



CITY OF
REXBURG
America's Family Community

Resolution 01-20-1982

WHEREAS, the Idaho Transportation Department, Division of Highways, hereafter called the State, has submitted an Agreement stating obligations of the State and the City of Rexburg, Idaho, for the construction of a bridge over the Rexburg Canal on South 5th West Street between MP 0.10 and MP 0.11

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

WHEREAS, it is intended that the project shall be developed and constructed so as to receive federal participation;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal-Aid Highway Project M-7716 (003) 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 the Idaho Transportation Department, Division of Highways.

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, Rexburg, Idaho, held on 20th of January, 1982.

Rose Bagley

PARTIES

THIS AGREEMENT, made and entered into this 27th day of January, 1982, by and between the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS, hereafter called the "State," and the CITY OF REXBURG, acting by and through its Mayor and Council, hereafter called the "Sponsor."

PURPOSE

The Sponsor has requested the State to program a project for federal participation in the construction costs of replacing a bridge over the Rexburg Canal on South 5th West Street between MP 0.10 and MP 0.11 in the City of Rexburg, to consist of grading, drainage, base, plant mix, seal coat, curb gutter, sidewalk, concrete structure, traffic control and miscellaneous items needed to complete the work, which has been designated as Project M-7716 (003).

The Parties agree as follows:

SECTION I.

1. Federal participation in the costs of the project will be governed by the applicable section of Title 23, U.S. Code (highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration (FHWA).
2. The State assumes no responsibility for the timely performance of this Agreement and in no way guarantees that federal funds herein sought are available or will be made available.

SECTION II. That the State will:

1. Enter into an agreement with the FHWA 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.
4. Obtain concurrence of the Sponsor's share of the cost, computed by including the contract estimate, exceeds the amount set forth in Paragraph 1, Section III.
5. Provide to the Sponsor a copy 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 in accordance with the plans, specifications and estimates 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.

7. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
8. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the FHWA, 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 returned.

SECTION III. That the Sponsor will:

1. Before the advertisement for bids, remit to the State a check or warrant in the amount of FOURTEEN THOUSAND, EIGHT HUNDRED AND NO/HUNDREDTHS DOLLARS (\$14,800.00), which is the Sponsor's preliminary estimated share of the project cost. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement or computation for the classes of work performed plus the actual cost of engineering and contingencies required to complete the work.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Paragraph 1, Section III, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and to 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 significantly changed.
4. Upon receipt of the statement referred to in Paragraph 8, Section II, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
5. Maintain the project upon completion to the satisfaction of the State. 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. If the project is not maintained satisfactorily, the State will notify the Sponsor of the unsatisfactory conditions, and should the Sponsor fail and refuse to remedy the conditions within ninety (90) days after receipt of the notice, the Sponsor agrees that the State may then proceed to maintain and/or make repairs on the project at the cost and expense of the Sponsor. Sponsor agrees to reimburse the State when presented with a statement showing the costs of maintenance and/or repairs.
6. Further agree to indemnify the State and hold it harmless against any and all 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.

SECTION IV.

1. All informational, regulatory and warning signs, curb and pavement or other markings, traffic signal required, 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.
2. The location, form and character of all signs, curb and pavement or other markings, traffic signals required, 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.
3. The use and occupancy of the right of way of this project by utility facilities will be controlled by the State's Policy for the Accommodation of Utilities Within Right of Way of the Federal-aid Systems in the State of Idaho.

SECTION V.

1. That this State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Preliminary Engineering) by and between the same parties, dated 5 July 1978, on the Rexburg Canal Bridge (South 5th West Street), designated as Project M-7716 (002).

The Sponsor represents that its Mayor is authorized by proper resolutions to enter into this Agreement, and the State represents that the IDAHO TRANSPORTATION BOARD has authorized the State Highway Administrator to enter into this Agreement.

IN WITNESS WHEREOF, the State has caused these presents to be executed by its State Highway Administrator, attested to by his Secretary, and the Seal of the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS, affixed hereto; and the Sponsor has caused these presents to be executed by the Mayor, attested to by its City Clerk, and its corporate Seal affixed hereto.

ATTEST:

IDAHO TRANSPORTATION
DEPARTMENT DIVISION OF HIGHWAYS

Secretary

State Highway Administrator

ATTEST:

City of Rexburg

City Clerk

Mayor