



City of Grand Island

Tuesday, July 26, 2005

Council Session

Item G15

#2005-211 - Approving Agreement with NDOR for Repairs to US Highway 281 from Old Potash to Capital Avenue

Staff Contact: Steve Riehle, City Engineer\Public Works Director\

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works
Dale Shotkoski, Assistant City Attorney

Meeting: July 26, 2005

Subject: Approving Agreement for Resurfacing Project on US
HWY 281; Old Potash Highway to Capital Avenue

Item #'s: G-15

Presenter(s): Steven P. Riehle, Director of Public Works

Background

All agreements must be approved by the City Council. The City Of Grand Island is preparing plans for a resurfacing and concrete patching project to repair US HWY 281.

Discussion

The northbound lanes of US Highway 281 between Old Potash Highway and Capital Avenue have deteriorated and are in need of repair. The Nebraska Department of Roads (NDOR) will share in 50% of the repair costs up to a maximum cost to NDOR of \$150,000.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve a resolution authorizing the Mayor to sign the agreement.
2. Disapprove or/Deny authorization for the Mayor to sign the agreement.
3. Modify the agreement to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

AGREEMENT

CITY OF GRAND ISLAND
STATE OF NEBRASKA, DEPARTMENT OF ROADS
RESURFACING PROJECT
HIGHWAY U.S. 281 – OLD POTASH HIGHWAY TO CAPITAL AVENUE

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, it is the desire of the City and the State to maintain the urban extensions of State Highways in a favorable condition for the general public. Because of increased traffic and general deterioration of the roadway, some of the streets require resurfacing work. It is hereby agreed that the City and State join in resurfacing work on U.S. Highway 281 between Old Potash Highway and Capital Avenue, and

WHEREAS, the State for its Fiscal Year 2006 maintenance program has programmed \$150,000 for the resurfacing of various State highways in Grand Island, and

WHEREAS, this resurfacing shall consist of: concrete pavement patching and SP-5 asphalt overlay.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The City agrees to prepare specifications, take bids, award contracts, provide the necessary inspection to insure the performance is within specification requirements and maintain sufficient records to fully document locations and actual costs of work performed.

The City further agrees that final inspection of the work shall be by the State and only that work which is deemed satisfactory shall be eligible for payment by the State.

The City also agrees that the State's share of the cost of the work shall be limited only to the actual construction cost of accepted work based on the lane responsibilities of the City and the State at the location described in Section 3 herein.

SECTION 2. The State agrees to participate in 50 percent of the actual construction cost only of work approved and accepted. Construction engineering is not included in the above construction cost. The maximum monetary amount which the State will provide for their share of the actual construction costs is \$150,000.

SECTION 3. The specific location for which resurfacing is authorized, within the \$150,000 limit is as follows:

Highway U.S. 281, Old Potash Highway to Capital Avenue (DOR RP 69.50 to RP 71.50).

SECTION 4. Upon completion of the work described herein, the City shall provide to the State certification that the work has been performed according to specifications and shall furnish a summary and supporting pay estimates of actual costs of work performed in the specific areas. These items shall be submitted to the Department of Roads through the District 4 Office in Grand Island.

The State agrees to make payment to the City for 95 percent of the State's share of the actual eligible construction costs within thirty (30) days after inspection and approval of the work by the State's District Engineer and the subsequent receipt of the City's billing. The final payment of the State's share will be made after the State's cost audit of City records have been made to verify actual costs.

SECTION 5. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 1988).

SECTION 6. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this agreement; such records to be available for inspection by the State, and copies thereof shall be furnished by the City if requested.

SECTION 7. Nothing said or implied to the contrary, the State's maximum share of the actual costs under this agreement shall not exceed \$150,000.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 20____.

ATTEST:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

AGR12-ZU

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2005-211

WHEREAS, the Nebraska Department of Roads needs to repair and resurface U.S. Highway 281 between Old Potash Highway and Capital Avenue due to increased traffic and general deterioration of the roadway; and

WHEREAS, such resurfacing shall consist of concrete pavement patching and an SP-5 asphaltic concrete overlay; and

WHEREAS, the total project construction costs are anticipated to be \$300,000; and

WHEREAS, the State agrees to participate in fifty percent of the actual construction cost, with a maximum amount of \$150,000; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the repair and resurfacing improvement of U.S. Highway 281 between Old Potash Highway and Capital Avenue is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 21, 2005	☐ City Attorney