



CONTRACT DOCUMENTS & SPECIFICATIONS

for

WASTEWATER TREATMENT PLANT MOWING (Rebid)

Bid Opening

Wednesday, July 20, 2022 @ 2:00 pm
City of Grand Island, City Hall
100 East 1st Street
Grand Island, NE 68801

**WASTEWATER DIVISION
DEPARTMENT OF PUBLIC WORKS
GRAND ISLAND, NEBRASKA**

JULY 2022

**BIDDER CHECKLIST FOR
WASTEWATER TREATMENT PLANT MOWING (Rebid)
CITY OF GRAND ISLAND, NEBRASKA**

Bids must be received by the City Clerk before 2:00 p.m., (local time) on Wednesday, July 20, 2022.

The following items must be completed for your bid to be considered.

- This completed bidder checklist form.
- A signed **original and one copy** of the bidding documents.
- Acknowledgment of Addendum(s), if any.
- Firm unit pricing; or lump sum pricing as applicable. (See bid Form)
- A certified check, cashiers check or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

** If checked you will be claiming the individual pricing as listed on the Bid Form is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.*

Bidder Company Name

Date

Print – Name of Person Completing Bid

Signature

ADVERTISEMENT TO BIDDERS
for
WASTEWATER TREATMENT PLANT MOWING (Rebid)
for
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk**, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Wednesday, July 20, 2022** for **WASTEWATER TREATMENT PLANT MOWING (Rebid)** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Bids shall be submitted on forms which will be furnished by the City OR bidding documents, plans, and specifications for use in preparing bids may be downloaded from the Quest CDN website, www.QuestCDN.com for a thirty dollar (\$30) fee. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered. Each bidder shall submit with their bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within twenty (20) days, at the bid price, after acceptance by the City. **“Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.”** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. OR Bid bonds must be uploaded to Quest CDN, www.QuestCDN.com. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska. **Please return one original and one copy of each bid sheet.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements, and supply performance and payment bonds. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

TITLE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Plans and specifications for use in preparing bids may be obtained from the office of the City Engineer, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

RaNae Edwards
City Clerk

**WASTEWATER TREATMENT PLANT MOWING (Rebid)
GRAND ISLAND, NEBRASKA**

The Contractor agrees to furnish all equipment, labor, material and supplies, and disposal costs, etc. needed to perform the work. The site to be maintained is the City of Grand Island Wastewater Treatment Plant. Arrangements for site inspections by prospective bidders can be made by contacting Matt Walker, Assistant Public Works Director- Wastewater, at 308-385-5430.

Sealed bids will be received at the office of the City Clerk, P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Thursday, July 20, 2022** for Lawn Maintenance at the Grand Island Wastewater Treatment Plant. Bid proposals will be opened at this time in the Grand Island City Hall Council Conference Room #1 located on the 1st floor of the City Hall. Submit **an original and one copy**. Bids received after the specified time will be returned unopened to sender.

Each bidder shall submit with their bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within twenty (20) days, at the bid price, after acceptance by the City. **“Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.”** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. OR Bid bonds must be uploaded to Quest CDN, www.QuestCDN.com. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

Bids will be evaluated by the Public Works Department based on conformity to specifications, price, past performance, experience, certifications, contractor’s ability to perform the work and references. The City reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City.

Work shall include the following:

- Trimming / Edging
- Tree / Shrub trimming twice per year
- Application of weed/grass killer at fence line and around the tanks at the Wastewater Treatment Plant
- Mowing

Mowing Program

- 1) Mowing is once per week in conjunction with the growing season and will commence approximately the third week in July and end approximately the first week in November. Grass will be mowed at the approximate heights of 2 ½ inches in the spring and fall and 3 inches during the summer. At the Assistant Public Works Director- Wastewater’s discretion mowing frequency may be reduced.
- 2) Bagging of grass clippings is not required.
- 3) The trimming of grass around all trees, shrubs, fixtures, curbs, parking lots, sidewalks, property sign, fence and other areas shall be included once monthly.
- 4) Additional mowing over the contracted once per week must be approved by the Assistant Public Works Director- Wastewater.
- 5) All litter and debris on the lawn area shall be picked up and disposed of properly.

Additional Work

- 1) Any additional work must be approved by the Assistant Public Works Director- Wastewater.
- 2) If the contractor notices any needed maintenance by the Public Works Department such as tree replacement, sidewalk repairs, etc. they shall bring it to the attention of the Wastewater Treatment Plant Management.

Contractor Experience

Previous experience in the areas of lawn and landscaping care, mowing, chemical applications and sprinkler system maintenance is required.

Damages

Any damages to the property, landscaping, or sprinkler systems resulting from work performed under this contract is the responsibility of the contractor.

Supervision

The contractor shall provide adequate supervision of all contractor employees working in the Wastewater Treatment Plant area of the City of Grand Island.

Fair Labor Standards and Unemployment Compensation Fund

The contractor covenants and agrees to comply with the provisions of section 73-102 and 48-657, Revised Statutes of Nebraska, pertaining to "Fair Labor Standards" and "Unemployment Compensation Fund" of the State of Nebraska.

Laws and Ordinances

The Contractor agrees at all times to observe and comply with all national, state, and local laws, ordinances and regulations and to save harmless the City, its officers and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, or regulation.

Insurance

The Contractor shall furnish the required Certificate of Insurance and enter into contract within twenty (20) days after acceptance of this Bid.

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a

consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

Insurance

Provide a summary of the contractor’s (and sub-contractor’s) insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

Workers' Compensation and Employer's Liability

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor’s employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer’s liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the “endeavor to” wording often shown on certificate forms). If the Contractor cannot have the “endeavor to” language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Fair Employment Practices

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Fiscal Years

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

Title VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

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City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Terms of Contract

The contract shall take effect after Council approval, approximately on July 13, 2022. The City will have the option to renew the contract on an annual basis, up to a total of five (5) years. The contract will be automatically extended by one year with the same terms, conditions, and price unless terminated by service or notice of termination by any party on or before July 31st of any year the contract continues.

Terms of Payment

Payment shall be made once/month and within 30 days of submittal of invoice and approval by the Public Works Department.

BID

Mowing (28 each/year)

Per Each Price \$ _____

Total Price \$ _____

An itemized billing for the work performed must be submitted monthly to the Wastewater Treatment Plant. A sample billing is attached.

EXPERIENCE DATA

Each bidder shall supply the following data on their experience:

Name of Bidder: _____

Project Owner/Contact/Phone No.

Project Location

Work Dates

In submitting this bid, it is understood that the City reserves the right to reject and or all bids; to waive irregularities, and to accept whichever bid is in the best interest of the City. It is understood that this bid may not be withdrawn for a period of forty five (45) days after date of bid opening.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, (b) that the bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that the bidder has not sought, by collusion otherwise, to obtain for themselves an advantage over any other bidder or over the City of Grand Island, and (d) that the bidder has not directly or indirectly or solicited any other bidder to put in a false or sham bid.

Exceptions: _____

DATED: _____

Signature of Bidder:

If an individual: _____
(Signature of Individual)

If Doing Business as: _____
(Name of Business)

(Signature of Business Owner)

If a Partnership: _____

(Name of Partnership)

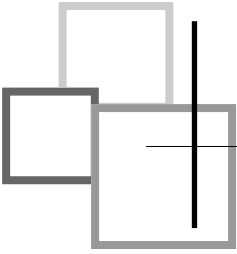
(Signature of Member of Firm)

If a Corporation: _____
(Name of Corporation)

(Signature and Title)

Business Address: _____

Telephone #: _____ Email Address: _____



FIRM NAME

EXAMPLE

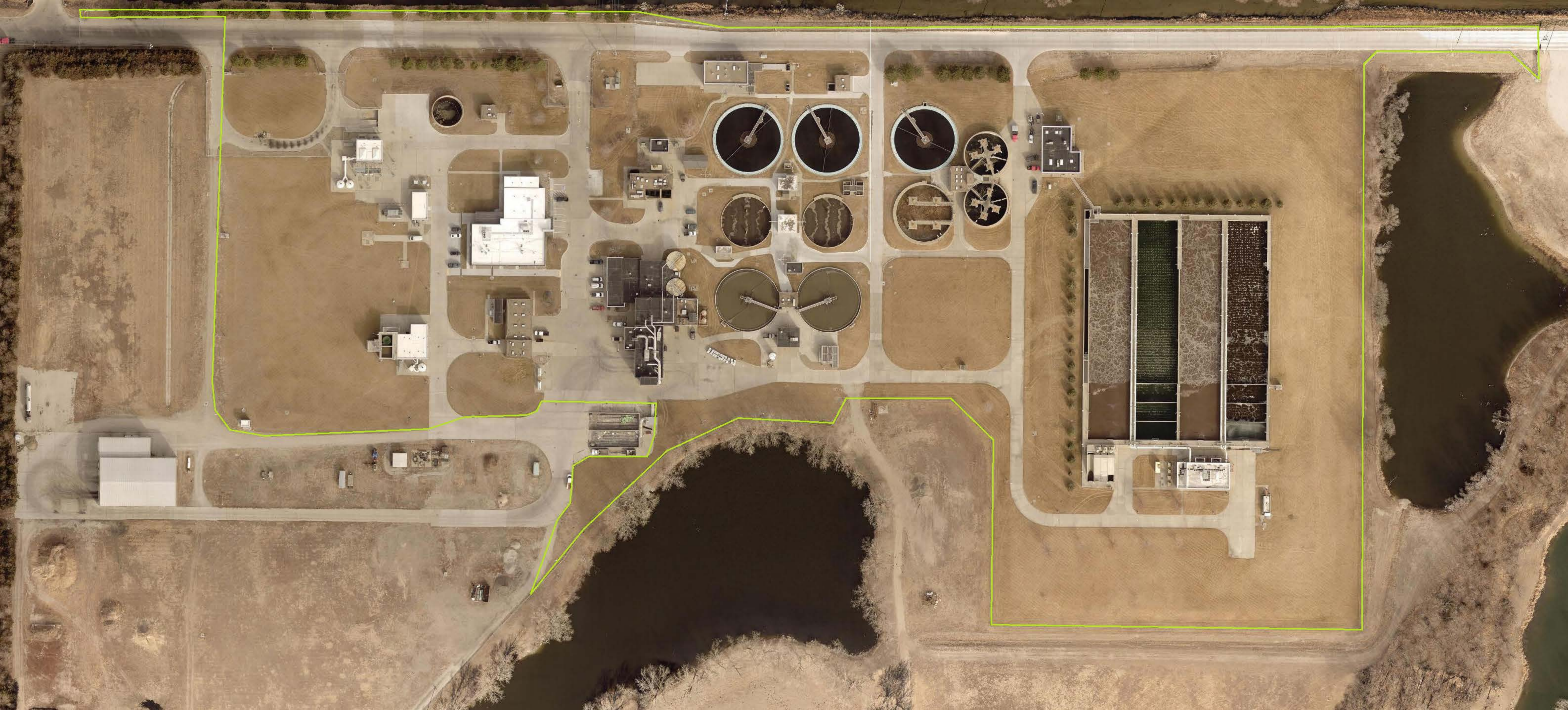
Invoice

Invoice #:
Invoice Date:
Customer ID:

BILL TO:

ATTN: Matt Walker
Wastewater Treatment Plant
PO BOX 1968
GRAND ISLAND, NE 68802-1968

DATES	DESCRIPTION	UNIT PRICE	TOTAL
5/1/2022	MOWING	XX.00	XX.00
5/15/2022	MOWING	XX.00	XX.00
5/30/2022	MOWING	XX.00	XX.00
Total			XX.00



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between _____, hereinafter called the Contractor and the City of Grand Island, Nebraska, herein referred to as the City.

WITNESSETH:

THAT, WHEREAS, the City has caused contract documents to be prepared for performance of lawn maintenance at the City of Grand Island Wastewater Treatment Plant and;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined that the aforesaid Contractor submitted the lowest, responsive bid, a copy thereof being attached to and made a part of this contract, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the **Wastewater Treatment Plant Mowing** with terms & conditions submitted by the Contractor, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties have agreed and hereby agree the City Of Grand Island, for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, disposal costs, service and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid.

ARTICLE II. That the City shall pay to the Contractor for the performance of the work under this contract according to the quantities of work actually performed as authorized and approved by the City. The Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) as follows:

Mowing	<u>\$xx.xx</u> each
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The said amount shall be the total amount paid by the City to the Contractor for all equipment, supplies, and labor necessary to perform the work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the Specifications.

ARTICLE III. The Contractor hereby agrees to provide all materials and supplies for the City for this project. Regardless of the method of payment for lawn sprinkler parts and supplies, title shall vest immediately in the City.

ARTICLE IV. The term of this agreement shall be from the date of the last party signing the contract to November 1, 2022. The agreement shall be automatically extended in one year increments, for up to five (5) years, upon the same terms and conditions unless terminated by service of notice of termination by any party on or before July 31st of any year this agreement continues in full force and effect.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

CONTRACTOR:

By: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation,

Attest:

Roger G. Steele, Mayor

RaNae Edwards, City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.