

**EXECUTIVE SUMMARY**  
**BENTON STREET BRIDGE PROJECT**  
**AGREEMENTS/CONTRACTS**

To: Mayor Brian Blad and City Council  
Cc: Jeffrey L. Mansfield, PE, Public Works Director/City Engineer  
From: Art da Rosa, PE, Senior Engineer  
Becky Robison, Project Manager  
Date: Meeting Date – May 18, 2023  
Re: Benton Street Bridge over the Portneuf, LHTAC/Local Agreement

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**REQUEST**

Council may wish to approve an LHTAC/Local Agreement for the Leading Idaho Bridge Program between LHTAC and the City of Pocatello and authorize the Mayor’s signature on all applicable documents, subject to Legal Department review. There is no additional financial requirement or match for the project.

**BACKGROUND**

On May 19, 2022, the Council authorized staff to apply for the Leading Idaho Bridge (LILB) Program for the Benton Street Bridge over the Portneuf River.

The LILB Program was funded through the 2022 Legislative Session Senate Bill 1359, which provides \$200 million for local bridges. This program is divided into three phases, with the funding for the Benton Street Bridge being approved in the third phase.

The project will include the complete removal and replacement of the bridge. There is no financial obligation or match requirement for this project.

**RECOMMENDATION**

Staff recommends that the Council:

1. Approve the LHTAC/Local Agreement for the Leading Idaho Bridge Program between LHTAC and the City of Pocatello;
2. Authorize the Mayor to execute the LHTAC/Local Agreement for the Leading Idaho Bridge Program and all applicable documents related to the Benton Street Bridge Project.

Attachment

LHTAC/Local Agreement for the Leading Idaho Bridge Program, Bridge  
KN22175

#7

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney MK  
Date: May 9, 2023  
Re: LHTAC/Local Agreement for Bridge KN22175 (Benton Street Bridge  
Project)

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Having reviewed the above referenced Agreement between the City of Pocatello and LHTAC, I have no legal concerns with the Council approving and authorizing the Mayor to sign the Agreement, along with all applicable documents related to the Benton Street Bridge Project.

**LHTAC/LOCAL AGREEMENT  
LEADING IDAHO BRIDGE PROGRAM  
BRIDGE KN22175  
LILB# 2.3.1 CITY OF POCATELLO**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **CITY OF POCATELLO**, acting by and through its Commission or Council (Sponsor).

**PURPOSE**

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20 foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN22175 be repaired or replaced through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

**SECTION I. GENERAL**

1. This agreement applies only to the following Bridge:
  - KN22175
2. Projects funded in the LILB program do not require any upfront costs or match from the Sponsor.
3. Under the LILB program, LHTAC will administer the project, serve as the lead agency and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes an estimated budget, schedule and agreed upon local sponsor contributions is outlined in Attachment A.
6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

## **SECTION II. LHTAC shall:**

1. Administer the development of the project through LHTAC staff or contracted resources.
2. Administer the construction of the project, including the bidding of the project through LHTAC staff or contractor resources.
3. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
4. Administer contracts with engineering and/or construction contractors and any associated sub-contractor providing services for Bridge KN22175.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

## **SECTION III. Sponsor shall:**

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN22175 within the public Right-of-Way required by such activities.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated 30 days after the delivery of Type, Size and Location specifications and prior to completion.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Pay additional costs for the inclusion of any design features not included in LHTAC's proposed Type, Size and Location specifications, such as, but not limited to: increased width, lighting or aesthetics.
5. Engage in the optional activities documented in Attachment A (if applicable)
6. Upon completion of the project, maintain Bridge KN22175 in a manner necessary for safe utilization.

## **SECTION IV. EXECUTION**

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed elected official, attested to by its Clerk.

**SECTION V. PERIOD OF APPLICABILITY**

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

**SECTION VI. TERMINATION**

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
  
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

LHTAC

\_\_\_\_\_  
Administrator

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

CITY OF POCA TELLO, a municipal  
corporation of Idaho

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BRIAN C. BLAD, Mayor

## **Attachment A**

### **Leading Idaho Local Bridge Program Project Detail Sheet**

Bridge KN: 22175

Carries: Benton St. (STC 7151)

Crosses: Portneuf River

Jurisdiction: City of Pocatello

Project Proposal: Replace bridge in place per the design developed by LHTAC.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

- Participate in project milestone meetings
- Approve type, size and location of bridge