

**CHEROKEE LANE  
AND KETTLEMAN  
LANE SIGNAL  
MODIFICATION  
AGREEMENT  
APPROVED**

RES. NO. 81-65

A proposed agreement between the State of California and the City which provides for the sharing of cost to modify the existing traffic signal at Cherokee Lane and Kettleman Lane to an eight-phase system which provides additional left turn phases and safety lighting. Under this agreement, the State agrees to provide the plans and specifications and all necessary construction engineering to construct the project; administer the contract; and maintain and operate the entire traffic control system and safety lighting, paying 50% of these maintenance costs. The City will share in the cost of the preparation of the plans and specifications, construction engineering overhead, and in the cost of the maintenance and operation of the traffic signals amounting to 50% of the total cost. It is estimated that the City's share of the cost of preparing the plans and specifications and construction engineering overhead is between \$5600 and \$6400 and will

be paid with TDA funds.

Council then adopted the following Resolution:

**RESOLUTION NO. 81-65**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY FOR THE SIGNAL MODIFICATION AND SAFETY LIGHTING PROJECT AT THE INTERSECTION OF CHEROKEE LANE AND KETTLEMAN LANE (HIGHWAY 12) AND AUTHORIZED THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT**



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## COUNCIL COMMUNICATION

**TO:** City Council  
**FROM:** City Manager  
**DATE:** May 29, 1981  
**SUBJECT:** Cherokee Lane and Kettleman Lane Signal Modification Agreement

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving the agreement between the State of California and the City for the signal modification and safety lighting project at the intersection of Cherokee Lane and Kettleman Lane (Highway 12) and authorize the Mayor and City Clerk to sign the agreement.

**BACKGROUND INFORMATION:** This agreement provides for the sharing of cost to modify the existing traffic signal at Cherokee Lane and Kettleman Lane to an eight-phase system which provides additional left turn phases and safety lighting. Under this agreement, the State agrees to provide the plans and specifications and all necessary construction engineering to construct the project; administer the contract; and maintain and operate the entire traffic control system and safety lighting, paying 50% of these maintenance costs. The City will share in the cost of the preparation of the plans and specifications, construction engineering overhead, and in the cost of the maintenance and operation of the traffic signals amounting to 50% of the total cost. It is estimated that the City's share of the cost for preparing the plans and specifications and construction engineering overhead is between \$5600 and \$6400, and will be paid with TDA funds.

Federal Aid Urban funds will be used for financing 100% of the construction and construction engineering costs. It is estimated that the project will be advertised in January, 1982. The City will be required to deposit the estimated share of the expenses of preparation of the plans and specifications before the award of the contract will be made.

The City has reviewed the plans for the proposed project and the recommended revisions have been made to the plans.

  
Jack L. Ronsko  
Public Works Director

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

**CITY COUNCIL**

**JAMES A. McCARTY, Mayor**  
**ROBERT G. MURPHY, Mayor Pro Tem**  
**RICHARD L. HUGHES**  
**WALTER KATNICH**  
**JAMES W. PINKERTON, Jr.**

**CITY OF LODI**

**CITY HALL, 221 WEST PINE STREET**  
**POST OFFICE BOX 320**  
**LODI, CALIFORNIA 95241**  
**(209) 334-5634**

**HENRY A. CLAVES, Jr.**  
**City Manager**

**ALICE M. REIMCHE**  
**City Clerk**

**RONALD M. STEIN**  
**City Attorney**

**June 11, 1981**

**Mr. L. E. Sevy, P. E.**  
**Chief, Traffic Branch**  
**Department of Transportation**  
**P. O. Box 2048**  
**Stockton, CA 95201**

**Re: 10-SJ-12-17.9**  
**Modify Signals at**  
**Cherokee Ln.**

**Dear Mr. Sevy:**

**Please be advised that the Lodi City Council at its regular meeting of June 3, 1981 adopted Resolution No. 81-65 approving the aforereferenced Agreement.**

**Pursuant to your May 22, 1981 letter, enclosed please find two signed copies (original and duplicate) of the subject Agreement and a certified copy of Resolution No. 81-65.**

**Please return a fully executed copy of this Agreement at your earliest convenience.**

**Very truly yours,**

  
**Alice M. Reimche**  
**City Clerk**

**AR:dg**

**Enc.**

10-SJ-12-17.9  
10203 - 287701  
Cherokee Lane

District Agreement No. 10-689

THIS AGREEMENT, ENTERED INTO ON \_\_\_\_\_ is  
between the STATE OF CALIFORNIA, acting by and through its Department  
of Transportation, referred to herein as STATE, and

CITY OF LODI  
a body politic and a municipal  
corporation of the State of  
California, referred to herein  
as "CITY"

RECITALS

(1) STATE AND CITY contemplate installing traffic control signal system and safety lighting at the intersection of Cherokee Lane with State Highway Route 12, referred to herein as "PROJECT", and desire to specify the terms and conditions under which such systems are to be installed, financed and maintained.

(2) It is anticipated that Federal-Aid Urban Funds will be allocated for financing 100% of the construction and construction engineering costs which are eligible for Federal-Aid participation, and STATE and CITY will bear the remainder of the costs as set forth herein.

SECTION I

STATE AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear STATE'S share of the expense thereof, as shown on Exhibit A, attached and made a part of this agreement.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To maintain and operate the entire traffic control signal system and safety lighting as installed and pay an amount equal to 50% of the total costs.

SECTION II

CITY AGREES:

(1) To deposit with STATE prior to award of a construction contract for PROJECT, the amount of \$5,600, which figure represents CITY'S estimated share of the expense of preparation of plans and

specifications costs required to complete PROJECT, as shown on Exhibit A. In no event shall CITY'S total obligation for said costs under this agreement exceed the amount of \$6,440; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(2) CITY'S share of the expense of preparing plans and specifications, shall be an amount equal to 50% of the actual costs of preparing plans and specifications for the entire PROJECT.

(3) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and safety lighting, such share to be an amount equal to 50% of the total cost.

### SECTION III

#### IT IS MUTUALLY AGREED AS FOLLOWS:

(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) STATE shall not award a contract for the work until after receipt of CITY'S deposit required in Section II(1).

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability 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. It is also agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by 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.

(4) Neither CITY nor any officer or employee thereof, shall be 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 not delegated to CITY under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by 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 not delegated to CITY under this agreement.

(5) Should any portion of the PROJECT be financed with federal funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) The costs referred to herein are only "matching funds" based on the assumption that Federal-Aid Urban Funds will be allocated for financing approximately 100% of the costs as shown on Exhibit A. In the event that Federal-Aid participation is not secured, this agreement may be terminated by either party at any time prior to the award of a construction contract, or alternatively, each party's participation may be renegotiated to "make up" for the loss of federal funds.

(7) After opening of bids, CITY'S estimate of cost will be revised based on actual bid prices. CITY'S required deposit under Section II(1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000 no refund or demand for additional deposit will be made until final accounting.

(8) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate will occur, STATE may award the contract.

(9) If, upon opening bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action.

(10) Prior to advertising for bids for the PROJECT, CITY may terminate this agreement in writing, provided that CITY pays STATE for all costs incurred by STATE.

(11) If termination of this agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination.

(12) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will be jointly shared in the ratio of 50% STATE and 50% CITY.

(13) If existing public and/or private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE will inspect the protection, relocation

or removal of such utilities. If there are costs of such protection, relocation or removal which the STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal in the amount of 50% STATE and 50% CITY.

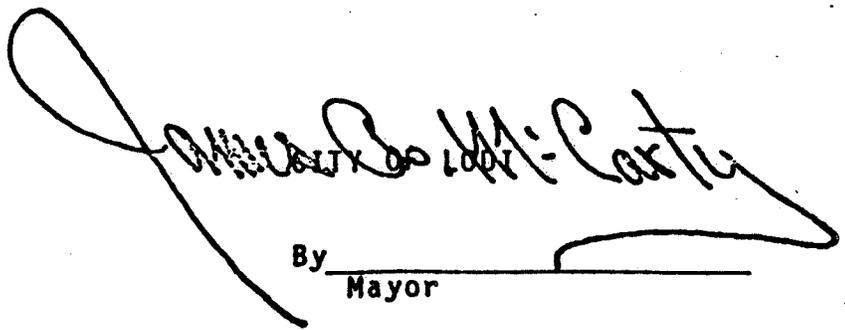
(14) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures. However, STATE'S share is accounted for in a statewide account and is not shown separately on each project's cost breakdown.

(15) That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on July, 1983, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement.

STATE OF CALIFORNIA  
Department of Transportation

ADRIANA GIANTURCO  
Director of Transportation

By \_\_\_\_\_  
District Director

  
By \_\_\_\_\_  
Mayor

Attest: Alfred M. Brunch  
City Clerk

10-SJ-12-17.9  
On State Route 12 at Cherokee Ln  
10203 - 287701  
Dist. Agreement No. 10-689

EXHIBIT "A"  
Distribution of Cost

ITEM OF COST	FEDERAL-AID URBAN FUNDS		MATCHING FUNDS				TOTAL ESTIMATED COST	
			STATE			CITY		
Preparing Plans and Specifications	\$ 0		\$3,650		\$3,650		\$ 7,300	
Construction	\$56,000	(\$64,400)	\$ 0	(\$ 0)	\$ 0	(\$ 0)	\$56,000	(\$64,400)
Construction Engineering	\$ 9,500		\$ 0	(\$ 0)	\$ 0	(\$ 0)	\$ 9,500	
Direct and Indirect Overhead	\$ 0		\$1,950		\$1,950		\$ 3,900	
Signing and Striping	\$ 1,000	(\$ 1,000)	\$ 0	(\$ 0)	\$ 0	(\$ 0)	\$ 1,000	(\$ 1,000)
TOTALS	\$66,500	(\$75,325)	\$5,600	(\$6,440)	\$5,600	(\$6,440)	\$77,700	(\$88,205)

Note 1. Figures outside parentheses represent the estimated cost of PROJECT.

Note 2. Figures inside parentheses provide for possible cost overrun up to 15% over estimated cost of PROJECT.

RESOLUTION NO. 81-65.

RESOLUTION APPROVING CHEROKEE LANE AND KETTLEMAN  
LANE SIGNAL MODIFICATION AGREEMENT WITH THE STATE  
OF CALIFORNIA

RESOLVED that the City Council of the City of Lodi does hereby approve Agreement between the City of Lodi and the State of California for the signal modification and safety lighting project at the intersection of Cherokee Lane and Kettleman Lane (Highway 12); a copy of which is attached hereto, marked Exhibit "A" and thereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject Agreement on behalf of the City.

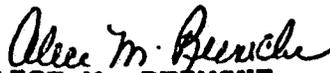
Dated: June 3, 1981

I hereby certify that Resolution No. 81-65 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 1981 by the following vote:

Ayes: Councilmen - Murphy, Hughes, Pinkerton, Katnich  
and McCarty

Noes: Councilmen - None

Absent: Councilmen - None

  
ALICE M. REIMCHE  
City Clerk