

RESOLUTION NO. 82-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF CHINA LAKE BLVD. AND RIDGECREST BLVD.

WHEREAS, the City Council of the City of Ridgecrest has determined that installation of traffic signals and related improvements at the intersection of China Lake and Ridgecrest Boulevards is in the best interest of the City of Ridgecrest and is necessary for the safety and welfare of the Community, and

WHEREAS, the Department of Transportation, State of California, has agreed to share in the cost of the signalization and improvements at this location, as specified in the proposed agreement,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST DOES HEREBY RESOLVE:

1. That Cooperative Agreement No. 907101 by and between the City of Ridgecrest and the State of California is hereby approved.
2. That the Mayor of the City of Ridgecrest is hereby authorized to execute said agreement on behalf of the City.

APPROVED AND ADOPTED this 7th day of April, 1982, by the following roll call vote:

AYES: Mayor Hockett, Vice-Mayor Bergens,  
Councilmen Cheshire and Grossman

NOES: None

ABSENT: None

ABSTAIN: None

  
HAROLD J. HOCKETT, Mayor

ATTEST:

  
JACQUELINE C. REED, City Clerk

09-Ker-178-102.6

09201 - 087101

M-MG-6178(3)

District Agreement No. 82

THIS AGREEMENT, MADE AND ENTERED INTO THIS 7th day of April,  
19 82 by and between

CITY OF RIDGECREST,  
a body politic and a municipal  
corporation of the State of  
California, hereinafter re-  
ferred to as "CITY"

and

STATE OF CALIFORNIA  
acting by and through its  
Business and Transportation  
Agency, Department of Trans-  
portation, hereinafter  
referred to as "STATE".

R E C I T A L S

THE STATE has a project for widening and installing a traffic control signal system on Route 178 at the intersection of China Lake Boulevard and Ridgecrest Boulevard, hereinafter referred to as "PROJECT". Included in this PROJECT are installation of drainage facilities, channelization, and realignment of striping on West Ridgecrest Boulevard.

STATE and CITY mutually desire to cooperate and jointly participate in construction of the traffic control signal system, drainage facilities, and correction of striping on West Ridgecrest Boulevard, hereinafter referred to as "IMPROVEMENTS".

STATE and CITY will mutually benefit from construction of the aforesaid IMPROVEMENTS through increased traffic safety, improved traffic flow and intersection capacity, and improved drainage conditions.

STATE and CITY desire to specify herein the terms and conditions under which said IMPROVEMENTS shall be constructed, financed, and maintained.

It is anticipated that Federal-Aid (Urban) Funds will be allocated for financing portions of the IMPROVEMENTS as follows:

- A. 100% of the CITY'S share of the construction costs, construction engineering, and design engineering costs for the traffic control signal systems; and
- B. 86.21% of the CITY'S share of the construction costs and construction engineering costs for the drainage facilities.

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 of the IMPROVEMENTS as shown on Exhibit A, attached hereto and made a part of this Agreement.
2. To obtain plan approval for the IMPROVEMENTS from the CITY prior to advertisement for construction of the PROJECT.
3. To construct the PROJECT by contract in accordance with the plans and specifications of the STATE.
4. To pay an amount equal to 50% of construction costs for the IMPROVEMENTS, except as provided hereinafter in Section II, Article 5, but in no event shall STATE'S total obligation for construction costs of IMPROVEMENTS under this Agreement exceed the amount of \$86,250; provided that STATE may at its sole discretion, in writing, authorize a greater amount.
5. Upon completion of the PROJECT, to furnish CITY with a detailed statement of costs required to complete the IMPROVEMENTS, and to refund to CITY any amount of CITY'S deposit as provided for hereinafter in Section II, Article 1, remaining after the actual costs to be borne by CITY have been deducted.
6. Upon completion of the PROJECT to maintain and operate the entire traffic control signal system as installed, and pay an amount equal to 50% of the total maintenance and operation costs of said system.
7. Except as provided in Section I, Article 6, to maintain all those facilities constructed pursuant to this Agreement which lie within State Highway right of way, and to make no claim against CITY for any portion of expense thereof.

## SECTION II

### CITY AGREES:

1. To deposit with STATE within 20 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of the construction contract for the PROJECT) the amount of \$90,000. Said deposit represents CITY'S estimated share of the expense of preparation of plans and specifications, construction engineering and construction costs for the IMPROVEMENTS as shown on Exhibit A prior to any Federal-Aid payment. CITY'S actual deposit after reduction of Federal-Aid payment is estimated to be \$8,200. The estimated total construction cost includes contract item costs, supplemental construction costs, and a five percent (5%) contingency amount (5% of the total of estimated contract item and supplemental construction costs.) In no event shall CITY'S total obligation for said costs under this Agreement exceed the amount of \$103,500 (estimated share of expense plus 15%), provided that CITY may, at its sole discretion, in writing, authorize a greater amount.
2. Construction costs will be determined by multiplying the actual quantities as determined by the Resident Engineer, which were required for the aforesaid IMPROVEMENTS by contract unit prices in STATE'S construction contract for the project. Cost of items which vary in quantity by more (or by less) than 25% of quantities as shown in the Engineer's Estimate will be determined in accordance with the applicable sections of the STATE'S Standard Specifications.
3. Supplemental Construction Costs will be the actual cost of all supplemental work and/or STATE furnished material and service directly attributable to work involved in the construction of the IMPROVEMENTS. (Supplemental work shall include but not be limited to maintaining traffic, traffic control, moving and repairing signs and other incidentals.) Payment for work referred

to herein shall be determined in accordance with applicable sections of STATE'S Standard Specifications or as modified by the Special Provisions for the PROJECT. Such Supplemental Construction Costs are estimated to be \$7,500.

4. Except as provided hereinafter in Section II, Article 5, CITY'S share of construction costs for the IMPROVEMENTS shall be an amount equal to 50% of the actual cost for the IMPROVEMENTS, as determined after completion of work and upon final accounting of costs.
5. CITY will perform the construction work and bear the costs for realignment of striping on West Ridgecrest Boulevard.
6. CITY'S share of the expense of preparing plans and specifications for the IMPROVEMENTS, shall be 50% of the actual costs of design engineering for the traffic control signal system portion of the IMPROVEMENTS. Such costs are estimated to be \$5,000 prior to any Federal-Aid payment.
7. CITY'S share of the expense of construction engineering for the IMPROVEMENTS shall be 50% of the actual costs of construction engineering for the traffic control signal system and drainage facilities portion of the IMPROVEMENTS. Such costs are estimated to be \$10,500 prior to any Federal-Aid payment.
8. To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of the traffic control signal system, such share to be an amount equal to 50% of the total maintenance and operation costs of said system.
9. Upon completion of the PROJECT to accept control and maintain all improvements lying outside State Highway right of way, except as provided under Section II, Article 8, and to make no claim against State for any portion of expense thereof.
10. To certify to STATE that the right of way is owned by CITY, or that CITY had Right of Entry to do work prior to September 1, 1982.

### SECTION III

#### IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That 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, Article 1.
3. That 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 understood and 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. That neither CITY nor any officer or employee thereof are responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in conjunction with any work, authority, or jurisdiction not delegated to CITY under this agreement. It is also understood and 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. That, 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. CITY'S actual deposit referred to herein is the "matching funds" based on the assumption that Federal-Aid (Urban) Funds will be allocated for financing 100% of the cost of the CITY'S share of the traffic control signal system, and 86.21% of the cost of the CITY'S share of the drainage facilities 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.
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, Article 1, 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. If the lowest responsible bid received by the STATE for construction of the IMPROVEMENTS does not exceed the estimated cost as stated in Section II, Article 1, by more than 15%, the contract may be awarded by the STATE. CITY will deposit within 15 days after bid opening an additional amount of money with the STATE to cover CITY'S share of such increased costs except as stated in Section III, Article 7.
9. If, upon opening of 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. That this Agreement may be terminated and provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
11. If termination of this Agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs applicable to the IMPROVEMENTS incurred prior to termination.
12. That any change requested by the parties hereto in the aforesaid construction that may be necessary or desirable prior to completion of the work shall require the written approval of both STATE and CITY. The cost of an approved change, if within the amount provided for contingency items, may be taken from the fund therefor provided. If the cost of an approved change exceeds the amount provided for in contingency items, CITY will, upon receipt of claim therefor, deposit with STATE City's estimated pro-rata cost of such approved change.
13. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed within STATE'S right of way will automatically be vested in the STATE, and all materials, equipment and appurtenances installed outside of STATE'S right of way will be vested in CITY, and no further agreement will be necessary to transfer ownership as hereinabove stated.
14. If existing public and/or private utilities conflict with the construction of the IMPROVEMENTS, 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.

15. 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.
16. That execution of this Agreement by CITY grants to STATE the right to enter upon CITY-OWNED lands to construct the PROJECT referred to herein.
17. That this Agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on July 1, 1983, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

ADRIANA GIANTURCO  
Director of Transportation

By \_\_\_\_\_  
V. Paul  
District Director  
of Transportation

CITY OF RIDGECREST

By Harold J. Hockett  
Harold J. Hockett, Mayor

ATTEST: Jackie Reed  
City Clerk