

TRAFFIC SIGNAL CONSTRUCTION, INSTALLATION AND MAINTENANCE
AGREEMENT: W. USTICK ROAD AND N. VENABLE LANE

This TRAFFIC SIGNAL CONSTRUCTION, INSTALLATION AND MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2026, by and between Ada County Highway District (hereinafter referred to as "ACHD"), City of Meridian (hereinafter referred to as "City"), and **Brighton Development, Inc.** (hereinafter referred to as "Developer");

W I T N E S S E T H :

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) The term "ACHD" refers to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho whose address is 5800 N Meeker Avenue, Boise, Idaho 83713; the contact person at ACHD, and the person with authority to execute the ACHD approvals required hereunder is Michael Alexander, whose telephone number is (208) 387-6354 and whose email address is malexander@achdidaho.org.

(b) The term "ACHD Requirements" means the requirements for Construction and Installation of a new traffic signal at the intersection of W Ustick Road and N Venable Lane to ACHD standards listed within ACHD policy and this Agreement.

(c) The term "City " refers to the City of Meridian, a municipal corporation organized under the laws of the State of Idaho; the contact person at City, and the person with authority to make decisions on behalf of City required by this Agreement, is Garrett White, whose telephone number is (208)888-3579 and whose email address is gwhite@meridiacity.org.

(d) The term "Costs of the Project" means the costs incurred by Developer for construction of the Project. Costs of the Project do not include liquidated damages under Section 12.3.

(e) The term "Developer" refers to **Brighton Development, Inc.**, a general business corporation organized under the laws of the State of Idaho, whose address is 2929 W Navigator Dr Suite 400, Meridian, Idaho 83642; the contact person for Developer, and the person with authority to make decisions on behalf of Developer required by this Agreement, is the Project Manager.

(f) The term "Engineer's Estimate" means the estimate of the Costs of the Project prepared by the Project Manager (or engineer licensed under the laws of the State of Idaho).

(g) The term "Project" refers to the design, construction and installation of a signal located at the intersection at W Ustick Road and N Venable Lane.

(h) The term "Project Manager" shall mean **Zach Meyers**, an employee of the Developer, who shall coordinate and supervise the Project, whose telephone number is (208) 901-4624 and whose email address is zmeyers@brighton.co. For the purpose of this Agreement, the Project Manager's compensation shall be three percent (3%) of the Costs of the Project.

(i) The term "Project Engineer" refers to **Keller Associates Inc.** an engineer licensed under the laws of the State of Idaho, who has been selected by the City of Meridian to manage and coordinate the design, inspection and certification of the Project. The Project Engineer's address is **100 E. Bower St STE 110, Meridian Idaho 83642**, telephone number is **208-288-1992**, and e-mail address is **cgederos@kellerassociates.com**. The terms of his or her compensation, including the scope of work shall be subject to approval by the City of Meridian.

SECTION 2. Recitals.

2.1 Constructing the Project is a cooperative effort, ACHD contributing funds toward payment of the Costs of the Project and Developer contributing its resources toward construction of the project.

2.2 Designing the Project is a cooperative effort, City contributing funds toward payment of the design Costs of the Project, and ACHD contributing its plan review services toward approval of the design.

2.2 This Agreement is entered into by the parties for the purposes of complying with, and, to the extent of any conflict, supplementing, modifying and amending, the ACHD and City Requirements, and providing for the construction of the Project and the allocation of the Costs of the Project between the parties.

SECTION 3. Contributions Toward Costs of the Project; Final Accounting and Settlement.

3.1 The Parties' responsibilities relating to the Project, and the allocation of the Costs of the Project between the parties shall be as follows:

(a) ACHD agrees to reimburse Developer for costs incurred in Developer's construction and installation of a signal located at the intersection of W Ustick Road

and N Venable Lane, including any necessary purchase of right-of-way. The estimated construction cost of the ACHD portion of the project is \$ 465,000. This will be paid by ACHD Developer Cooperative Funds. Further, ACHD shall pay to Developer an additional 3% of the Costs of the Project as compensation for Project Manager services provided by Developer.

(b) City agrees to hire the Project Engineer, pay all costs of design and obtain approval by ACHD of the Project plans. City shall provide the approved plans to Developer for construction of the signal.

(c) Developer shall obtain any necessary right-of-way and construction easements, construct and install the Project in accordance with the plans approved by ACHD, and seek reimbursement for such Costs of the Project from ACHD as set forth in this Agreement. Developer agrees to provide Project Manager services to the Project, for which ACHD shall compensate Developer, as set forth in this Agreement.

3.2 Each of the parties agree to maintain complete books and records showing all of their respective contributions toward the Costs of the Project and any other information necessary to prepare a final accounting. Upon Developer's completion of construction of the Project and the acceptance of the same by ACHD, the parties shall mutually prepare a final accounting of all Costs of the Project and the parties' respective contributions thereto and any remaining liabilities therefor. Within thirty (30) days thereafter the parties shall settle such accounting by each party making any payments to the other as are shown thereon as payable under the allocation of the Costs of the Project between the parties under Section 3.1. If the parties cannot agree on such final accounting, the same shall be submitted for binding arbitration under Section 12.

SECTION 4. Design, Plans and Construction In Accordance with ACHD Standards and Requirements; ACHD Approval.

4.1 The design of the Project, the preparation of the plans and the construction pursuant thereto shall all be accomplished in accordance with the standards and requirements set forth in this Agreement, the Traffic Signal Construction, Installation and Maintenance Agreement, and the ACHD Policy Manual (in the event of any conflict, the standards and requirements set forth in this Agreement shall control). At all levels and stages of the construction of the Project, the design, plans and specifications, construction and related contracts entered into by the City of Meridian with respect to the Project shall be subject to review, inspection and the written approval by ACHD, and the construction itself shall be subject to the inspection and acceptance by ACHD.

4.2 ACHD shall have access through the City of Meridian and Developer to all the designs, plans, specifications, reports, data and other materials (both digital and hard copy) produced by the City of Meridian and Developer under this Agreement, and, in the event Developer fails or neglects to perform its obligations hereunder in the time and manner required under this Agreement, or in the event the construction of the Project is

not completed within the time required by Section 11, the same shall be, upon written notice given by ACHD to the City of Meridian and the Developer, and without any other action by either party, assigned to ACHD and it shall have unlimited authority to use and disclose the same, in whole or in part, without any restrictions or limitations with respect thereto. Developer agrees to so provide in its agreement with the Project Manager.

SECTION 5. Completion; Warranty of Title.

5.1 The construction of the Project will be considered to be complete for purposes of this Agreement when ACHD has issued its written certificate of completion.

5.2 Upon the completion of the construction of the Project, Developer represents and warrants that the Project and its appurtenances and fixtures shall be located on the Right-of-Way, free and clear of all liens and encumbrances related to the construction of the Project which were not created by or with the written consent of ACHD.

SECTION 6. Obligations and Agreements of City of Meridian and Developer.

6.1 City of Meridian agrees to cause the Project Engineer or other engineer licensed in the State of Idaho to submit the following to ACHD for its written approval, in the following order:

(a) plans for the Project as required by Section 7105 of the ACHD Policy Manual. The plans shall include a notation that all construction in the Right-of-Way shall conform with the most recent edition of the Idaho Standards for Public Works Construction and the ACHD Supplemental Specifications.

(b) following the written approval of the plans by ACHD the following:

- three (3) sets of the ACHD approved plans.
- the Engineer's Estimate.
- any other related information requested by ACHD.

(c) following the written approval required by Sections 7 and 9, one (1) copy of the executed contract for the construction of the Project.

(d) on completion of construction of the Project, the Project Engineer shall provide ACHD with a certification that the signal improvements have been constructed in conformance with the accepted construction plans and that the system functions as designed.

6.2 Developer will acquire any temporary construction easements required for construction of the Project, if any, as the Project requires on, over and across adjacent property. Costs of the acquisition of temporary construction easements shall be Costs of the Project for purposes of this Agreement.

6.3 Developer will ensure that the Contractor obtains all applicable permits to work in the Right-of-Way and pays all applicable fees for such permits prior to start of work under the construction contract. ACHD shall waive all fees related to permits required by ACHD. (This Agreement will not function as an ACHD permit to work in the public Right-of-Way.)

SECTION 7. Prior ACHD Approval to Construction Contract Required.

The Project Manager will obtain the written approval of ACHD prior to awarding the construction contract if the prospective contractor's bid is ten percent (10%) over the Engineer's Estimate that has been approved by ACHD, and before approving any change order in the construction contract which will add to the cost thereof: (i) if the cost of the change order will exceed one percent (1%) of the contract price; (ii) after the cumulative total of all previously approved change orders exceeds ten percent (10%) of the contract price.

SECTION 8. Obligations and Agreements of ACHD. ACHD agrees to:

- (a) complete its reviews under Sections 6 and 7 in a timely manner and use its best efforts to provide its written response to the Project Engineer and a representative of the City of Meridian within fifteen (15) working days after receipt of the same.
- (b) answer questions by the Project Manager and Project Engineer concerning the plans and construction in a timely manner.
- (c) provide access to Developer, its employees, agents and contractors, to its Right-of-Way required for the Project.
- (d) perform a final inspection upon receipt of written notice from the Project Manager that the Project is ready for final acceptance; when ACHD finds that the construction of the Project has been completed in accordance with the approved plans and the terms and provisions of this Agreement, ACHD will issue a written certificate of completion.

SECTION 9. Construction Contract.

9.1 The Developer will enter into a contract for the construction of the Project according to the approved plans. ACHD approval of the terms and provisions of the construction contract is required prior to Developer's execution of the contract, and without limiting the matters which it may consider in giving its approval, the contract must include the following provisions:

(a) a requirement that the contractor provide payment and performance bonds required by the Public Contracts Bond Act, Chapter 19, Title 54, *Idaho Code* naming ACHD as an additional beneficiary;

(b) a requirement that the successful bidder be licensed as a public works contractor (Chapter 19, Title 54, *Idaho Code*);

(c) a requirement that the construction of the Project in accordance with the approved designs, plans and specifications be Substantially Complete within twelve (12) weeks from the date Developer issues a notice to proceed to the contractor, or no later than October 30, 2027 and final completion of the total contract within four (4) weeks from the date of Substantial Completion;

(d) a provision that the time for Substantial Completion and completion of the Project will only be extended by (i) acts of God, (ii) war, (iii) delays caused by ACHD, (iv) unreasonable delays caused by utilities, as reasonably determined by ACHD, or (v) any request for extensions of time approved in writing by ACHD;

(e) a requirement that the contractor shall pay to the Developer, liquidated damages of Five Hundred Dollars (\$500) per day, at a minimum, for each day that Substantial Completion of the construction is delayed beyond twelve (12) weeks from the date Developer issues a notice to proceed, or no later than October 30, 2027, or beyond the extended date as approved by ACHD above and for each day that final completion of the total contract for the Project is delayed beyond four (4) weeks from the date of Substantial Completion;

(f) a requirement that the contractor maintain liability insurance insuring against bodily injury or death with limits of not less than **Two Million Dollars** (\$2,000,000) per person and per occurrence, and property damage with a limit of **One Million Dollars** (\$1,000,000) per occurrence, naming Developer, City of Meridian and ACHD as additional insureds;

(g) a provision that the contractor shall indemnify ACHD, City of Meridian and Developer from any and all claims by third persons arising out of the performance of the contract;

(h) a provision that the contractor shall obtain the Environmental Protection Agency (EPA) Construction General Permit (CGP) and that the contractor shall file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement of construction, and that the contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by ACHD. Authorization for the contractor to file the NOT will be granted by ACHD when the area subject to the CGP has achieved final stabilization as defined in the CGP;

(i) a provision that the contractor shall provide quality control and process control testing following ACHD QC-QA Procedures attached hereto as Exhibit A;

(j) a two (2) year warranty on the work and materials of the Project that is assignable to ACHD, said warranty period shall begin immediately upon issuance of Certificate of Completion; and

(k) a provision that provides for the Contractor's agreement to the assignment of the construction contract to ACHD in the event of a default by Developer under this Agreement.

(l) certification that Contractor is in compliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, and 67-2359, and the definitions included therein; that the Contractor it is not engaged in any of the activities prohibited by those sections; that Contractor shall not assign or seek to assign the agreement to a person or entity who operates in violation of these statutes; and that the agreement shall be void upon receipt of information Contractor is in violation of any of these provisions.

9.2 Upon completion of the construction of the Project, the Project Manager shall provide ACHD with: (i) a document signed by the Project Manager certifying that the Project was completed in compliance with the ACHD approved plans and this Agreement; and the Project Engineer and City of Meridian shall provide record (as-built) drawings for the Project in both a reproducible printed format and electronic files in PDF and AutoCAD format.

9.3 The acceptance of the construction of the Project by ACHD is deemed to be an assignment by Developer of the contractor's two year warranty of the work and materials on the Project to ACHD.

SECTION 10. Inspections.

10.1 Under the ACHD Policy Manual both ACHD and the Project Manager have responsibilities for inspections and testing of construction of the Project in accordance with the ACHD Policy Manual. The cost of these inspections is included as Costs of the Project. Upon the completion of each inspection or test the Project Manager or ACHD, as applicable, shall provide the other party with a copy of the inspection or test and for each inspection shall certify that the construction to the date of the inspection is in substantial compliance with the minimum specifications required, or, if not, shall specify the deficiencies.

10.2 ACHD shall have full access to the Project during construction for inspecting the same.

SECTION 11. Time of Commencement; Time of Completion; Liquidated Damages; Remedies.

11.1 The construction of the Project shall be commenced within three (3) months of the date of this Agreement. At any time thereafter that construction of the Project has

not commenced, on notice given to Developer, ACHD may terminate this Agreement. ACHD's only remedy for Developer's failure to commence construction within such time period is termination of this Agreement.

11.2 In the event of a termination of this Agreement by ACHD under 11.1, neither party shall have any further obligations hereunder and this Agreement shall be null and void and of no further force and effect. Such termination shall also terminate the right of access to the Right-of-Way reserved by Developer for its employees, contractors and agents to construct the Project in the Right-of-Way. Provided, Developer and ACHD may negotiate a development agreement which allows Developer to construct a Local Street on the Right-of-Way at Developer's sole cost and expense, but neither party has any obligation to so negotiate.

11.3 The construction of the Project in accordance with ACHD approved plans shall be completed within three (3) months following the date liquidated damages accrue under the construction contract. The Project will be considered complete when ACHD has issued its certificate of completion. If the construction of the Project is not completed by such completion date Developer shall be in default of its obligations hereunder, and:

(a) Developer shall pay ACHD, as agreed liquidated damages for inconvenience to the motoring public and not as a penalty, an amount equal to the liquidated damages the contractor is paying the Developer under Section 9.1(e), for each calendar day of delay in the completion of the contract for construction of the Project; and

(b) in addition, ACHD may at any time after such default has occurred, upon notifying both the Developer and the contractor, elect to assume the Developer's position under the construction contract. In such event the Developer is not thereby excused from its continuing obligation to pay liquidated damages under paragraph (a) above, but ACHD shall diligently proceed to cause the construction of the Project to be completed (by the original contractor, or another contractor if the original contract is terminated), using the inspection records provided by Developer under Section 10 to pay the Developer's share of the Costs of the Project through completion.

Requests for extensions in the time for completion will be submitted in accordance with applicable sections of the latest edition of the ACHD General Conditions for Developer Funded Projects.

11.4 Other than for a termination under Section 11.1, or the remedies for failure to complete in a timely manner set forth in Section 11.3, which remedies are exclusive, in the event either ACHD or Developer fails or neglects to perform any other obligations hereunder in the time and manner required herein, the other party shall have all remedies at law or in equity for default of a contract.

SECTION 12. Attorneys' Fees.

Should either party find it necessary to employ an attorney for representation in any action or arbitration seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment or award entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

SECTION 13. Notices.

Any and all notices given by any of the parties hereto shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by e-mail and with a copy by First Class U. S. Mail, postage prepaid, addressed to the other party, or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid; and, in any case, addressed to the other party at the address set forth in Section 1 and emailed to the other party at the email address set forth in Section 1, or at such other email address as may be provided by written notice of such change given to the other in the same manner as above provided.

SECTION 14. Superseding Effect.

With respect to the construction of the Project, the allocation of the Costs of the Project between the parties and all other matters covered by this Agreement, this Agreement shall supersede previous proposals by the Developer and previous actions of ACHD staff and the Commission, whether or not formalized into writing.

SECTION 15. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

SECTION 16. Incorporation of Exhibits.

It is agreed that all exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 17. Amending Effect.

This Agreement shall, to the extent of any conflict with the ACHD Requirements, modify, amend and supplement the same.

SECTION 18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

SECTION 19. State of Idaho requirements.

The Parties acknowledge that in the event of noncompliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, or 67-2359 by any Party, person, or entity associated with this Agreement, this Agreement shall be void, and no public money may be utilized to reimburse Developer, or for any other activities described herein.

SECTION 20. Time of Essence.

All times provided for in this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an act will be strictly construed, it being agreed that time is of the essence of this Agreement.

SECTION 21. Warranty of Authority to Execute.

21.1. The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) 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 inure to the benefit of, ACHD.

21.2. If Developer is not a natural person, the person(s) executing the Agreement on behalf of Developer represent(s) and warrant(s) due authorization to do so on behalf of Developer, and that upon execution of this Agreement on behalf of Developer, the same is binding upon, and shall inure to the benefit, of Developer.

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

Brighton Development, Inc.

By: _____

Name: Jonathan D. Wardle
Title: President

CITY OF MERIDIAN

By: _____

Name: Robert E Simison
Its: Mayor

Attest:

By: Chris Johnson
Its: City Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____

Name: Miranda Gold

Its: President

Attest:

By: Ryan Head
Its: Director

ATTACHMENTS

Exhibit "A" – ACHD QC-QA Procedure