

MEMORANDUM

TO: Brain C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: LHTAC/Local Agreement for Carson Street Bridge Project (Engineering)
DATE: June 21, 2021

I have reviewed the above-referenced Agreement, and the associated Resolution, and they meet with my approval for the Mayor's signature once so authorized by the Council. It is appropriate to follow Art da Rosa's recommendations.

If you have any questions, please feel free to contact me.

Memorandum

To: Mayor Brian Blad and City Council
Cc: Jeffrey L. Mansfield, P.E., Public Works Director/City Engineer
From: Art da Rosa, P.E., Senior Engineer
Date: July 1, 2021
Re: LHTAC/Local Agreement for Carson Street Bridge Project

RECOMMENDATION

Staff recommends that the Council:

1. Approve an LHTAC/Local Agreement between the City of Pocatello and the Local Highway Technical Assistance Council for the construction of the Carson Street Bridge Project;
2. Pass Resolution ___ approving the LHTAC/Local Agreement between the City of Pocatello and Local Highway Technical Assistance Council for the construction of the Carson Street Bridge Project;
3. Authorize the Mayor to execute the LHTAC/Local Agreement with the Local Highway Technical Assistance Council for the Carson Street Bridge Project;
4. Authorize payment of the current required local match from Fund 70 of \$167,657.85.

DISCUSSION

In February 2019, the City assisted Local Highway Technical Assistance Council (LHTAC) in applying for the Bridge Bundle grant, which has a total of nine bridges through the state. Included among these bridges is the replacement of Carson Street Bridge over Portneuf River.

On January 16, 2020, the Council approved an LHTAC/Local Agreement, ushering the project into Engineering Design Phase (also known as Preliminary Engineering Phase).

The Carson Street Bridge Project has maintained its development schedule, and it is ready to proceed to the Construction Phase. The scope of the Carson Street Bridge Project includes complete replacement of the bridge, sidewalks upgrade, street signs upgrade, and minor landscape upgrade.

The Carson Street Bridge Project is a federally funded project, an LHTAC/Local Agreement is required, with a 7.34% match or \$167,657.85. This amount represents the entire amount required of the City during construction, including utility relocation, construction engineering and inspection, and construction contracts.

The fiscal impact for the construction phase of the project is \$167,657.85. Funding for the match will come from Fund 70 (Accounting code 070-6001-425.80.01). Staff wants

to clarify that the City had already paid \$30,329 as the design phase match. The total fiscal impact of the Carson Street Bridge Project is \$197,986.85.

Attachment

LHTAC/Local Agreement, Project No. A012 (099)
Resolution ____ approving the LHTAC/Local Agreement between the City of
Pocatello and Local Highway Technical Assistance Council

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING A LHTAC/LOCAL CONSTRUCTION AGREEMENT BETWEEN THE LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC) AND THE CITY OF POCATELLO SETTING OUT TERMS AND CONDITIONS FOR THE REPLACEMENT OF THE CARSON STREET BRIDGE WITHIN THE CITY LIMITS; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO SAID AGREEMENT; AND PROVIDING THAT AN EXECUTED COPY OF THE AGREEMENT AND THIS RESOLUTION SHALL BE PROVIDED TO LHTAC.

WHEREAS, the Local Highway Technical Assistance Council, hereinafter called "LHTAC", has submitted a Construction Agreement stating obligations of LHTAC and the City of Pocatello for replacement of the Carson Street Bridge within City of Pocatello limits, Project No. A022 (597); and

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

WHEREAS, the City is fully responsible for its share of project costs as identified on the attached exhibit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the Agreement for replacing the Carson Street Bridge is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City of Pocatello.
3. That this resolution be attached to the Agreement.
4. That copies of this Resolution as well as the Agreement shall be provided to LHTAC.

RESOLVED this 1st day of July, 2021.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

Key Number	22597
Project Number	A022(597)
Project Name	W Carson St, Portneuf River Bridge
Sponsor	City of Pocatello
County	Bannock County
PC	\$ 388,977.91
PL	\$ 46,134.23
PE	\$ 3,000.00
Project Development Total	\$ 438,112.14
CN	\$ 1,802,472.91
non-bid	\$ -
Cont.	\$ 90,123.65
CC	\$ 348,289.00
CL	\$ 78,365.00
CE	\$ 8,707.00
Construction Total	\$ 2,385,957.56
Total Project Costs	\$ 2,824,069.70

Federal-aid Total	\$ 2,824,069.70
Federal-aid 92.66%	\$ 2,616,782.98
Sponsor Match 7.34 %	\$ 207,286.72
Design Match Paid	\$ 31,628.87
LHTAC Match	\$ 8,000.00
Match Due	\$ 167,657.85

LHTAC/LOCAL AGREEMENT (SUB-AGREEMENT)
(CONSTRUCTION)
BRIDGE BUNDLING
W CARSON ST, PORTNEUF RIVER BR
BANNOCK COUNTY
PROJECT NO. A022(597)
KEY NO. 22597

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and the **CITY OF POCATELLO**, acting by and through its City Council, hereafter called the Sponsor.

PURPOSE

LHTAC is administering the Bridge Bundling with federal funds obligated from the Idaho Transportation Department (ITD). The Sponsor has requested federal participation in the costs of constructing W. Carson St, Portneuf River Bridge, to consist of replacing the Carson Street Bridge, which has been designated as Project No. A022(597). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-2403 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C §313.23 and CFR §635.410.

*LHTAC/Local Agreement (PD) Sub-Agreement
W Carson St, Portneuf River Bridge
Key No. 22597*

3. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the Idaho Transportation Department
5. This LHTAC/Local Agreement (Construction) upon its execution by both Parties, supplements the LHTAC/Local Agreement (Project Development) by and between the same parties, dated March 16, 2020.
6. Sufficient Appropriation. It is understood and agreed that LHTAC is a public agency, and this Agreement shall in no way be construed so as to bind or obligate the LHTAC beyond the term of any particular appropriation of funds by the Federal Government or the Idaho Transportation Department as may exist from time to time. LHTAC reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the Idaho Transportation Department fails, neglects or refuses to appropriate sufficient funds as may be required for the LHTAC to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the LHTAC shall:

1. Enter into an Agreement with the Idaho Transportation Department covering the federal government's pro rata share of construction costs.
2. Notify the Sponsor after ITD opens the construction bids.
3. Recommend award a contract for construction of the project, based on the successful low bid, if it does not exceed the estimate of cost of construction by more than ten (10) percent. If the low

bid exceeds the estimate by - more than 10%, the bid will be evaluated, and if justified, the contract will be recommended for award and the Sponsor will be notified.

4. Obtain concurrence of the Sponsor before recommending award of the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a Resident Engineer and other personnel, as the LHTAC deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, LHTAC will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Act as the contract administrator for the Idaho Transportation Department.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to LHTAC, before LHTAC begins the incidental services referred to in Section II, Paragraph 1, the sum of **ONE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS AND EIGHTY-FIVE CENTS (\$167,657.85)**, estimated to be the total expense to the LHTAC. In addition, pay to the LHTAC the cost of all incidental services provided by the LHTAC upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project. **Checks shall be made payable to "LHTAC" and mail to LHTAC, 3330 W Grace St., Boise ID 83703.**
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the LHTAC the Sponsor's portion of such excess cost.
3. Authorize the LHTAC to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is Jeff Mansfield, (208) 234-6189.
5. When change orders are submitted by LHTAC for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 9, indicating an adjustment in cost against the Sponsor, promptly remit to the LHTAC a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the LHTAC. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders,

roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless LHTAC, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

This Agreement is executed for the LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL by its Administrator, and executed for the Sponsor by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of City of Pocatello.

APPROVED BY:
LHTAC

Administrator

ATTEST:

CITY OF POCATELLO

CITY CLERK

MAYOR

(SEAL)

By regular/special meeting
on _____.