



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Cooperative Agreement No. 10-889 with the State of California

MEETING DATE: January 18, 1995

PREPARED BY: Public Works Director

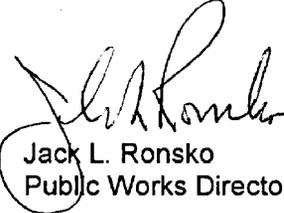
RECOMMENDED ACTION: That the City Council adopt the attached resolution approving the attached State Cooperative Agreement No. 10-889 between the City of Lodi and the State of California covering the installation and maintenance of traffic signals and safety lighting at the intersection of Tienda Drive and Kettleman Lane (Highway 12).

BACKGROUND INFORMATION: This standard Agreement defines the responsibilities of both the City and the State in the design, construction and maintenance of the traffic signal located at the intersection of Tienda Drive and Highway 12. Normally, this type of agreement is processed by Caltrans prior to the installation of signals, but Caltrans did not request it until now.

The City installed the signals on State highways at other locations; however, this signal was installed by the developer of the Target project under an encroachment permit issued to them by Caltrans. The City reimbursed the developer for the signal and other work at the time the Council accepted the development improvements in July 1994. Development Impact Mitigation Fees were used to pay for the signal.

Under this Agreement, the State will maintain the traffic signal and safety lighting and bill the City fifty percent of the total maintenance costs, including electrical energy costs. The terms of the Agreement are basically the same as the agreements for the other signals and lighting on State highways within the City.

FUNDING: Street Operating Budget.


Jack L. Ronsko
Public Works Director

Prepared by Sharon Blaufus, Administrative Assistant

JLR/SB/lm

Attachments

cc: City Attorney
Street Superintendent

APPROVED: _____



THOMAS A. PETERSON
City Manager



recycled paper

10-SJ-12-P.M. 15.16
Tienda Road Signal
District Agreement No. 10-889
10350-936068

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into on _____ 1994, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as **STATE**, and

CITY OF LODI,
political subdivision of the
State of California, referred
to herein as **CITY**

District Agreement No. 10-889

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code Sections 114 and 130 are authorized to enter into a Cooperative Agreement for improvements to State highways within CITY.
2. STATE and CITY contemplate installing traffic control signal(s) and safety lighting and performing roadwork on Route 12 at Tienda Road referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, operated and maintained.

SECTION I

CITY AGREES:

1. To fund one hundred percent (100%) all necessary preliminary engineering, including plans and specifications and utility identification and location, and all necessary construction engineering services for PROJECT .
2. To acquire and furnish the necessary rights of way, if any, required outside of the State highway right of way.
3. To comply with the requirements of 49 Code of Federal Regulations, Part 25 when acquiring rights of way.
4. To identify and locate all high and low risk underground facilities within the PROJECT area and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".
5. To deliver to STATE a Right of Way Certificate prior to advertising PROJECT for construction.
6. To apply for necessary encroachment permits for required work within State highway rights of way, in accordance with STATE's standard permit procedures.
7. PROJECT will be advertised, awarded, and administered in accordance with STATE's current Local Programs Manual, Volume II. Approval of PROJECT funding shall be assured prior to advertising.
8. To construct PROJECT in accordance with plans and specifications of CITY to the satisfaction of and subject to the approval of STATE.
9. Upon completion of PROJECT, to furnish STATE a complete set of full-sized film positive reproducible as-built plans.

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10. To reimburse STATE for CITY's proportionate share of the cost of maintenance of traffic control signal(s) and safety lighting, such share to be an amount equal to 50% of the total maintenance costs, including electrical energy costs.
11. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.

SECTION II

STATE AGREES:

1. To maintain the entire traffic control signal(s) and safety lighting as installed and pay an amount equal to 50% of the total maintenance costs, including electrical energy costs.
2. To operate the traffic control signal(s) as installed and pay one hundred percent (100%) of the operation cost.
3. To issue, upon proper application by CITY and by CITY's contractor, the necessary encroachment permits for required work within the State highway right of way.

SECTION III

IT IS MUTUALLY AGREED :

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. Should CITY award a contract for PROJECT prior to the allocation of resources by the California Transportation Commission, there is no guarantee of STATE's participation and CITY shall assume all risks thereof.
3. Should any portion of PROJECT be financed with Federal funds or STATE gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement

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4. Construction by CITY of improvements referred to herein which lie within STATE highway rights of way or affect STATE facilities shall not be commenced until CITY's original contract plans involving such work and plans for utility relocations have been reviewed and approved by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to CITY authorizing such work has been issued by STATE. Receipt by CITY of CITY's contract plans signed by STATE shall constitute STATE's acceptance and official approval of said plans.
5. CITY shall obtain aforesaid encroachment permit through the office of State District Permit Engineer and CITY's application shall be accompanied by five* (5) sets of reduced construction plans of aforesaid STATE approved contract plans. Receipt by CITY of the approved encroachment permit shall constitute CITY authorization from STATE to proceed with work to be performed by CITY or CITY representatives within proposed STATE right of way or which affects STATE facilities, pursuant to work covered by this Agreement. CITY's authorization to proceed with said work shall be contingent upon CITY's compliance with all provisions set forth in this Agreement and said encroachment permit.
6. CITY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE rights of way or which affects STATE facilities. The application by CITY contractor for said encroachment permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction PROJECT.
7. CITY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to CITY by STATE.
8. If any existing public and/or private utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such utilities for their protection, relocation or removal in accordance with STATE policy and procedure for those utilities located within the limits of work providing for the improvement to the State highway and in accordance with CITY policy for those facilities located outside of the limits of work for the State highway. Total costs of such protection, relocation or removal shall be in accordance with STATE policy and procedure. Any relocated or new facilities shall be correctly shown and identified on the as-built plans referred to in Section I, Article (9) of this Agreement.
9. Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in CITY. No further agreement will be necessary to transfer ownership as hereinabove stated.
10. The cost of any engineering or maintenance referred to herein in this Agreement shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures.

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11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
12. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
13. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
14. In the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer and STATE may, at no cost to CITY, furnish a representative, if it so desires, to ensure conformance of work to STATE's standards. Said representatives of CITY and STATE will cooperate and consult with each other, but all work within STATE's right of way shall be accomplished to the satisfaction of STATE's representative.
15. The terms of this agreement, including the date of termination, may be amended provided the changes are agreed to in writing by both parties.

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16. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by CITY with concurrence of STATE, or on September 1, 1996, whichever is earlier in time; however, the ownership, operation, maintenance, liability, and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement.

Department of Transportation

JAMES W. VAN LOBEN SELS
Director of Transportation

By _____
GORDON A. MARTS

APPROVED AS TO FORM AND PROCEDURE

Attorney
Department of Transportation

CERTIFIED AS TO FUNDS AND PROCEDURE

District Accounting Administrator

CITY OF LODI

By _____
Mayor

ATTEST _____
City Clerk

Approved as to Form:

City Attorney

By _____

RESOLUTION NO. 95-05

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A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE STATE COOPERATIVE AGREEMENT NO. 10-889 COVERING
THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNALS AND
SAFETY LIGHTING AT TIENDA DRIVE AND KETTLEMAN LANE (HIGHWAY 12)

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WHEREAS, this traffic signal was installed by the developer under a Caltrans Encroachment Permit; and

RESOLVED, that the City Council of the City of Lodi does hereby approve Cooperative Agreement No. 10-889 with the State of California, Department of Transportation covering the installation and maintenance of traffic signals and safety lighting at Tienda Drive and Kettleman Lane (Highway 12); and

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the subject document on behalf of the City of Lodi.

Dated: January 18, 1995

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I hereby certify that Resolution No. 95-05 was passed and adopted by the Lodi City Council in a regular meeting held January 18, 1995 by the following vote:

- Ayes: Council Members - Davenport, Pennino, Sieglock, Warner and Mann (Mayor)
- Noes: Council Members - None
- Absent: Council Members - None


Jennifer M. Perrin
City Clerk