



RESOLUTION 95-2

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 ~~XXXXXXXXXXXXXX~~ DEVELOPING AND CONSTRUCTING IMPROVEMENTS AT CROSSING NUMBER 811995R IN REXBURG. WEST 2ND SOUTH.; 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

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 STPG-7826(100) 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 Jan 4, 1995.

Rose Hagley
City Clerk

(SEAL)

STATE/LOCAL AGREEMENT
(RAILROAD CROSSING)
STPG-7826(100)
WEST 2ND SOUTH, REXBURG
KEY 5721

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the IDAHO TRANSPORTATION DEPARTMENT, 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 Project STPG-7826(100) for Federal-aid and State Railroad Grade Crossing Protection Account funds and be the SPONSOR'S representative in developing and constructing improvements at crossing number 811995R in Rexburg. The work is to consist of railroad signals and gates.

The Parties agree as follows:

SECTION I. That the STATE will:

1. Assume no responsibility for the timely performance of this Agreement and in no way guarantee that the federal funds herein sought are available or will be made available. In the event federal funds are unavailable, this agreement is void.
2. Provide the design effort, including the required environmental document, and acquire any additional rights-of-way needed for the project.
3. Administer construction of the project and pay all construction costs and upon completion of the work, notify the SPONSOR thereof.

SECTION II. That the SPONSOR will:

1. Authorize the STATE to administer the project.
2. Approve the project design.
3. Upon notification by the STATE of project completion, maintain the project 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.
4. Indemnify, save harmless and defend regardless of outcome the STATE 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 in the design or maintenance of the work which is the subject of this Agreement.
5. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof.

SECTION III.

1. 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.
2. 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 Rights-of-Way of the Federal-aid Systems in the State of Idaho.

EXECUTION

This Agreement is executed for the STATE by its Chief Engineer and executed for the SPONSOR by the Mayor and Council, attested to by the City Clerk, with the imprinted corporate Seal of REXBURG.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Chief Engineer

RECOMMENDED BY:

Local Roads Engineer

APPROVED AS TO FORM:



Legal Counsel

ATTEST:

CITY OF REXBURG



City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____

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APPENDIX A
Excerpts from Title 49 CFR Part 21

During the performance of work covered by this Agreement, the City of Rexburg, for itself, its assignees and successors in interest (hereafter referred to as the "SPONSOR"), agrees as follows:

1. Compliance with Regulations: The SPONSOR during the performance of work covered by this Agreement shall comply with all regulations of the United States Department of Transportation relative to Civil Rights with specific /reference to Title 49 CFR Part 21, Title 41 CFR Part 60, Civil Rights Act of 1964 as amended and Executive Order 11246.
2. Non-Discrimination: The SPONSOR, with regard to the work performed during the term of this Agreement, shall not in any way discriminate: against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, religion, sex, national origin, age or non-job-related handicap.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding or negotiation, made by the SPONSOR for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware, by the SPONSOR, of the obligations of this Agreement and to the Civil Rights Requirements based on race, color, religion, sex, national origin, age or non-job-related handicap.
4. Information and Reports: The SPONSOR shall provide all information and reports required by Regulations and/or Directives and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Idaho Transportation Department, Division of Highways or the Federal Highway Administration. The SPONSOR will be required to retain all records for a period of three years.
5. Sanctions for Non-Compliance: In the event the SPONSOR is in non-compliance with the Civil Rights Provisions of this Agreement, the Idaho Transportation Department, Division of Highways shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the SPONSOR until he has achieved compliance and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of the Provisions: The SPONSOR shall physically include this Appendix in every subcontract of \$10,000 or more to include procurement of materials and leases of equipment unless exempt by Regulations, Orders, or Directives pursuant thereto. The SPONSOR shall take such action with respect to subcontractor or procurement as the Idaho Transportation Department, Division of Highways or the Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided in event the SPONSOR becomes involved in, or is threatened with litigation with the subcontractors or suppliers as a result of such direction, the SPONSOR may request the STATE to enter into such litigation to protect the interest of the STATE, and in addition the SPONSOR may request the United States to enter into such litigation to protect the interest of the United States.