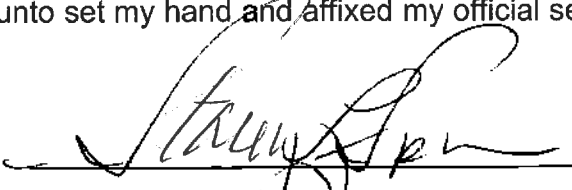
By:	By:
Ryan Head Director	Miranda Gold President, Board of Commissioners
ATTEST:	CITY OF MERIDIAN
By:  	By: 
City Clerk Chris Johnson 8-12-2025	Mayor Robert E. Simison 8-12-2025

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20th day of August, 2025, before me, the undersigned, personally appeared Miranda Gold and Ryan Head, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said body.

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: 8/13/2031

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 12th day of August, 2025, before me, the undersigned, personally appeared Robert E. Simison and Chris Johnson, Mayor and City Clerk respectively of Meridian CITY, a municipal corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

CHARLENE WAY
COMMISSION No. 67390
NOTARY PUBLIC
STATE OF IDAHO

Charlene Way
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires: 3-28-2028



**ADA COUNTY HIGHWAY DISTRICT
PARTNERING AGENCY
COST SHARE APPLICATION**

Important Notes:

- *Please refer to the Ada County Highway District Cost Share Ordinance No. 215, a copy of which is attached to this Cost Share Application. Capitalized terms that are not defined in this Cost Share Application have the meanings given to them in the Cost Share Ordinance.*
- *Applicants may submit attachments with this application with answers to questions requiring more space than is provided below.*
- *No application shall be deemed to have been approved unless and until ACHD issues a Cost Share Permit.*
- *Pursuant to the terms of the Cost Share Ordinance, ACHD will not approve any Cost Share Application that does not comply with the Cost Share Ordinance. Additional reasons for denial include, but are in no way limited to, considerations of economics, the impact on project costs, availability of ACHD staff and resources, anticipated project schedules, availability of land acquisitions, noncompliance with any issued Cost Share Permits or other permits or applicable law and the authority of ACHD and/or the Partnering Agency, or other feasibility issues. Applications that are not submitted timely in relation to ACHD's project schedule may be rejected.*

1. Applicant Name. Name of Partnering Agency

City of Meridian

2. Partnering Agency Contact. Name of individual at the Partnering Agency to whom all correspondence and notifications with regard to this Cost Share Application should be directed

Micah Bandurraga

3. Date. Date of Application

11/24/25

4. Prior Applications. If this Cost Share Application relates to the same ACHD Road Project that is the subject of a prior Cost Share Application(s), please indicate the date(s) of the prior applications and attach them with this Application.

5. Notice of Interest. If the Partnering Agency has previously provided ACHD with notice of its interest to include Non-Transportation Components in the ACHD Road Project, please summarize the contents of that notice (including date(s)) and any relevant discussions and correspondence with ACHD.

None previous – ACHD is going to provide streetlights as part of the ACHD project cost.

6. ACHD Road Project. Identify the ACHD Road Project to which this Cost Share Application applies.
521052 – Ustick Road, Ten Mile Road to Linder Road

7. Proposed Non-Transportation Components. Describe the Non-Transportation Component(s) the Partnering Agency proposes by this Application to include in the ACHD Road Project. Include as much detail as is currently available regarding the design, location, and other information about the Non-Transportation Component(s). If any design or concept plans or drawings are available, attach them to this Application.

Meridian is to pay for streetlight conduit for the City streetlights being installed for this project.

N/A

8. Authority. Summarize the authority and jurisdiction of the Partnering Agency, under applicable state, federal, and/or local law, over the Non-Transportation Components.

9. Design. Identify the party (ACHD or the Partnering Agency, or both) that will be responsible for the design of the proposed Non-Transportation Components. If both parties are responsible for part of the designs, please indicate, in detail, their respective responsibilities.

ACHD has performed the streetlight design.

N/A

a. If ACHD is responsible for the design of all or a part of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 10 below.)

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b. If the Partnering Agency is responsible for all or a part of the design of the proposed Non-Transportation Components, provide a deadline by which the Partnering Agency will submit the design to ACHD for approval: **Design finalized and approved previously.** Also, by submitting this Application, the Partnering Agency certifies the following:

i. All designs submitted by the Partnering Agency will comply with (i) established engineering standards, including the American Association of State Highway and Transportation Officials ("AASHTO") guidelines, (ii) the Cost-Share Ordinance, (iii) all adopted ACHD rules, regulations, and policies, and (iv) all state and federal laws.

ii. No designs shall be considered final until they are approved, in writing, by ACHD.

10. **Design Costs.** Pursuant to the Cost-Share Ordinance and applicable law, all Road Project design costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any redesign costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project shall be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable design costs and (if applicable) any redesign costs for which the Partnering Agency will be responsible. Include any credits applicable to the calculation. Also, if any federal funds are available for any Non-Transportation Components, please specify those funds and how they are to be allocated:

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11. Construction. Identify the party (ACHD or the Partnering Agency, or both) will be responsible for the construction of the proposed Non-Transportation Components. If both parties are responsible for part of the construction, please indicate, in detail, their respective responsibilities.

ACHD

a. If ACHD is responsible for all or a part of the construction of the proposed Non-Transportation Components, provide information as to how and when the Partnering Agency will reimburse ACHD for those costs. (Costs shall be detailed in Item 12 below.)

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b. By submitting this Application, the Partnering Agency certifies that the Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

By submitting this Application, the Partnering Agency certifies the following:

- i. The Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction of the Non-Transportation Components.
- ii. The Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components.

12. Construction Costs. Pursuant to the Cost-Share Ordinance and applicable law, all Road Project construction costs associated with the Non-Transportation Components are the responsibility of the Partnering Agency. In addition, any reconstruction costs of Transportation Components of a Road Project that are necessitated by the incorporation of Non-Transportation Components in the Road Project must be paid by the Partnering Agency. In accordance with the foregoing, describe the applicable construction costs and (if applicable) any reconstruction costs for which the Partnering Agency will be responsible, documenting any credits applicable to the calculation: :

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13. Maintenance. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this application, the Partnering Agency hereby certifies that it will be solely responsible for perpetually replacing, maintaining, and caring for the Non-Transportation Components pursuant to the terms of the Cost Share Permit. The Partnering Agency also certifies that if the Partnering Agency fails to replace, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives the Partnering Agency thirty (30) days notice and the Partnering Agency fails to remedy such failure: (i) ACHD may revoke the Partnering Agency's Cost Share Permit for the Non-Transportation Components; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components and the Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or in the case of landscaping, Hardscape over the Non-Transportation Components, and the Partnering Agency shall reimburse ACHD fully for all associated costs, and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until the Partnering Agency complies with the conditions of the Cost Share Permit. In addition, in the event of an emergency caused by the Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and the Partnering Agency shall reimburse ACHD fully for all associated costs.

14.

Acquisition of Real Property. Specify any real property that must be acquired to accommodate the inclusion of the Non-Transportation Components into the Road Project, and indicate how and when the Partnering Agency will acquire, pay for, or dedicate such real property. If the Partnering Agency is responsible for obtaining the real property, also indicate whether the real property will be deeded and/or dedicated to ACHD in connection with the Road Project. Please attach all relevant legal

descriptions to this application, if available, or, if not available, a complete description and/or depiction of the real property.

No additional real estate to be acquired.

15.

16. Relocation of Utilities. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that it will be solely responsible for the relocation, or the cost of the relocation, of any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components. Describe the utilities that will or may need to be relocated in connection with the Road Project, Also, identify which party (ACHD or the Partnering Agency) will be responsible to relocate the utilities: (Please note that ACHD may require, as a condition of issuing any Cost-Share Permit, that the Partnering Agency shall be responsible for the relocation of any utilities.)

No utilities will need to be relocated for installation.

17. Effect on Stormwater Quality. Pursuant to the Cost-Share Ordinance and applicable law, by submitting this Application, the Partnering Agency hereby certifies that upon a determination by ACHD that the incorporation into the Road Project of the Partnering Agency's Non-Transportation Component(s) will have an adverse affect on stormwater quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effected in a means determined by or acceptable to ACHD.
18. Additional Certifications by Partnering Agency. By submitting this Cost Share Application, and upon its approval by ACHD, the Partnering Agency hereby certifies and agrees as follows:
- a. Indemnification. The Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of the Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components, the representations and certifications set forth in this Cost Share Application, the terms of any issued and accepted Cost Share Permit, and the exercise of any privileges or performance of any obligations by the Partnering Agency upon the grant of approval of this application by ACHD.
 - b. Costs/Expenses. In the event of a Partnering Agency's failure to comply with the terms and certifications made in this Cost Share Application or any issued and accepted Cost Share Permit, the Partnering Agency shall be solely responsible for all costs, damages, expenses, including, without limitation, all attorney fees, incurred by ACHD.
 - c. Compliance with Law. In the event that any part of the obligations of the Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of the Partnering Agency set forth in this Cost Share Application shall still be applicable.

- d. Adherence to Project Schedule. ACHD will, pursuant to the terms of any issued Cost Share Permit, provide a schedule for completion of the Non-Transportation Components. To the extent that the Partnering Agency is responsible for all or any part of the construction of the Non-Transportation Components, the Partnering Agency agrees to comply with the schedule set forth in the Cost Share Permit.
- e. Revocation of Rights by ACHD. ACHD shall at all times have the right to (i) maintain, relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs; (ii) revoke any Cost Share Permit granted to the Partnering Agency to access any Highway or Public Right-of-Way; and (iii) immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case, the Partnering Agency shall reimburse ACHD fully for all associated costs. ACHD shall use best efforts to provide the Partnering Agency with advance notice before taking any of these steps.

Signature/Certification of Applicant

The person signing below represents that he or she has the authority on behalf of the Partnering Agency to submit this Application and bind the Partnering Agency to the representations and certifications set forth herein.

Name: _____ Position: _____

Date: _____