

RESOLUTION NO. 4446

RESOLUTION APPROVING AN AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA AND THE CITY OF LODI  
COVERING THE CITY'S PROPOSED FEDERAL AID  
URBAN PROJECTS.

BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Agreement between the State of California and the City of Lodi covering the City's proposed Federal Aid Urban projects attached hereto, marked Exhibit "A" and by reference made a part hereof.

NOW-, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor to execute said Agreement on behalf of the City.

Dated: December 21, 1977

I hereby certify that Resolution No. 4446 was passed and adopted by the City Council of the City of Lodi at a regular meeting held December 21, 1977 by the following vote:

Ayes: Councilmen ■ Ehrhardt, Hughes, Katzakian,  
Pinkerton and Katnich

Noes: Councilmen ■ None

Absent: Councilmen ■ None

  
ALICE M. REIMCHE  
CITY CLERK

## DEPARTMENT OF TRANSPORTATION

P. O. BOX 2048 (1976 E. CHARTER WAY)  
STOCKTON, CALIFORNIA 95201



December 15, 1977

10-SJ-12 16.4  
FAU M-Y311(1)  
In Lodi on Kettleman  
Lane at Ham Lane

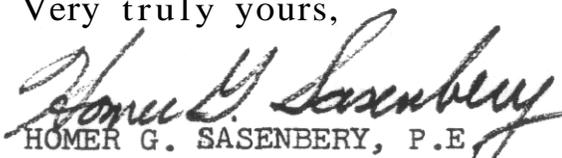
Mr. Jack L. Ronsko  
Director of Public Works  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Dear Mr. Ronsko:

Attached in duplicate is Program Supplement No. 2 to Local Agency-State Agreement No. 5154.

Please execute this supplement and return STATE's COPY with the authorizing resolution. Please fill in the date of execution in appropriate space.

Very truly yours,

  
HOMER G. SASSEBERY, P.E.  
District Local Assistance  
Engineer  
(209) 948-7947

Attach.

RECEIVED

DEC 19 1977



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Local Agency City of Lodi  
Date December 6, 1977  
Supplement No. 2  
To Local Agency-State  
Agreement No. 5154

PROGRAM  
OF  
LOCAL AGENCY FEDERAL AID URBAN SYSTEM PROJECTS  
IN THE

City of Lodi  
Local Agency

Pursuant to the Federal Aid for Urban Systems Acts, the attached "Program" of Federal Aid Urban System Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on December 21, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City Resolution No. 4446 approved by the City Council/ ~~Board of Supervisors~~ on December 21, 1977 (See copy attached).

City Copy

City of Lodi  
Local Agency

By Walter J. Katsch  
title MAYOR

Approved for State

Attest: Oliver M. Berniche  
Clerk

John H. Lettine  
Dep. District Director of Transportation

District 10  
Department of Transportation

PROGRAM  
OF  
FEDERAL AID URBAN SYSTEM PROJECTS

EXHIBIT B

Date: December 6, 1977

PROGRAM SUPPLEMENT NO. : 2

Local Agency: City of Lodi

Project No.	Location & Description	Total Cost Est.	Federal Funds		Matching Funds*	
			PR	CONSTRUCTION	State	City
M-Y311(1)	In San Joaquin Count in Lodi on Kettleman Lane at Ham Lane  Traffic Signal and Lighting	\$11,000	PR	<u>PRELIMINARY ENGINEERING</u>  0	\$5,500	\$5,500
		<u>\$98,500</u>		<u>\$81,755</u>	<u>\$8,372.50</u>	<u>\$8,372.50</u>
	TOTAL	\$109,500		\$81,755	\$13,872.50	\$13,872.50

**\*Local Agency Funds  
unless otherwise  
specified**

Special Covenants or Remarks: 1 All maintenance, invoicing of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by the State at regular intervals or as required for efficient operation of the completed improvements,

2. The State will prepare PS&E, advertise, award, and administer the contract and pay the Contractor on this project.
3. The actual funds for the project will be *set* up on the basis of contract prices after the bids for the work have been opened. In awarding, or agreeing to award the contract, the city agrees to use maximum Federal funds participation and accepts any increase in Local Agency funds.
4. The availability of Federal funds will be subject to meeting deadlines and/or other conditions as may be imposed by the Director. upon the recommendation of the FAU Advisory Committee.
5. The use of Federal Funds for this project is subject to the project being selected as part of the FAU Program for San Joaquin County.

LOCAL AGENCY-STATE AGREEMENT

FOR

FEDERAL-AID PROJECTS

10      San Joaquin      Lodi  
District      County      City

AGREEMENT NO. 5154

MASTER AGREEMENT

MIS AGREEMENT, made in duplicate this 21st day of December, 1977, by and between the City of Lodi political subdivision(s) of the State of California hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA acting by and through the Department of Transportation, herinafter referred to as "STATE".

WITNESSEM:

WHEREAS, the Congress of the ~~United~~ States has declared ~~it~~ to be in the national interest for Federal Funds to be expended for highway, fringe parking, bicycle transportation, pedestrian walkways, and mass transportation projects; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain Federal funds authorized ~~may~~ be ~~made~~ available for use on local transportation facilities in accordance with the intent of Federal acts; and

WHEREAS, there exists a compelling need for improvements or restoration of roads, streets, highways, fringe parking, and public transportation facilities within the boundaries of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY and STATE therefore desire to make use of such Federal funds as ~~may~~ be made available within the jurisdictional boundaries of said LOCAL AGENCY; and

WHEREAS, before Federal-aid will be made available for projects, LOCAL AGENCY and STATE are required to enter into an agreement relative to prosecution of the said project and maintenance of the completed facility.

CITY COPY

Certification Acceptance procedures approved by the **FHWA**. Such procedures require the use of Specifications described in the State's Certification; STATE approval of plans, special provisions and estimated costs prior to advertisement; a certification by LOCAL AGENCY with respect to the right-of-way; and advertisement for a minimum of 3 weeks prior to bid opening. The contract will be awarded by LOCAL AGENCY, its agent, or by STATE as may be **determined** between the parties prior to each project advertisement.

5. When the **IMPROVEMENT** or **RESTORATION** includes work to be performed by a railroad, the contract for such **work** shall be entered into by LOCAL AGENCY or by STATE, as parties hereto agree. A contract entered into by LOCAL AGENCY for such work must have prior approval of STATE. In either event, LOCAL AGENCY shall enter into an agreement with the railroad providing for **maintenance** of the **protective** devices or other facilities installed under the service contract.

6. LOCAL AGENCY shall provide or arrange for adequate supervision and inspection of each improvement, including contracts awarded by STATE. With prior State approval, surveying, inspection and testing may be performed by a consulting engineer provided an employee of LOCAL AGENCY is in responsible charge.

7. STATE shall exercise general supervision over Federal-aid improvements and may **assume** full and direct control over the **project** whenever STATE, at its sole discretion, shall determine that its responsibility to the United States so requires. LOCAL AGENCY contracts shall so stipulate.

### ARTICLE III - RIGHTS-OF-WAY

1. No contract for the construction of a Federal-aid **IMPROVEMENT** or **RESTORATION** project shall be awarded until the necessary rights-of-way have been secured. Prior to the advertising of a **project** on a local street, LOCAL AGENCY shall certify and upon request shall furnish STATE with evidence that necessary rights-of-way are available for construction purposes or will be available by the time of contract award.

2. LOCAL AGENCY agrees to hold STATE **harmless** from any liability which may result in the event the right-of-way is not clear as certified. The furnishing of right-of-way as provided for herein includes, in addition to all real property required for the improvement free and clear of obstructions and encumbrances affecting the

adjusted by ~~mutual~~ consent of the parties hereto, provided funds are available to cover increases and provided Federal Highway ~~Administration~~ concurs in any increase in the Federal-aid.

3. Upon submittal by LOCAL AGENCY of a ~~statement of~~ expenditures for Federal-aid ~~improvements~~, STATE will pay its agreed share and ~~if~~ permitted by State Law will advance an amount equal to the legal ~~pro~~ rata Federal share of the costs believed to be eligible ~~for~~ participation with Federal funds ~~or~~ will ~~voucher~~ Federal Highway ~~Administration~~ for reimbursement.

4 LOCAL AGENCY shall use its ~~own~~ funds to finance the local share of eligible costs and expenditures ruled ineligible for financing with Federal funds. STATE shall make preliminary determination of eligibility for Federal fund financing. Ultimate determination shall rest with the Federal Highway Administration. Any overpayment of ~~amounts~~ due shall be returned to STATE upon demand.

5. When any portion of a LOCAL AGENCY project is performed by STATE, charges therefor shall include ~~assessment~~ on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion ~~of~~ such charges not financed with Federal funds shall be paid from funds of LOCAL AGENCY.

6. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future ~~apportionments~~ due LOCAL AGENCY ~~from~~ the Highway Users Tax Fund.

7. Auditors of STATE and the United States shall be given access to LOCAL AGENCY's books and records and shall be given such assistance and information as ~~is~~ requested for the purpose of checking costs paid, ~~or~~ to be paid by STATE hereunder.

#### ARTICLE V - MISCELLANEOUS PROVISIONS

1. This agreement shall have no force or effect with respect to ~~any project~~ unless and until said project ~~has~~ been authorized by the Federal Highway ~~Administration~~ and a Program Supplemental Agreement has been executed.

2 The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdiction, have prescribed ~~certain~~ employment practices with respect to contract and other ~~work~~ financed

LOCAL AGENCY 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 LOCAL AGENCY under this agreement.

#### ARTICLE VI - MAINTENANCE

1. Upon acceptance by the awarding authority of a completed Federal-aid project or upon the contractor being relieved of the responsibility for maintaining and protecting a portion of the work, the agency having jurisdiction over the transportation facility shall maintain the completed work in a manner satisfactory to the authorized representatives of the State and the United States. If, within 90 days after receipt of notice from STATE that a project on a transportation facility under its jurisdiction or any portion thereof, is not being properly maintained, LOCAL AGENCY has not satisfactorily remedied the conditions complained of, the approval of further Federal-aid projects of LOCAL AGENCY will be withheld until the project shall have been put in a condition of maintenance satisfactory to STATE and the Federal Highway Administration. The provisions of this section shall not apply to a transportation facility which has been vacated through due process of law.

2. The maintenance referred to in paragraph 1 above includes not only the physical condition of the facility but its operation as well. Traffic Operations Improvements on local streets shall be maintained by an adequate and well-trained staff of traffic engineers and technicians. Said maintenance staff may be employees of a LOCAL AGENCY, another unit of government or a consultant under contract with a LOCAL AGENCY.

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 10.

CITY OF Lodi

By   
Dep. District Director of Transportation

By   
Mayor

Approval Recommended:

ATTEST:   
City Clerk

  
Local Assistance Engineer

COUNTY OF XXXXXXXXXXXXXXXXXXXX

By XXXXXXXXXXXXXXXXXXXXXXXX  
Chairman, Board of Supervisors

ATTEST: XXXXXXXXXXXXXXXXXXXX  
Clerk of Board

AGREEMENT  
EXHIBIT "A"

NONDISCRIMINATION ASSURANCES

The ~~COUNTY~~ CITY of Lodi (hereinafter referred to as the RECIPIENT) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the California Department of Transportation, acting for the U. S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. ZOOM-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the RECIPIENT receives Federal financial assistance from the Federal Department of Transportation, HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-aid Program and, in adapted form in all proposals for negotiated agreements:

AGREEMENT  
EXHIBIT "A"

- (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the RECIPIENT retains ownership or possession of the property.

9. The RECIPIENT shall provide for such methods of administration for the program as are found by the U. S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by. or pursuant to, the ACT, the REGULATIONS and this assurance.

10. The RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the California Department of Transportation, acting for the U. S. Department of Transportation, and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-aid Highway Program.

AGREEMENT  
EXHIBIT "A"

the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State highway department to enter into such litigations to protect the interests of the State, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT  
EXHIBIT 'A'  
APPENDIX B

- (2) that the RECIPIENT shall use the lands and interests in lands so conveyed. in compliance with all requirements imposed by or pursuant to Title 49. Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions. the Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.\*

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\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

AGREEMENT  
EXHIBIT "A"  
APPENDIX C

The (grantee, licensee, lessee, **permittee, etc.**, as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of **the** consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, or national origin shall **be** excluded from participation in, denied the benefits of, or **otherwise** subjected to discrimination in the use of said facilities,

(2) that in the construction of any **improvements** on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the (grantee, licensee, lessee, **permittee, etc.** ) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, **etc.**)\*

That in the event of breach of any of the above nondiscrimination covenants, the **RECIPIENT** shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the **same** as if said (license, lease, **permit,** etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the **RECIPIENT** shall have the **right** to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **RECIPIENT**, and its assigns.

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\* Reverter clause and related language to be used only **when it** is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Local Agency City of Lodi  
Base December 5, 1977  
Supplement No. 1  
To Local Agency-State  
Agreement No. 5154

PROGRAM  
OF  
LOCAL AGENCY FEDERAL AID URBAN SYSTEM PROJECTS  
IN THE

CITY OF LODI  
*Local Agency*

Pursuant to the Federal Aid for Urban Systems Acts, the attached "Program" of Federal Aid Urban System Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on December 21, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/ Resolution No. 4446 approved by the City Council/ on December 21, 1977 (See copy attached).

City Copy

City of Lodi  
*Local Agency*

By Walter J. Kelm  
*MAYOR*

Approved for State

Attest: Marie M. Beecher  
*"Clerk"*

Shad Pittman  
District Director of Transportation  
District Director of Transportation

District 10  
Department of Transportation

PROGRAM  
OF  
FEDERAL AID URBAN SYSTEM PROJECTS

EXHIBIT B

Date: December 5, 1977

PROGRAM SUPPLEMENT NO.: 1

Local Agency: City of Lodi

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
TQM-Y305(2)	<p>In the City of Lodi, In San Joaquin County, on Lodi Avenue from 200 Feet west of Lower Sacramento County road to Cabrill Circle.</p> <p>Construct <b>Box Culvert</b> and reconstruct City street</p> <p style="text-align: right;">TOTAL</p>	<p><u>\$125,570</u> \$125,570</p>	<p style="text-align: center;"><u>CONSTRUCTION</u></p> <p><u>\$88,300</u> \$88,300</p>	<p><u>\$37,270</u> \$37,270</p>

**\*Local Agency Funds  
unless otherwise  
specified**

Special Covenants or Remarks: 1 All maintenance, involving the physical condition and the operation

TQM-Y305(2)  
Exhibit B  
Continued

4. The availability of Federal funds will be subject to meeting deadlines and/or other conditions as may be imposed by the Director upon the recommendation of the FAU Advisory Committee.
5. The use of Federal funds for this project is subject to the project being selected as part of the FAU Program for San Joaquin County.