

RESOLUTION NO. 88-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AUTHORIZING SIGNATURE FOR DISTRICT AGREEMENT NO. 207 WITH THE STATE OF CALIFORNIA.

WHEREAS, the State of California requires an authorized representative of the City of Ridgecrest execute District Agreement No. 207, for the construction of a traffic signal at Inyokern Road and Norma Street.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES that Michael R. Mower, Mayor of the City of Ridgecrest, is hereby authorized to execute for and on behalf of the City of Ridgecrest, District Agreement No. 207 with the State of California.

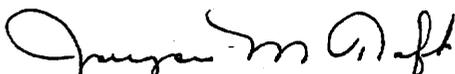
APPROVED AND ADOPTED this 1st day of June, 1988 by the following vote:

AYES: Mayor Mower, Councilmembers Bergens, Corlett, Condos and Lilly.
NOES: None.
ABSTAIN: None.
ABSENT: None.



Michael R. Mower, Mayor

ATTEST:



Joyce M. Taft, City Clerk

9-Ker-178 - 100.11

09351 234101

District Agreement No. 207

COOPERATIVE AGREEMENT

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 RIDGECREST

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

RECITALS

(1) STATE and CITY contemplate installing a traffic control signal and safety lighting at the intersection of Norma Avenue with State Highway Route 178, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, and maintained.

SECTION I

STATE AGREES:

(1) To provide all necessary preliminary engineering, including 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 pay an amount equal to 66.7% of the PROJECT construction costs, as shown on Exhibit A but in no event shall STATE's total obligation for PROJECT construction costs, under this Agreement, excluding costs referred to in Section III, Article (9), exceed the amount of \$50,000; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

(4) Upon completion of PROJECT and all work incidental thereto, to furnish CITY, with a detailed statement of the portion of the engineering and construction costs to be borne by CITY including resolution of any claims which may be filed by STATE's contractor, and to refund to CITY promptly after completion of STATE's audit any amount of CITY's deposit required in Section II, Article (1) remaining after actual costs to be borne by CITY have been deducted, or to bill CITY for any additional amount required to complete CITY's financial obligations pursuant to this Agreement.

(5) To maintain the traffic control signal and safety lighting as installed and pay 100% of the maintenance costs.

(6) To operate the traffic control signal as installed and pay 100% of the operation costs.

SECTION II

CITY AGREES:

(1) To deposit with STATE within 25 days of receipt of billing therefor (which billing will be forwarded immediately following STATE's bid advertising date of a construction contract for PROJECT), the amount of \$32,830, which figure represents CITY's estimated share of the expense of preliminary engineering, construction engineering, and construction costs required to complete the PROJECT, as shown on Exhibit A. CITY's total obligation for said anticipated project costs, exclusive of claims and excluding costs referred to in Section III, Article (9), under this Agreement shall not exceed the amount of \$25,000; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(2) CITY's share of the construction cost (estimated to be \$25,000), shall be an amount equal to 33.3% of the total actual signal and lighting related construction costs including the cost of claims, the cost of STATE defense of any claims and the cost of STATE-furnished material, if any, as determined after completion of work and upon final accounting of costs.

(3) CITY's share of the expense of preliminary engineering shall be an amount equal to 33.3% of the STATE's costs for preliminary engineering for the entire PROJECT.

(4) CITY's share of the expense of construction engineering shall be an amount equal to 33.3 % of the actual costs of construction engineering for the entire PROJECT.

(5) To pay STATE upon completion of all work and within 20 days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required to complete CITY's financial obligation pursuant to this agreement.

(6) To pay 100% of the electrical energy costs for the traffic control signal and safety lighting.

(7) To furnish the necessary right-of-way unless otherwise provided for.

(8) To certify to STATE that the right-of-way is owned by CITY.

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, Article (1).

(3) 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.

(4) 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) 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.

(5) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 10% of the estimate will occur, STATE may award the contract.

(6) If, upon opening of bids, it is found that a cost overrun exceeding 10% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action. If, after 30 days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article (8) of this Section III.

(7) Prior to award of the construction contract for the PROJECT, CITY may terminate this Agreement by written notice, provided that CITY pays STATE for all costs incurred by STATE.

(8) If termination of this Agreement is by mutual consent, STATE will bear 66.7% and CITY will bear 33.3% of all costs incurred prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE's/CITY's responsibility for utility relocation costs.

(9) 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, which 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, plus cost of engineering overhead and inspection, in the amount of 66.7% STATE and 33.3% CITY. Required protection, relocation or removal of utilities shall be performed in accordance with STATE policy and procedure.

(10) Upon completion of all work under this Agreement, ownership and title to all signals, materials, equipment and appurtenances installed will automatically be vested in the STATE and no further agreement will be necessary to transfer ownership to the STATE.

(11) 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.

(12) 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.

(13) 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.

(14) That this Agreement shall terminate upon completion and acceptance of the PROJECT construction contract by STATE or on June 30, 1989, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in

writing, by mutual agreement. Should any construction related claim arising out of the contract be asserted against STATE, CITY agrees to extend the termination date of this Agreement and provide additional funding as required to cover CITY's proportionate share of costs or execute a subsequent agreement to cover those eventualities.

STATE OF CALIFORNIA
Department of Transportation

CITY OF RIDGECREST

ROBERT K. BEST
Director of Transportation

By _____
Mayor

By _____
District Director

Attest: _____

Approved as to form and procedure

Attorney, Department of Transportation

Certified as to funds and procedure

District Accounting Officer

9-Ker-178-100.11

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District Agreement No. 207

EXHIBIT A
ESTIMATE OF COST

<u>Description</u>	<u>Total Est. Cost</u>	<u>State's Cost</u>	<u>City's Cost</u>
Construction Cost			
Signals	\$75,000	\$50,000	\$25,000
Subtotal Const. Cost	<u>\$75,000</u>	<u>\$50,000</u>	<u>\$25,000</u>
Engineering Cost - Signals			
Prelim. Engrg. (Non-Labor) 2.3% of Const. Cost	1,725	1150	575
Prelim. Engrg. (Labor only) 9.7% of Constr. Cost	7,285	4,850	2,425
Prelim. Engrg. (Overhead) 55% of 9.7% = 5% of Constr. Cost	4,000	2,670	1,330
Const. Engrg. (Non-Labor) 3.2% of Const. Cost	2,400	1,600	800
Const. Engrg. (Labor only) 7.4% of Constr. Cost	5,550	3,700	1,850
Constr. Engrg. (Overhead) 46% of 7.4% = 3.4% of Const. Cost	2,550	1,700	850
Subtotal Engr. Cost	<u>\$23,500</u>	<u>\$15,670</u>	<u>\$ 7,830</u>
Total Cost Signal Const. Plus Engineering	\$ 98,500	\$65,670	\$32,830