

CITY OF POCATELLO
SPECIAL CITY COUNCIL MEETING AGENDA

June 27, 2016 · 10:00 AM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL

2. STATE/LOCAL CONSTRUCTION AGREEMENT AND RESOLUTION—LEWIS STREET BRIDGE PROJECT

Council may wish to adopt a resolution and authorize execution of an agreement between the State of Idaho and City of Pocatello for the Lewis Street Bridge Project, subject to Legal Department review. This federal aid project consists of the complete replacement of the bridge on Lewis Street at the concrete channel section of the Portneuf River.

Highway Technical Assistance Council (LHTAC) will administer this project for the State. Funding is available in the amount of \$1,316,000.00 with a local match of 7.34% or approximately \$96,000.00.

Funding for the City's Construction match has been programmed into the Fiscal Year 2016 Fund 70 budget. Construction is anticipated to begin in the fall of 2016 or spring of 2017.

(Pertinent information attached.)

Documents: [AGENDA-ITEM2.PDF](#)

3. DECLARATION OF POSSIBLE OPEN MEETING VIOLATION AND RESOLUTION

Council will consider a possible violation of the requirements of Idaho Code Section 74-208(7)(b) of the Idaho Open Meeting Act by the Fact Finding Panel during the negotiations of the IAFF Local 187 Collective Bargaining Agreement held on December 2, 2015. The following considerations are:

(a) Should the Council declare the open meeting violation occurred by acknowledging the Fact Finding Panel deliberated and made a decision in a closed meeting and said action is a violation of the requirements of Idaho Code Section 74-206A and the Open Meeting Act; and

(b) Adopt a resolution that the actions of the binding Fact Finding Panel as set out in the December 2, 2015 decision are null and void; and direct the applicable staff to return to the negotiation process for the issues related to the decision of the Fact Finding Panel.

(Pertinent information attached.)

Documents: [AGENDA-ITEM3.PDF](#)

**AGENDA
ITEM
NO. 2**

Memorandum

To: Mayor Blad and City Councilmembers

Cc: Michael Jaglowski, Public Works Director

From: Deirdre Castillo, City Engineer

Date: 6/20/2016

Re: Portneuf River Lewis Street Bridge – State/Local Agreement (Construction)

Discussion

In 2011 the State awarded the City of Pocatello federal aid funds to rehabilitate the Lewis Street Bridge where it crosses the Portneuf River at the concrete channel. The City subsequently entered into an agreement with Keller Associates for engineering services.

Preliminary engineering determined that it would be beneficial to replace the bridge rather than rehabilitate it. With a sufficiency rating of 45.0 out of 100 based on ITD-sponsored inspections, the bridge qualifies for complete replacement. This bridge was constructed in 1948 and exhibits delamination of the concrete deck, damage to the concrete abutments at the girder bearings, and rusting of the steel girders. The old piles will be left in place and new piles drilled further away from the concrete channel walls. The new bridge will be slightly wider to allow for bicycle travel via shared lanes.



LHTAC (Local Highway Technical Assistance Council) recently approved the final project plans and specifications and recommended that the project be advanced from FY17 construction to FY16 due to another municipality's project that fell behind schedule. Subsequently, budget authority for the city's match was included in the 2016 June Budget Amendments.

A summary of the project funding and local match is as follows:

Total project budget	\$1,316,000
Estimated cost of construction including construction engineering, inspection, and contingency	\$1,027,356
Sponsor's match, 7.34% or	\$96,600
Amount due from Sponsor at signing of State/Local Agreement (Construction)	\$57,086

The State requests that the City pay \$57,086 at the signing of the State/Local Agreement (Construction). This amount is the Sponsor's match requirement less in-house engineering, cash paid upfront at the start of the project, and match paid to the consultant. Funding for the City's construction match has been programmed into the Fiscal Year 2016 Fund 70 budget. Construction is anticipated to begin in the fall of 2016 or spring of 2017.



Recommendation

Staff recommends that Council adopt a resolution and authorize execution of the State/Local Agreement (Construction) between the State of Idaho and City of Pocatello for the Portneuf River Lewis Street Bridge Project, subject to Legal Department review.

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A012(444)
PORTNEUF RIVER LEWIS ST BRIDGE
BANNOCK COUNTY
KEY NO. 12444

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF POCATELLO, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of replacing the existing bridge over the Portneuf River in Pocatello, which has been designated as Project No. A012(444). 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 40-317 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, CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. 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.
5. 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 State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated March 14, 2011.
7. 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.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's 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 awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding 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 State 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, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. 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 and 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 applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **FIFTY-SEVEN THOUSAND EIGHTY-SIX DOLLARS (\$57,086)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 29.5% of the total construction cost.
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 State the Sponsor's portion of such excess cost.
3. Authorize the State 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 _____, Phone No. _____.
5. When change orders are submitted by the State 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 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. 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 provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from 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 negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Pocatello.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF POCATELLO

City Clerk

(SEAL)

Mayor

By regular/special meeting
on _____.

Reviewed by FS:

NSW 6/3/14

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RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF POCATELLO**, hereafter called the **CITY**, for construction of Portneuf River Lewis St Bridge; 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 A012(444) 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, duly* called special (X-out non-applicable term) meeting of the City Council, City of Pocatello, held on _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 12444
 Project No: A012(444)
 Project Name: Portneuf River Lewis St Bridge
 Sponsor: City of Pocatello
 Description of work: This project will replace the existing 1948 bridge over the Portneuf River in Pocatello.

Date of State/Local Agreement for Project Development: 3/14/2011

	FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>		
_____ \$1,027,356		
APPROVED FORCE ACCOUNT WORK		
_____ \$12,942		
PLUS PE BY STATE <i>(from 2101)</i>		
_____ \$10,000		
PLUS PC BY LHTAC <i>(from 2101)</i>		
_____ \$40,000		
PLUS PC <i>(from PC Agreements)</i>		
_____ \$269,000		
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL		
_____ \$0		
_____ \$1,359,298		
MATCH PERCENTAGES		
_____ 92.66%		7.34%
PERCENTAGE AMOUNTS		
_____ \$1,259,525.53		\$99,772.47
MINUS FEDERAL MAXIMUM		
_____ \$0		
ADD OVERAGE <i>(If Any To Local)</i>		
_____ 1,259,526		\$0
LOCAL SHARE OF CONSTRUCTION AMOUNT		\$99,772

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING <i>(From above if work by contract)</i>	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE <i>(from PD Agreement)</i>	\$10,000
MINUS APPROVED FORCE ACCOUNT WORK <i>(From above)</i>	\$12,942
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$19,745
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	
CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS	\$57,086

Comments:

PREPARED BY: Heather Parker | Date: 5/20/2016

**AGENDA
ITEM
NO. 3**

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, RESOLVING THAT THE ACTIONS OF THE BINDING FACT FINDING PANEL AS SET OUT IN THE DECEMBER 2, 2015 DECISION ARE HEREBY DELCARED NULL AND VOID AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council and Mayor have been advised of a potential open meeting violation and that the Council has considered the matter; and

WHEREAS, the City Council and Mayor acknowledge the Fact Finding panel deliberated and made a decision in a closed meeting which is a violation of the requirements of Idaho Code §74-206(A) and the Idaho Open Meeting Act; and

WHEREAS, the City Council and Mayor deem it prudent to address the potential open meeting violation and cure the same as set forth in the Idaho Code.

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

1. The actions of the binding Fact Finding panel as set out in the December 2, 2015 decision are hereby declared null and void and the City Council hereby directs the applicable staff to return to the negotiation process for the issues related to the decision of the Fact Finding panel.
2. This Resolution shall be effective as of the date of its adoption.

RESOLVED this 27th day of June, 2016.

CITY OF POCA TELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk