

PROJECT AGREEMENT

This PROJECT AGREEMENT, made and entered into this ____ day of _____, 2021, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first party, hereinafter referred to as the “District,” and

THE CITY OF MERIDIAN, a political subdivision and
municipality of the State of Idaho,
33 East Broadway Avenue, Meridian, Idaho 83642

party or parties of the second part, hereinafter referred to as the “City,”

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Master Agreement entered into March 18, 2014 and recorded as Instrument No. 114029168 in the records of Ada County, Idaho, hereinafter referred to as the “Master Agreement;” and,

WHEREAS, the District and the City intended by entering the Master Agreement to establish a process for the City’s submission of encroachment proposals and the District’s consideration of such proposals and to provide the general conditions for the District’s approval and permission of encroachment proposals affecting the District’s ditches, property, operations and maintenance; and,

WHEREAS, the City is the owner of the real property/ right of way (burdened with the easement of the District hereinafter mentioned) particularly described in the “Legal Description” attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District controls the irrigation/drainage ditch or canal known as the MCFADDEN DRAIN (hereinafter collectively referred to as “ditch or canal”) together with the real property and/or easements to convey irrigation and drainage water, to operate and maintain the ditch or canal, and which crosses and intersects said described real property of the City as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the City seeks permission to: 1) replace the existing 12-inch water main that was previously installed within the District’s easement for the McFadden Drain with a 16-inch water main and construct, install, operate and maintain the 16” water main in a 20” steel sleeve within the District’s easement, in Meridian, Idaho, under the terms and conditions of said Master Agreement and those hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in said Master Agreement, the parties hereto agree as follows:

1. City may: a) replace the existing 12-inch water main that was previously installed within the District's easement for the McFadden Drain with a 16-inch water main and construct, install, operate and maintain the 16" water main in a 20" steel sleeve within the District's easement, in Meridian, Idaho, as shown in the attached project plans stated as Exhibit B-1.

2. Any construction or crossing of said ditch or canal shall be performed in accordance with the project plans shown in Exhibit B-1 and the "Special Conditions" stated in Exhibit C, attached hereto and by this reference made part thereof.

3. The parties hereto incorporate in and make part of this Project Agreement all the covenants, conditions, and agreements of said Master Agreement unchanged except as the result of the provisions of this Project Agreement.

The covenants, conditions and agreements herein contained and incorporated by reference shall constitute covenants to run with, and running with, all of the lands of the City described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

END OF TERMS - SEE FOLLOWING PAGES FOR SIGNATURES

IN WITNESS WHEREOF, the District has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the City has hereunto subscribed its corporate name to be subscribed and its seal to be affixed thereto, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

THE CITY OF MERIDIAN

By _____
Its

ATTEST:

STATE OF IDAHO)
) ss:
County of Canyon)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Clinton C. Pline and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation 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 for _____
Residing at _____, _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of _____)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of The CITY OF MERIDIAN, the entity that executed the foregoing instrument and acknowledged to me that such entity 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: _____

EXHIBIT A
Legal Description

The City right-of-way for the water line and sleeve are located within or adjacent to the road right-of-way for McDermott Road in the Section 32, Township 4 North, Range 1 West, B.M., Ada County, Idaho.

EXHIBIT B
Crossing Location

See Exhibit B-1 attached hereto.

EXHIBIT C
Special Conditions

a. Construction of the 16-inch water main and steel sleeve shall be in accordance with Exhibit B-1, attached hereto and by this reference made a part hereof. The water main and sleeve are replacing the 12" water main that was previously installed within the District's easement pursuant to the License Agreement/Addendum to License Agreement dated January 15, 2019 and recorded as Instrument No. 2019-004733. The 16" water main and steel sleeve are being installed to accommodate plans for the future extension of State Highway 16.

b. City shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction.

c. City acknowledges that the District's easement for the McFadden Drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the McFadden Drain, and to access the McFadden Drain for those purposes, and that, in the location of the City's project, NMID claims a minimum easement dimension for the McFadden Drain of 85 feet, 50 feet to the left and 35 feet to the right of the centerline looking downstream.

d. Construction of the steel sleeve authorized by this Agreement shall be completed within one year of the date of this Agreement. Time is of the essence.

e. The duration of the permission granted by this Project Agreement shall be in perpetuity, for the life and maintenance of the encroachments including construction, operation, maintenance, repair and reconstruction.

END OF SPECIAL CONDITIONS

CITY OF MERIDIAN STANDARD NOTES:

GENERAL CONSTRUCTION

1. All construction work shall be done in accordance with the current version of the Idaho Standards for Public Works Construction (ISPMC) the City of Meridian Supplemental Specifications to the ISPMC and any addendums, Meridian Design Standards, The City Engineer and Meridian City Engineer (MCE) shall be responsible for the design, inspection and Department (IDOT), the work stipulated shall be the responsibility of the contractor.
2. The Contractor shall be responsible for obtaining all necessary permits and for obtaining all necessary approvals from the City Engineer and Meridian City Engineer (MCE) prior to the start of work.
3. The Contractor shall be responsible for obtaining all necessary permits and for obtaining all necessary approvals from the City Engineer and Meridian City Engineer (MCE) prior to the start of work.
4. The Contractor shall have plans stamped "Approved for Construction" by the City of Meridian on site at all times.
5. Contractors shall notify the appropriate agency when materials are on site or inspection of the work is required. No work may begin on any project without Twenty Four (24) hour prior notice.
6. Contractor shall notify the Public Works Inspector 48 hours prior to the required timing. The Contractor may not open or close water valves.
7. All material furnished on or for the project must meet the minimum requirements of the approving agencies. At the request of the approving agency or the Design Engineer, Contractors shall furnish proof that all materials installed on the project meet the specification requirements set forth in General Construction Notes No. 1.
8. Work subject to approval by any governmental agency must be approved prior to (A) backfilling trenches for pipe; (B) placing of aggregate base; (C) placing of concrete; (D) placing of asphalt paving.
9. Inspection, approval and final acceptance of all water and sewer construction shall be by the Public Works Department, and their decision shall be final. Such inspections shall not relieve the contractor from the responsibility of performing the work in an acceptable manner in accordance with the IDOCLE approved construction plans.
10. Any deviation from approved plans and specifications must have the applicable agency approval in writing prior to construction.
11. Prior to beginning installation of street light, the electrical contractor shall obtain an Electrical Permit from the Building Division of the Meridian Public Works Department. Any deviation in street light locations from the approved plans must be approved in writing from the City Engineer.

ROADWAY

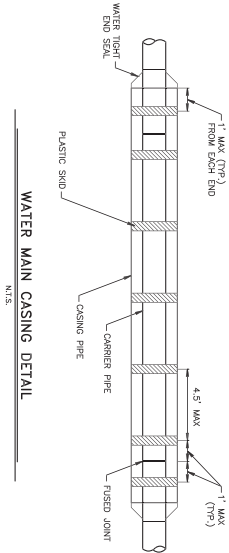
1. ACID or ITD will inspect all work within the public right-of-way to include utility trenches above the pipe zone.
2. Traffic control signal shall be provided under the prime roadway contract may be required for heavy utility improvements. All required traffic control shall conform to the requirements of ACID and the Manual on Uniform Traffic Control Devices. All required traffic control shall be provided by the contractor at no cost to the City.
3. When utility work occurs prior to the prime roadway construction, all utility trenches located within the public right-of-way shall be covered with a minimum of 12" of compacted aggregate base and 12" of compacted concrete. The contractor shall be responsible for the construction of the temporary traffic control and for the removal of the temporary traffic control after the work is completed.

WATER

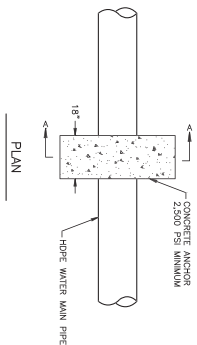
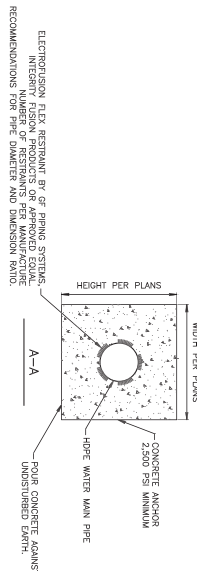
1. Construction of the water system shall conform to the standards in the Idaho Rules for Public Drinking Water Systems (IDAPA 56.01.09) as well as the standards and specifications referred to in General Construction Note No. 1.
2. The horizontal separation of potable water main and non-potable water main (sanitary sewer, storm drain, and irrigation) shall be a minimum of ten (10) feet. Where it is necessary for a potable water main and non-potable water main to cross with less than ten feet separation, the crossing shall be constructed in accordance with Section 54.07 of the Idaho Rules for Public Drinking Water Systems (IDAPA 56.01.09) and Section 420.02 of the Watermain Rules (IDAPA 56.01.16).
3. The horizontal separation of non-potable water main and potable water services or potable water mains shall be a minimum of six (6) feet. Where it is necessary for a potable water main and non-potable water main to cross with less than six feet separation, the crossing shall be constructed in accordance with Section 54.07 of the Idaho Rules for Public Drinking Water Systems (IDAPA 56.01.09) and Section 420.02 of the Watermain Rules (IDAPA 56.01.16).
4. Potable water service lines in a two (2) inch diameter pipe whenever the service line crosses a storm water treatment facility (i.e., seepage beds, drainage swales).
5. The Contractor shall be responsible for providing continuous water service to existing water users affected by construction. If water service must be interrupted, the Contractor shall coordinate with the Public Works Inspector.
6. It is the intent of this project that all new water line work be performed in conjunction with ACID's roadway reconstruction project. All water line work shall be closely coordinated with the prime contractor to minimize the amount of trench work in the paved areas that must remain open to traffic. When utility construction must occur prior to the roadway work, trenches shall be repaired with Temporary Type "P" surface restoration. See Roadway Note B3.
7. Trench shoring may be required to complete construction activities. Contractor is required to obtain necessary permits and approvals prior to starting shoring.

SEWER

1. Construction of the sewer system shall conform to the standards in the Wastewater Rules (IDAPA 56.01.16) as well as the standards and specifications referred to in General Construction Note No. 1.
2. The horizontal separation of potable water main and non-potable water main (sanitary sewer, storm drain, and irrigation) shall be a minimum of ten (10) feet. Where it is necessary for a potable water main and non-potable water main to cross with less than ten feet separation, the crossing shall be constructed in accordance with Section 54.07 of the Idaho Rules for Public Drinking Water Systems (IDAPA 56.01.09) and Section 420.02 of the Watermain Rules (IDAPA 56.01.16).
3. The horizontal separation of non-potable water main and potable water services or potable water mains shall be a minimum of six (6) feet. Where it is necessary for a potable water main and non-potable water main to cross with less than six feet separation, the crossing shall be constructed in accordance with Section 54.07 of the Idaho Rules for Public Drinking Water Systems (IDAPA 56.01.09) and Section 420.02 of the Watermain Rules (IDAPA 56.01.16).
4. Potable sewer service lines in a six (6) inch diameter water pipe whenever the service line crosses a stormwater treatment facility (i.e., seepage beds, drainage swales).
5. It is the intent of this project that all new sewer line work be performed in conjunction with ACID's roadway reconstruction project. All sewer line work shall be closely coordinated with the prime contractor to minimize the amount of trench work in the paved areas that must remain open to traffic. When utility construction must occur prior to the roadway work, trenches shall be repaired with Temporary Type "P" surface restoration. See Roadway Note B3.
6. Trench shoring may be required to complete construction activities. Contractor is required to obtain necessary permits and approvals prior to starting shoring.



NOTES: 1. CASING PIPE SHALL BE INSTALLED AT THE SAME SLOPE AS THE CARRIER PIPE. THE CASING PIPE SHALL BE CENTERED INSIDE THE CARRIER PIPE.
2. THE DUNE ANNUAL SPACE BETWEEN THE CASING AND CARRIER PIPES SHALL BE FILLED IN ACCORDANCE WITH THE IDAPA 56.01.09 AND CITY OF MERIDIAN SUPPLEMENTAL SPECIFICATIONS.



HOPE PIPE CONCRETE ANCHOR



REVISIONS		PROJECT NO.	DATE
NO.	ITEM	11027	
	DESIGNED	BBA/CJP	
	DRAWN	BBA/CJP	
	CHECKED	CJP	
	APPROVED		



CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4512

CITY OF MERIDIAN	
FUTURE STATE HIGHWAY 16	WATER MAIN IMPROVEMENTS
DATE: SEPTEMBER 2021	SHEET 2 OF 7

