

COOPERATIVE AGREEMENT
PROJECT NO. A023(456)
I-84 Meridian Rd IC to Eagle Rd IC
Ada County
KEY NO. 23456

PARTIES

THIS AGREEMENT is made and entered this _____ day of _____, _____ by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF MERIDIAN**, hereafter called the CITY.

PURPOSE

The State has programmed a construction project on I-84 from the Meridian Road Interchange to the Eagle Road Interchange, Ada County (the "Project"). The Project includes adding an auxiliary lane and converting the eastbound Meridian Road on ramp and Eagle Road off ramp to two lane ramps. The Project will require extending two (2) sewer main steel casings, owned by the CITY. This agreement will provide for the responsibilities of the parties regarding these Project matters.

Authority of this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I. That the State will:

1. Provide design and construction of the Project. The Project will include design plans for the auxiliary lane improvements on I-84 and installation or relocation of stormwater facilities, illumination, fiber and power.
2. Consult with the CITY if the sum of CITY work summarized in Section II.5 of this agreement exceeds \$112,150.00.
3. Incorporate the CITY's plans and specifications for CITY sewer casing extensions. Improvements will include dewatering, lawn construction, exploratory excavation, CCTV inspection, casing bedding, 28" and 30" split casing for sewer main and imported trench backfill. The design is being completed under the CITY Project No. 11429. All improvements will be included in the Project's PS&E package. The State will include in their contract discrete bid items for CITY work as shown on the attached Exhibit A. Work will be performed concurrent with Project construction.
4. Obtain and comply with local, state, and national permits (i.e., 401, 404, and CGP).

5. Notify the CITY via email to Dean Stacey, dstacey@meridiancity.org, a minimum of two weeks in advance of any CITY work. Provide one to two days advance notice for CITY inspection and testing.
6. Inspect, test, and accept backfill of excavations made for sewer work.
7. Consult the CITY and obtain written approval prior to any change related to this work.
8. Maintain complete accounts of all project funds received and dispersed, which will be used to determine the CITY's portion of actual contract costs of CITY's facilities and necessary easements.
9. Require discrete tracking of construction costs associated with CITY project elements.
10. Reconcile direct expenditures no later than ninety (90) days after the CITY's written acceptance of work, pay to CITY the surplus amount for the work, if any.

SECTION II. That the CITY will:

1. Obtain any license agreements necessary to complete the work, including but not limited to an agreement with the Nampa Meridian Irrigation District.
2. Provide the State with plans and specifications for dewatering, lawn construction, exploratory excavation, CCTV inspection, casing bedding, 28" and 30" split casing for sewer main and imported trench backfill. Plans and specifications must be prepared in State format to be included in the Project contract.
3. Review and approve submittals and shop drawings for the CITY work. Acceptance will be based on the contractor furnishing products as noted in the approved contract specifications and installed and tested according to the current ISPWC.
4. Conduct interim inspection installation of sewer as it is being placed. Final acceptance will be made once all testing and final inspections have been made with acceptable results. The CITY will issue written acceptance of the work.
5. Pay to the State the sum of \$112,150.00 within 30 days of the execution of this Agreement. The sum is the estimated cost of CITY's facilities as itemized in Exhibit A. In addition, within 150 days of acceptance of the CITY's facilities and completion of cost reconciliation, the CITY will pay to the State the additional amount owed for the work, if any.
6. Funds owed by the CITY will be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>

SECTION III. The following general terms apply:

Term. This Agreement becomes effective on the date first mentioned above, and will remain in full force and effect until amended or replaced upon the mutual written consent of the CITY and the State.

Waiver, Modification or Amendment. Except as specifically provided in this Agreement, no waiver, modification or amendment of this Agreement or any condition herein contained will be valid unless in writing executed by all parties.

Execution in Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together considered one and the same agreement.

Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement will 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 judgement, 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 takes effect immediately upon notice and be otherwise effective as provided in this Agreement.

Force Majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party will be liable for any failure to perform resulting from any order of any court or state or federal agency.

Governing Law and Severability. This Agreement will be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement will be brought in State district court in Boise, Ada County, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force.

No Authority to Bind the Other Party. One Party under this Agreement will have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements will be entered on behalf of the executing Party or executed jointly by both Parties.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties with respect to the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the CITY by the Mayor attested to by the City Clerk, with the imprinted corporate seal of the City of Meridian.

**IDAHO TRANSPORTATION
DEPARTMENT**

District Engineer

ATTEST:

CITY OF MERIDIAN

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.
WD: 23456 COOPERATIVE AGREEMENT