

COOPERATIVE AGREEMENT
PROJECT NO. A023(336)
I-84, KARCHER IC, KARCHER TO MIDDLETON RD, NAMPA
CANYON COUNTY
KEY NO. 23336

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF NAMPA**, hereafter called the City.

PURPOSE

The State has programmed a construction project on SH-55 from Karcher IC to Middleton Road, Nampa. The project includes reconfiguration of the eastbound and westbound off-ramps of the Karcher Interchange, widening of SH-55 to three lanes in the westbound direction from the interchange to Middleton Road, and various pedestrian improvements. The project requires intermittent bicycle detours onto adjacent City roads; detours will be minimized to the extent practical. The project will also relocate City fire hydrants, modify City maintained luminaires and traffic signals, and relocate City landscaping near the interchange. This agreement will provide for the roles and responsibilities of the parties regarding these matters.

Authority for this Agreement is established by Section 40-317, Idaho Code. The parties agree as follows:

SECTION I. STATE'S OBLIGATIONS

The State shall:

1. Provide design and construction of the project. The project will include landscape removal and replacement efforts at the Karcher Interchanges. It will also include design plans for luminaire and signal modifications on SH-55 and relocation of six of the City's fire hydrants as shown on the attached Exhibit A.
2. Provide construction and bicycle detour plans to the City for review and input on matters relating to the City's fire hydrants, luminaires, signals, bicycle detour routes, and landscape relocation efforts.
3. Notify the City via email to Matt Ricks ricksm@cityofnampa.us a minimum of one week in advance of the intermittent bicycle detours onto the adjacent City roads.

4. 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 relocation of the City's waterlines -related to the fire hydrant relocations
5. Upon acceptance of the fire hydrant relocations and landscaping work by the City and prior to project closeout, meet with the City to reconcile the actual costs of the relocations/landscaping as compared to the estimate set forth in Exhibit A and Exhibit B. In the event that the amount paid by the City pursuant to this Agreement exceeds the actual costs of the completed work, the State shall refund such amount to the City prior to project closeout.

SECTION II. CITY'S OBLIGATIONS

The City shall:

1. Review and approve submitted construction plans and specifications for the interchange landscape modifications, SH-55 modifications of luminaries and traffic signals, relocation of the City's fire hydrants and bicycle detour plans to be included in the State's project contract.
2. In May 2023 the City will pay to the State the sum of \$28,000 which is the estimated cost of the SH-55 design, labor, materials and equipment to relocate the fire hydrants as itemized in Exhibit A and to modify the landscaping at the Karcher Interchange as itemized in Exhibit B. In addition, within 60 days of acceptance of the fire hydrant and landscaping work and completion of cost reconciliation, pay to the State the additional amount owed for the work, if any.
3. Funds owed by the City shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD>.
4. Upon completion of construction of the project, assume ownership and responsibility for maintenance and repair of the City's fire hydrants, luminaires, traffic signals and all landscaping efforts constructed on the project.

SECTION III. GENERAL PROVISIONS

1. 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.

2. 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 shall be liable for any failure to perform resulting from any order of any court or state or federal agency.
3. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall 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.
4. Non-Wavier. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses herein.
5. No Authority to Bind the Other Party. One Party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements shall be entered on behalf of the executing Party or executed jointly by both Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.
7. Amendments. This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing and executed by the parties.
8. Effective Date. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual written consent of the City and the State.

EXECUTION

This Agreement is executed for the State by its District Engineer for District Three, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Nampa.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF NAMPA

City Clerk

Mayor

(SEAL)

By regular meeting
on _____.

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF NAMPA**, hereafter called the **CITY**, for construction of I-84, Karcher IC, Karcher to Middleton Road, Nampa; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, the **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A023(336) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Nampa, held on_____.

City Clerk



Fire Hyrdant Relocations Funded by City

Item Description	Unit	Qty		\$/unit	Cost
Hydrant	Each	2	\$	3,250.00	\$ 6,500.00
Excavator/Backhoe	HR	20	\$	350.00	\$ 7,000.00
Pipe	LF	20	\$	80.00	\$ 1,600.00
Concrete	CY	2	\$	90.00	\$ 180.00
Bedding	CY	2	\$	35.00	\$ 70.00
Labor (assume 2 person crew)	HR	40	\$	35.00	\$ 1,400.00
Installation Testing	LS	1	\$	200.00	\$ 200.00
Disposal of Existing Materials	LS	1	\$	100.00	\$ 100.00

Total	\$17,050.00
Mobilization (10%)	\$ 1,705.00
Contingency (5%)	\$ 852.50
Total Estimated Cost	\$19,607.50
Rounded to Nearest Thousand	\$20,000.00



PLANTING CONCEPT OPTION 1 KARCHER INTERCHANGE

Jacobs

landscaping

Item	Description	Plant	Unit	Qty	\$/unit	Cost
620 010	Mulch		CY	95.2	\$ 40.00	\$ 3,808.15
620 020	Tree	Staghorn Sumac	E	6	\$ 600.00	\$ 3,600.00
620 020	Tree	Austrian Pine	E	4	\$ 600.00	\$ 2,400.00
620 025	Shrub	Prickly Juniper	E	6	\$ 50.00	\$ 300.00
620 025	Shrub	Shallow Bush	E	13	\$ 50.00	\$ 650.00
620 025	Shrub	Red Yucca	E	20	\$ 50.00	\$ 1,000.00
620 025	Shrub	Russian Sage	E	16	\$ 50.00	\$ 800.00
620 035	round Cover	Creeping Mahonia	E	46	\$ 60.00	\$ 2,760.00
620 035	round Cover	Indiangrass	E	57	\$ 60.00	\$ 3,420.00
620 035	round Cover	Red Carpet Rose	E	25	\$ 60.00	\$ 1,500.00
Subtotal						\$ 20,238.15

Earthwork

Item	Description	Unit	Qty	\$/unit	Cost
205 005	Excavation	CY	55.6	\$ 20.00	\$ 1,111.11
Subtotal					\$ 1,111.11

Other

Item	Description	Unit	Qty	\$/unit	Cost
S911 05B	Mow Strip	FT	205	\$ 9.00	\$ 1,845.00
Subtotal					\$ 1,845.00

Note: Items include all material and labor costs necessary to complete installation.

Total	\$ 23,194.26
Mobilization (10%)	\$ 2,319.43
Contingency (5%)	\$ 1,275.68
Total Estimated Landscaping Cost	\$ 26,789.37
Rounded to Nearest Thousand	\$ 27,000.00

*There is \$19,000 of landscape project savings due to the city of Nampa's change from an irrigated lawn to low maintenance shrubs and removal of a paved approach for mowing access.

- Paved approach = \$4,000
- Lawn irrigation system/sod = \$15,000

Total Estimated Landscape Cost for agreement: \$8,000.00