

RESOLUTION NO. 91-108

=====

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE STATE-LOCAL ENTITY MASTER AGREEMENT NO. SLTPP-5154  
FOR STATE-LOCAL PARTNERSHIP PROGRAM AND PROGRAM SUPPLEMENTS  
COVERING STREET IMPROVEMENTS TO MILLS AVENUE, LODI AVENUE TO ELM STREET  
AND SACRAMENTO STREET, LOCKEFORD STREET TO TURNER ROAD

=====

BE IT RESOLVED, that the Lodi City Council hereby approves the State-Local Entity Master Agreement No. SLTPP-5154 for State-Local Partnership Program and Program Supplements Nos. 001 and 002 covering street improvements to Mills Avenue, Lodi Avenue to Elm Street and Sacramento Street, Lockeford Street to Turner Road; and

FURTHER RESOLVED, that the City Manager and City Clerk are hereby authorized to execute said Agreements on behalf of the City.

Dated: June 20, 1991

=====

I hereby certify that Resolution No. 91-108 was passed and adopted by the Lodi City Council in an adjourned regular meeting held June 20, 1991 by the following vote:

- Ayes: Council Members - Pennino, Pinkerton, Sieglock and Hinchman (Mayor)
- Noes: Council Members - None
- Absent: Council Members - Snider

  
Alice M. Reimche  
City Clerk

CITY COUNCIL

DAVID M. HINCHMAN, Mayor  
JAMES W. PINKERTON, Jr.  
Mayor Pro Tempore  
PHILLIP A. PENNINO  
JACK A. SIEGLOCK  
JOHN R. (Randy) SNIDER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 334-5634  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
ALICE M. REIMCHE  
City Clerk  
BOB McNATT  
City Attorney

June 25, 1991

Mr. J. J. Fisher, P.E.  
District Local Streets and Roads Engineer  
State of California  
Department of Transportation  
P.O. Box 2048  
Stockton, CA 95201

10-SJ-0-Lodi  
SB91-5154 (033)  
Mills Avenue-Lodi/Elm  
SB91-5154 (035)  
Sacramento-Lockeford/Turner

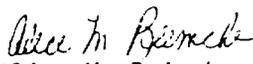
Dear Mr. Fisher:

Pursuant to your May 30, 1991 letter, enclosed please find State-Local Master Agreement No. SLTPP-5154 covering State-Local Agency Transportation Partnership Projects and Program Supplement Nos. 001 and 002 executed by the appropriate City officials. We have also enclosed a certified copy of the authorizing Resolution No. 91-108.

Following execution by the State, one original of each should be returned to us.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

  
Alice M. Reimche  
City Clerk

AMR/jmp

cc: Sharon Blaufus, Administrative Assistant  
Public Works

DEPARTMENT OF TRANSPORTATION  
P.O. BOX 2048 (1976 E. CHARTER WAY)  
STOCKTON, CA 95201  
(209) 948-7937

May 30, 1991

10-SJ-0-LODI  
SB91-5154(033)  
Mills Ave.-Lodi/Elm  
SB91-5154(035)  
Sacramento-Lockeford/Turner

Mr. Jack L. Ronsko:  
Director of Public Works  
City of Lodi  
Call Box 3006  
Lodi, CA 95241-1910

Attention Sharon Blaufus

Dear Mr. Ronsko:

RECEIVED

JUN 3 1991



Attached in duplicate is State-Local Master Agreement No. SLTPP-5154 covering State-Local Agency Transportation Partnership projects and Program Supplement Nos. 001 and 002.

Please have the Master Agreement and the Program Supplements executed by the proper officials and return all originals to this office together with the authorizing resolution(s).

The Program Supplements must contain:

1. Date of Execution.
2. Original signature of board member or other authorized official.
3. Original signature of attestor and title.

The authorizing resolution(s) must be stamped and have an original signature by the Clerk and/or original signature by a board member.

After the documents have been executed by the State, one original of each will be returned for your files.

Very Truly yours,

A handwritten signature in cursive script that reads "Jack Fisher for".

J. J. Fisher, P.E.  
District Local Streets  
and Roads Engineer

Attachments

Supplement which is made part of this agreement by this reference.

4. The estimated cost and scope of PROJECT will be as shown in the approved Project Application which, by reference herein, is made part of this agreement. A contract for an amount in excess of said estimate may be awarded and expenditures may exceed said estimate provided LOCAL ENTITY will provide the additional funding and that sufficient LOCAL ENTITY money is available to finance same.

5. If the total State Share for all eligible PROJECTS exceeds the amount specified in subdivision (b) of Section 2600 of the Street and Highways Code, the STATE shall compute the pro rata share of State Share funds to be available so that each eligible PROJECT will receive the same ratio of State Share to local share funding.

6. The LOCAL ENTITY agrees that the payment of State Share Funds will be limited to the lesser of the product of multiplying the calculated pro rata percentage as determined by the STATE by either:

(a) the Total eligible State/Local Partnership Project Cost in the approved State/Local Partnership Program Application. \*

(b) the award amount. \*

(c) the Final Cost amount. \*

and accepts any consequent increase in LOCAL ENTITY funding requirements.

\* Includes contract items plus a maximum of 10% for contingencies and construction engineering.

7. Subsequent to the Legislature appropriating the State Share funds and after the LOCAL ENTITY has entered into: a) this State-Local Entity Master Agreement; b) a project specific Program Supplement; and c) awarded the contract for a eligible project, the LOCAL ENTITY may request and shall receive payment for eligible work as follows:

(a) STATE will pay it's proportionate "State's Share" of the eligible participating costs upon LOCAL ENTITY submittal of acceptable monthly progress pay estimates for expenditures. Initial progress billings should cover completed or underway contract work.

(b) If PROJECT is a cooperative project and includes work on a STATE highway, PROJECT shall be the subject of a separate cooperative agreement between the STATE and LOCAL ENTITY.

STATE-LOCAL PARTNERSHIP PROGRAM  
(Pursuant to S&H Code Section 2600 et seq)

10 City of Lodi  
DISTRICT LOCAL ENTITY

THIS AGREEMENT, made in duplicate this 20th day of June 1991, by and between City of Lodi, a City, County, or LOCAL ENTITY, as defined in Streets and Highways Code Section 2601(a), hereinafter referred to as "LOCAL ENTITY", and the State of California, acting by and through the Department of Transportation, herein referred to as "STATE".

WITNESSTH

WHEREAS, as provided by Section 2600 et seq. of the Streets and Highways Code, LOCAL ENTITY, has applied for State Share funds to be used for an "Eligible Project" as defined, herein referred to as "PROJECT" selected by LOCAL ENTITY.

WHEREAS, STATE is required to enter into an agreement with LOCAL ENTITY to delineate certain responsibilities relative to prosecution of the said PROJECT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. Projects shall be constructed in accordance with this agreement and as described in the Project Termini and Type of Work of the Program Supplemental Agreement.
2. Unless otherwise provided in the Program Supplement the LOCAL ENTITY shall advertise, award and administer the construction contract for the PROJECT.
3. The construction work for PROJECT shall be performed by contract. As a condition of acceptance of the State Share Funds provided for this PROJECT, LOCAL ENTITY will abide by the State/Local Partnership Program policies, procedures, guidelines and any special covenants in the Program

allocations by the Commission.

11. The State reserves the right to conduct separate technical and financial audits if it is determined necessary. After the financial audit, LOCAL ENTITY shall refund any excess State Share funds reimbursed to LOCAL ENTITY beyond its entitlement.

12. Should the LOCAL ENTITY fail to pay STATE claims within 30 days of demand, the STATE, acting through State Controller, may withhold an equal amount from future apportionments due the LOCAL ENTITY from the Highway Users Tax Fund. The STATE may, at its option, intercept and apply any monies otherwise due the LOCAL ENTITY to pay these claims.

13. When THE PROJECT includes work to be performed by a railroad, the contract for such work shall be entered into by LOCAL ENTITY. LOCAL ENTITY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract and for Railroad Protective Insurance during construction as necessary.

## ARTICLE II - Right-of-Way

1. All related rights-of-way as are necessary for the construction PROJECT shall be acquired by LOCAL ENTITY at its own expense and no contract for construction of PROJECT, or any portion thereof, shall be advertised until the necessary rights-of-way have been secured.

2. The furnishing of rights-of-way as provided for herein includes but may not be limited to:

(a) all real property required for THE PROJECT free and clear of obstructions and encumbrances.

(b) the payment of damages to real property not actually taken but injuriously affected by the proposed improvement.

(c) the cost of relocating owners and occupants pursuant to Government Code Sections 7260-7277.

(d) the cost of demolition and sale of all improvements on the right of way.

(e) the cost of all utility relocation, protection or

8. The Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL ENTITY shall ensure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable.

9. After completion of all work under this agreement and after all costs are known, LOCAL ENTITY shall contract for a financial audit of the project costs. The Final Audit, to be accomplished at the LOCAL ENTITY'S expense, may be done on an individual project basis, or may be included in the LOCAL ENTITY'S annual Single Audit. If an individual project audit is done, the auditor must prepare a Final Audit Report. If the LOCAL ENTITY chooses the Single Audit option, a Management Letter will be required for the State Share funding. In either case, the audit will include compliance tests required by the Single Audit Act and its implementing directive, OMB Circular A-128. The compliance testing should ensure controls are in place to assure that:

- (a) Reimbursement claims submitted to the State for the project are supported by payment vouchers and canceled checks.
- (b) Charges for the various categories of eligible costs incurred by the LOCAL ENTITY are fully supported.
- (c) Ineligible costs were not claimed as reimbursable on the project.
- (d) Construction Engineering and contingencies do not exceed 10% of contract items.
- (e) Local match funds were from an approved source.

10. The Final Project Expenditure Report must be completed within 120 days of project completion and should be in the format described in Volume I, Section 19, Exhibit 19-1a of the Local Programs Manual. The Final Audit must be completed by December 30th following the fiscal year of project completion. Project completion is defined as when all work identified in the approved State/Local Partnership Application and Program Supplement Agreement has been completed and final costs are known. The report documents (Final Project Expenditure Report and Final Audit Report) will be sent to the appropriate State Department of Transportation District Office. Failure to comply with these reporting requirements may result in withholding of future

during any temporary suspension of the work or at any other time may not be charged to the PROJECT.

2. 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 LOCAL ENTITY under or in connection with any work, authority, or jurisdiction delegated to LOCAL ENTITY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL ENTITY 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 LOCAL ENTITY under or in connection with any work, authority, or jurisdiction delegated to LOCAL ENTITY under this agreement.

3. Neither LOCAL ENTITY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reasons 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 also understood and agreed that pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold LOCAL ENTITY 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 delegated to STATE under agreement.

4. Auditors of STATE shall be given access to LOCAL ENTITY'S books and records for the purpose of verifying costs and pro rata share to be paid. All project documents will be available for inspection by authorized state personnel at any time during project development and for a three-year period from date of final payment under the contract or one year after the audit is completed or waived by the STATE, whichever is longer. If a State audit is conducted, the source of local match funds will be checked to determine if the source complies with the program requirements.

#### ARTICLE V - Accommodation of Utilities

1. Utility facilities may be accommodated on the right-of-way provided such use and occupancy of the right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the roadway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the right-of-way is executed by the LOCAL ENTITY and OWNER. The Use and Occupancy Agreement setting forth the terms under which the utility facility is to cross or otherwise occupy

removal is fully obligated to be done by the LOCAL ENTITY.

(f) the cost of all hazardous materials and waste clean up not reimbursable by prior owners.

(g) the costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.

3. Should LOCAL ENTITY, in acquiring right-of-way for PROJECT, displace an individual, family, business, farm operation, or nonprofit organization, the LOCAL ENTITY shall provide relocation payments and services as required by California Government Code, Sections 7260-7277.

### ARTICLE III - Engineering

1. "Preliminary Engineering" costs may not be financed with State Share funds and shall be financed by the LOCAL ENTITY with other sources of funding available to the LOCAL ENTITY.

2. "Construction Engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, preparation and processing of field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities and may be financed with State Share funds. Established overhead for employees working directly on an approved PROJECT is eligible for cost sharing. The LOCAL ENTITY shall contribute its general administrative and overhead expense and not bill that cost as part of local contributions.

3. Unless the parties shall otherwise agree in writing, LOCAL ENTITY'S employees or engineering consultant shall be responsible for all engineering work. When construction engineering is performed by STATE, charges therefore shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed at State cost shall be paid from funds of LOCAL ENTITY.

### ARTICLE IV - Miscellaneous Provisions

1. The cost of maintenance performed by LOCAL ENTITY forces

the right-of-way must include the provisions set forth in Volume I, Section 12 of the LOCAL PROGRAMS MANUAL published by the STATE, unless otherwise approved by the STATE.

2. If any protection, relocation or removal of utilities is required within STATE's right-of-way, such work shall be performed in accordance with STATE policy and procedure. LOCAL ENTITY shall require any utility company performing relocation work in the STATE'S right-of-way to obtain a State Encroachment Permit prior to the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the State Share Funds provided for this project, LOCAL ENTITY will abide by the State policies, procedures and guidelines pertaining to the State/Local Partnership Program.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

LOCAL ENTITY

By \_\_\_\_\_  
District Director of Transportation

BY Thomas A. Peterson  
Thomas A. Peterson, City Manager

Date \_\_\_\_\_

Date June 20, 1991

Approved as to form:

BW McNatt  
Bobby W. McNatt, City Attorney

Attest:

Alice M. Reimche  
Alice M. Reimche  
City Clerk

SPECIAL COVENANTS OR REMARKS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

The total amount of State-Local Transportation Partnership funds payable by the State shall not exceed \$18202 to be encumbered and reimbursed as follows:

FY 90-91	\$	18202
FY 91-92		0
FY 92-93		0

This agreement is valid and enforceable only if sufficient funds are made available by the California State Legislature.

Any subsequent State Partnership funding changes will be made through a revised finance letter.

2. State share funds are based on the eligible portion of the contract  
low bid plus 10 percent.

PROGRAM SUPPLEMENT NO. 001

Date: May 22, 1991

Location: 10-SJ -0-LOD

to

Project Number: SB91-5154(033)

STATE-LOCAL TRANSPORTATION

E.A. Number: 10-955380

PARTNERSHIP PROGRAM AGREEMENT NO. SLTPP-5154

This Program Supplement is hereby incorporated into the State-Local Transportation Partnership Program Agreement for State Share Funds which was entered into between the Local Entity and the State on / / and is subject to all the terms and conditions thereof. This Program Supplement is adopted in accordance with Paragraph 3 of Article I of the aforementioned Master Agreement under authority of Resolution No. , approved by the Local Entity on (See copy attached).

The Local Entity further stipulates that as a condition to payment of funds obligated to this project, it accepts and will comply with any covenants or remarks setforth on the following pages.

PROJECT TERMINI:

MILLS AVE-LODI/ELM ST

TYPE OF WORK: AC OVERLAY

LENGTH: 0.4 (MILES)

PROJECT CLASSIFICATION OR PHASE(S) OF WORK

[X] Construction/Construction Engineering/Contingencies

Estimated Cost	State Share Funds	Matching Funds
\$ 87,595	FY91 \$ 18,202 FY92 \$ 0 FY93 \$ 0	Local \$ 69,393 OTHER \$ 0 OTHER \$ 0

CITY OF LODI

STATE OF CALIFORNIA  
Department of Transportation

By Thomas A. Peterson  
Thomas A. Peterson  
City Manager

By \_\_\_\_\_  
DEPUTY DISTRICT DIRECTOR OF  
TRANSPORTATION, DISTRICT 10

Date June 20, 1991

Date \_\_\_\_\_

Attest Alice M. Reimche  
Alice M. Reimche  
Title City Clerk

Approved as to form:  
Bobby W. McNatt  
Bobby W. McNatt, City Attorney

I hereby Certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Don Stroup Date 5-22-91 \$ 18202.00

Chapter	Statutes	Item	Year	Program	[BC]	Fund Source	AMOUNT
467	1990	2660-101-042	90-91	20.25.010.100	C	258010 042-T	18202.00

PROGRAM SUPPLEMENT NO. 002  
to  
STATE-LOCAL TRANSPORTATION  
PARTNERSHIP PROGRAM AGREEMENT NO. SLTPP-5154

Date: May 20, 1991  
Location: 10-SJ -0-LOD  
Project Number: SB91-5154(035)  
E.A. Number: 10-955381

This Program Supplement is hereby incorporated into the State-Local Transportation Partnership Program Agreement for State Share Funds which was entered into between the Local Entity and the State on / / and is subject to all the terms and conditions thereof. This Program Supplement is adopted in accordance with Paragraph 3 of Article I of the aforementioned Master Agreement under authority of Resolution No. , approved by the Local Entity on (See copy attached).

The Local Entity further stipulates that as a condition to payment of funds obligated to this project, it accepts and will comply with any covenants or remarks set forth on the following pages.

PROJECT TERMINI:  
SACRAMENTO-LOCKEFORD/TURNER

TYPE OF WORK: RECONSTRUCT EXISTING ROADWAY LENGTH: 0.5 (MILES)

PROJECT CLASSIFICATION OR PHASE(S) OF WORK  
[X] Construction/Construction Engineering/Contingencies

Estimated Cost	State Share Funds	Matching Funds
	FY91 \$ 0	Local
\$ 253,096	FY92 \$ 51,253	\$ 201,843
	FY93 \$ 0	OTHER \$ 0
		OTHER \$ 0

CITY OF LODI

STATE OF CALIFORNIA  
Department of Transportation

By Thomas A. Peterson  
Thomas A. Peterson  
City Manager

By \_\_\_\_\_  
DEPUTY DISTRICT DIRECTOR OF  
TRANSPORTATION, DISTRICT 10

Date June 20, 1991

Date

Attest Alice M. Reimche  
Alice M. Reimche  
Title City Clerk

Approved as to form:  
Bobby W. McNatt  
Bobby W. McNatt, City Attorney

I hereby Certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Don Thayer Date 5-23-91 \$ 0.00

Chapter	Statutes	Item	Year	Program	BC	Fund Source	AMOUNT
467	1990	2660-101-042	90-91	20.25.010.100	C	258010 042-T	0.00

SPECIAL COVENANTS OR REMARKS

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

The total amount of State-Local Transportation Partnership funds payable by the State shall not exceed \$51253 to be encumbered and reimbursed as follows:

FY 90-91	\$	0
FY 91-92		51253
FY 92-93		0

This agreement is valid and enforceable only if sufficient funds are made available by the California State Legislature.

Any subsequent State Partnership funding changes will be made through a revised finance letter.

2. State share funds are based on the original project application amount.